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

89th Session of the 11th Council
May 23, 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 16, 2023 City Council Meeting Minutes
- B. May 18, 2023 City Council Special Meeting on the Budget Minutes

Special Presentations

- 1. City of Pontiac Home Repair Program
 Presentation Presenter: Mathew Turner-Reed, Grants and Philanthropy Department
- 2. Civil War Veterans Memorial Day Commemoration at Oak Hill Cemetery on May 23, 2023 Presentation Presenter: John Cohassey, Author and Historian

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Public Hearing

3. Public Hearing regarding the Annual Millage Rates for Fiscal Year 2023-2024

Agenda Items

Ordinances

- 4. Adoption of an Ordinance to Amend the City of Pontiac City Code to Amend Chapter 118 to add Article IV Stormwater Control in Order to Maintain Compliance with State Law. (Second Reading)
- 5. Resolution to approve the First Reading of a Zoning Ordinance Text Amendment to Amend Article 2, Charter 6, Section 6.202 (D), and to amend Article 2, Chapter 6, Section 6.208 (required Information) and

to Amend Article 2, Chapter 6, Section 7.301 (Definitions). (This Ordinance Amendment pertains to Stormwater Control.)

- 6. Resolution to approve the First Reading of a Zoning Ordinance Text Amendment to Amend Article 2, Chapter 5, Section 2.502, to Amend Article 2 Chapter 5, Section 2.506, Add Article 2, Chapter 5, Section 2.507, Amend Article 3, Chapter 2, Section 3.203, Amend Article 4, Chapter 4, Section 4.206 (a) (3), and Amend Article 7, Chapter 2, Section 7.201. (This Ordinance Amendment pertains to Unlicensed Residential Facilities, Keeping of Household Animals or Pets)
- 7. Resolution to approve the First Reading of Municipal Code Ordinance Text Amendment to Amend Article I, Chapter 18, Section 6 (Prohibited animals; nuisances) to remove chickens and add Subsection (6) regarding livestock; Article I, Chapter 18, Section 18 (Neighborhood Sanitation) to add Subsection (d) regarding Feeding of wild animals; Article II, Chapter 18, Section 52 (Dog kennels or houses; location; maintenance) to add Subsection (d) regarding restrictions on dog tethering; and Article XXV, Chapter 26 (Transient Housing) to clarify obligations of owners of transient housing facilities.
- 8. Resolution to approve the First Reading of Municipal Code Ordinance Text Amendment to Amend Article 2, Chapter 94, Section 26 (Refuse containers and yard waste containers, specifications) to add Subsection (g) regarding regulation of waste containers storage.

Resolutions

Finance

- 9. Resolution to approve the proposed budget amendment for Budget Year 2022-2023 Increase the appropriation in the following GL account 101-201-818.000 Other Professional Services -\$200,000.
- 10.Resolution to authorize the City Clerk to publish the proposed budget amendment for Budget Year 2022-2023. Increase budget appropriation in the following GL accounts: 101-925-992.084 Debt Services Ottawa Phoenix Center \$663,700, 101-925-995.084 Interest Expense Ottawa Phoenix Center \$314,777. Decrease the budget appropriation in the following GL account: 585-925-995.084 Interest Expense Ottawa Phoenix Center (\$978,477) to record the Ottawa Phoenix Center debt payment in the General Fund instead of Parking Enterprise Fund.

Planning

11. Resolution to approve the petition to vacate Parcel 14-17-403-004 1104 Baldwin Avenue.

Purchasing

- 12. Resolution to approve the Mayor or Mayor Designee to execute a contract with Elam Service Group, LLC to provide on call mowing and weed abatement services for the City of Pontiac.
- 13. Resolution to approve the Mayor or Mayor Designee to execute a contract with The Major Group, LLC to provide production company and event coordinator services for the City of Pontiac Arts Crawl event.

Public Comment (Three Minutes Time Limit)

Discussions

- 14. Friends of the Pontiac Parks Junior Park Ranger Program Opportunity
- 15. Lighthouse Received \$250,000 Housing for Everyone Grant from TD Bank, the Only Recipient Organization from Michigan

Closed Session

16. Resolution to proceed into Closed Session to discuss with counsel pending litigation in the matter of Sewell v Pontiac, et al., Oakland Circuit Court Case No. #2022-197253-NF.

Public Communications

City Council

17. Upcoming Fiscal Year 2023-24 Department Budget Hearings Schedule 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

- 18. Kennedy School Greenhouse is Now Open for Sales this Season, Open School Days from 10:00 am to 1:00 pm, located at Kennedy School, 1500 Baldwin venue, Pontiac 48340
- 19. Friends of the Pontiac Parks is hiring 2 Seasonal Part-Time Supervisors for their Junior Pontiac Park Ranger Program. The job will pay \$20 per hour, five hours per day, 25 hours per week. To apply, or to get more information, call (248) 425-4663.
- 20. Walk-N-Talk the "Doc," Honor Community Health Walking Club, Every Wednesday from May 17 to September 27, 2023, held at Wisner memorial Stadium, 441 Cesar E. Chavez, Pontiac 48342. For more information call (248) 724-7600.
- 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
- 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 for more information
- 23. 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
- 24. 13th Annual Stomp Out Violence: Community Healing Fair by the Identify Your Dream Foundation, May 29, 2023 at 11:00 am, held at Wisner Memorial Stadium, 441 Cesar E. Chavez Avenue, Pontiac 48342
- 25. Third Annual Bunny Shelter Fundraiser, June 2, 2023, held at Alley Cat Café, 31 N. Saginaw Street, Pontiac 48342
- 26. Save the Date: Pontiac Collective Impact Partnership Youth Expo set for June 10, 2023
- 27. Art Fish Fun Festival at Beaudette Park, June 10, 2023 from 11:00 to 4:00 pm, held at Beaudette Park, Orchard Lake Road, Pontiac 48341
- 28. Growing Pontiac Session on Protecting Your Harvest: Controlling Pests, Critters and Disease, June 15, 2023 from 6:00 to 8:00 pm, held at Micah 6 Community, 32 Newberry Street, Pontiac 48341
- 29. Norton Street Innovation Project Free Ice Cream Social, June 15, 2023 from 5:00 to 7:00 pm, held at Norton Street and Florence in Pontiac
- 30. Pontiac Creative Arts Center Kaleidoscope Opening Reception, June 17, 2023 from 6:00 to 9:00 pm, held at the Pontiac Creative Arts Center, 47 Williams Street, Pontiac 48341

- 31. Kaleidoscope, a Celebration of LGBTQ+ Artists and Designers, Exhibit at the Pontiac Creative Arts Center Runs June 17 through July 23, 2023
- 32. 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
- 33. 40th Anniversary Celebration of the Pontiac Fiero, Happening July 12-16 Throughout Pontiac and at the CenterPoint Pontiac Marriott
- 34. Elam Family and Friends Block Party, July 15, 2023 from 11:00 am to 7:00 pm, held at 485 S. Sanford, Pontiac 48341
- 35. Annual Summer Ice Cream Social, July 29 and 30, 2023 from 12:00 to 4:00 pm each day, free admission and free ice cream, held at the Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342
- 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 for more information
- 37. 2023 Memorial VFW/AMVETS Classic Car Show, August 12, 2023 starting at 2:00 pm, held at VFW Post 1370, 800 Cesar E. Chavez Avenue, Pontiac 48340, contact Keith Marbutt at (248) 425-4410
- 38. 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
- 39. Car Show in Downtown Pontiac During the Woodward Dream Cruise, as part of the M1 Concourse Woodward Dream Show, August 19, 2023 from 10:30 to 11:30 am, on North Saginaw Street between Pike and Huron Streets
- 40. 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

- 41. Pontiac Home Repair Program Virtual Webinar, May 25, 2023 from 12:30 to 2:00 pm, for more information visit pontiac.mi.us/homerepair
- 42.Memorial Day Remembrance Celebration and Light a Candle for a Loved One, Thursday, May 25, 2023 from 12:00 to 1:00 pm, held at Ruth Peterson Senior Center, 990 Joslyn Avenue, Pontiac 48342.
- 43. Pontiac Home Repair Program Town Hall, May 31, 2023 from 6:00 to 7:30 pm, Held at Robert Bowens Senior Center, 52 Bagley Street, Pontiac 48341
- 44. Pontiac Home Repair Program Town Hall, June 2, 2023 from 3:30 to 5:00 pm, Held at Ruth Peterson Senior Center, 990 Joslyn Road, Pontiac 48340
- 45. Expungement Clinic and job Fair, June 3, 2023 from 9:00 am to 3:00 pm, held at UMW Sports Complex, 867 South Boulevard East, Pontiac 48341
- 46. Galloway Lake Park redesign Project Visioning Session, June 12, 2023 from 6:00 to 7:30 pm, Presentation will begin at 6:00 pm, held at Pontiac City Hall, Light refreshments will be served

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA

A

Official Proceedings Pontiac City Council 87th 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 16, 2023 at 6:00 p.m. by Council President Pro-Tem William Carrington.

Invocation - Pastor Kathy Dessureau

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

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

Mayor Greimel was present A quorum was announced

Amendments to and Approval of the Agenda

Motion to combine Agenda Address and Public Comment on the agenda. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

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

No: None

Motion Carried

Motion to add on a Resolution to go into Closed Session as the new item #6. Moved by Councilperson Carrington and seconded by Councilperson Goodman.

Ayes: Carrington, Goodman, James, Nicholson and Parker

No: None

Abstain: Rutherford Motion Carried

Motion to add on a Resolution Supporting the Medicare For All Act of 2023 as the new item #13. Moved by Councilperson Carrington and second by Councilperson Rutherford.

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

No: None

Motion Carried

Motion to add a discussion on Smart Transit Routes in the City of Pontiac. Moved by Councilperson Goodman and second by Councilperson Rutherford.

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

No: None

Motion Carried

Motion to remove item #18 from the agenda. Moved by Councilperson James and second by Councilperson Parker.

Ayes: None

No: James, Nicholson, Parker, Rutherford, Carrington and Goodman

Motion Failed

The vote was taken to approve the agenda as amended.

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

No: None

Motion Carried

Consent Agenda

23-177 **Resolution to approve the consent agenda for May 16, 2023.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Whereas, the City Council has reviewed the consent agenda for May 16, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for May 16, 2023 including May 4, 2023 City Council Special Meeting Minutes on the Budget, May 9, 2023 City Council Meeting Minutes and May 11, 2023 City Council Special Meeting Minutes on the Budget.

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

No: None

Resolution Passed

Council President Mike McGuinness arrived at 6:28 p.m. and assumed the chair

Special Presentation

Celebrating Team Pontiac Special Olympics Success

Resolution

City Council

23-178 Resolution recognizing Team Pontiac Special Olympics Success. Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Whereas, it is fitting that the members of this Pontiac City Council and Administration should salute those athletes who, through their extraordinary efforts, have distinguished themselves as true champions of whom we all can be proud; and,

Whereas, the members of Team Pontiac Special Olympics basketball team and their coaches have proven themselves to be the fiercest of competitors and, such, deserving of the highest regard, as they recently won their seventh state championship, March 17th, 2023 in the Michigan Special Olympics Games Basketball Tournament; and,

Whereas, the members of Team Pontiac Special Olympics basketball team have won five-time consecutive state of Michigan championships; and,

Whereas, the Team Pontiac Team Michigan Special Olympics basketball team players are Nate Perkins, Feemier Collazo, Marquise Eason, Deontay Giles, Anthony Jasper, Orien Ramsey, and Andrew Howell; and,

Whereas, the team's successful season would not have been possible without the astute knowledge and leadership of their coaches, Fred McFadden, Tony Pittman, and Larry Redmond; and, Whereas, in addition to the dedicated coaches and family members, Team Pontiac has been supported by many

community members through the years, especially Dr. Petrina Hill, who leadership as Kennedy School's Principal helped get the team started; and,

Whereas, the members of Team Pontiac Special Olympics basketball team epitomize all that is good in today's athletes, as they have achieved a premier level of success in competition while exhibiting the highest degree of character; now, therefore be it

Resolved, that the Pontiac City Council and Pontiac Mayor Tim Greimel hereby honors and congratulates the coaches and the members of Team Pontiac Special Olympics basketball team upon winning its seventh state championship; and further

Resolved, the entire City of Pontiac extends the members of Team Pontiac our best wishes for every continued success in all their future endeavors.

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

No: None

Resolution Passed

Special Presentation Continued

Galloway Lake Park Proposed Plans for Park Improvements

Presentation Presenter: PEA Group

Resolution Continued

Grants and Philanthropy

23-179 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. Moved by Councilperson Carrington and second by Councilperson Parker.

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.

Ayes: Parker, Carrington, Goodman, James, McGuinness and Nicholson No: Rutherford

Resolution Passed

Special Presentation Continued

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 - None

Agenda Address and Public Comments

1. Dr. Deirdre Waterman addressed item #5

- 2. Pastor Kathy Dessureau
- 3. Dr. Deidre Waterman
- 4. Darlene Clark
- 5. Gloria Miller
- 6. Jerome Moore
- 7. Thunderkahraba Miles-El

Discussion (Agenda Add-on)

SMART Transit Routes in the City of Pontiac

Closed Session

23-180 Resolution to go into Closed Session at 7:44 p.m. pursuant to Section 8(h) of the Open Meetings Act, MCL 15.268(h) to review and discuss the confidential attorney-client Memorandum dated May 16, 2023 concerning legal issues in connection with the ordinance referendum process. Moved by Councilperson Carrington and seconded by Councilperson Parker.

WHEREAS, the Mayor directed the City's outside legal counsel, Clark Hill PLC, to provide an attorneyclient privileged legal opinion addressing legal issues related to the ordinance referendum process and Clark Hill PLC has prepared a Memorandum dated May 16, 2023; and

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

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

NOW THEREFOR BE IT RESOLVED, the City Council will proceed in Closed Session pursuant to Section 8(h) of the Open Meetings Act, MCL 15.268(h) to review and discuss the confidential attorney-client Memorandum dated May 16, 2023 concerning legal issues in connection with the ordinance referendum process.

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

No: None

Abstain: Rutherford Resolution Passed

Motion to come out of Closed Session at 8:48 p.m. Moved by Councilperson Nicholson and seconded by Councilperson Parker.

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

Motion Carried

Suspend the Rules

Motion to suspend the rules to take up reconsideration of Ordinance #2406 (Adoption of City of Pontiac Adult-Use Marihuana Business Ordinance) and Ordinance #2407. (Adoption of an Ordinance to Amend the City Of Pontiac Zoning Ordinance to include Adult-Use Marihuana Businesses in Designated Overlay Districts and Amend Appendix B of the Municipal Code of the City Of Pontiac, Amending Article 2, Section 2.103 – Zoning Map, to Create Four (4) Adult-Use Marihuana Overlay Districts Located in the City Of Pontiac, Specifically to be Known as Follows: Adult-Use Marihuana East Walton Overlay District, Adult-Use Marihuana Cesar Chavez Overlay District, Adult-Use Marihuana Downtown Overlay District, And Adult-Use Marihuana Woodward Gateway Overlay District) Moved by Councilperson Nicholson and seconded by Councilperson Parker.

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

No: None

Abstain: Rutherford Motion Carried

Motion to repeal Ordinance #2406 Adoption of City of Pontiac Adult-Use Marihuana Business Ordinance. Moved by Councilperson Goodman and second by Councilperson Carrington.

Ayes: None

No: James, McGuinness, Nicholson, Parker, Carrington and Goodman

Abstain: Rutherford Motion Failed

Motion to repeal Ordinance #2407 Marihuana Businesses in Designated Overlay Districts and Amend Appendix B of the Municipal Code of the City Of Pontiac, Amending Article 2, Section 2.103 – Zoning Map, to Create Four (4) Adult-Use Marihuana Overlay Districts Located in the City Of Pontiac, Specifically to be Known as Follows: Adult-Use Marihuana East Walton Overlay District, Adult-Use Marihuana Cesar Chavez Overlay District, Adult-Use Marihuana Downtown Overlay District, And Adult-Use Marihuana Woodward Gateway Overlay District Resolutions. Moved by Councilperson Carrington and second by Councilperson Goodman.

Ayes: None

No: McGuinness, Nicholson, Parker, Carrington, Goodman and James

Abstain: Rutherford Motion Failed

Ordinances

Resolution to approve the first reading of the 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. Moved by Councilperson Goodman and seconded by Councilperson Rutherford.

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.

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

No: None

Resolution Passed

Motion to postpone for one week 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. Moved by Councilperson Rutherford and seconded by Councilperson Goodman.

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

No: None

Motion Carried

Council Pro-Tem William Carrington was absent during the vote

Resolutions Continued

City Council

23-181 Resolution Advocating for Enactment of the CROWN Act Legislation by the State of Michigan. Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, CROWN (Creating a Respectful and Open World for Natural Hair) Acts have been enacted in other states, enshrining protections for individuals from discrimination over natural and protective hairstyles in the workplace, schools, and other institutions; and,

Whereas, hair discrimination is a form of racial oppression that has long plagued Black Americans looking to make their mark in professional spaces or fully pursue educational opportunities without discrimination at all levels of their educational journey; and,

Whereas, such legislation would extend state law to protect Michigan residents, including those who live and work in our City of Pontiac, from hair-based discrimination by specifying hair texture and protective hairstyles, such as braids, locs, and twists, as traits historically associated with race; and,

Whereas, a CROWN Act was introduced in the previous session of the Michigan Legislature, though it was not enacted, and in this current legislative session State Senator Sarah Anthony has reintroduced the legislation, now identified as Senate Bill 90; now,

Therefore, Be It Resolved, the Pontiac City Council hereby formally supports the passage of Senate Bill 90 and the enactment of the CROWN Act in the State of Michigan; and further

Resolved, the City Council commends our city's State Representative Brenda Carter and our city's State Senator Jeremy Moss for signing on as co-sponsors of the related legislation for this current legislative session as well as the previous legislative session; and further

Resolved, the City Council encourages Pontiac residents and businesses to take appropriate measures to prevent discrimination against individuals for their natural and protective hairstyles in the workplace, in schools, and in other institutions.

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

Resolution Passed

23-182 **Resolution Honoring the Life of Kenny Corr.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, the City of Pontiac, Michigan has been privileged to have many exemplary community members over the decades, whose hard work and dedication contributed to the quality of life in Pontiac and who help their fellow citizens in need; and,

Whereas, Mr. Kenneth Earl "Big Fun" Corr, often referred to as Kenny Corr, was a longtime resident of Pontiac who also grew up in this community; and,

Whereas, Mr. Corr was a dynamic personality and a creative soul, who served as the City of Pontiac's poet laureate over many years; and,

Whereas, it was poignantly written by Mr. Quincy Stewart, II, in describing Mr. Corr, that "his personality and spirit are deeply rooted in the soil of this little town" and that "his poems chronicled our city's history;" and,

Whereas, Mr. Corr passed away on May 10, 2023 at the age of 72, which is a tremendous loss for our community, his family, his friends, his neighbors, and his colleagues; now,

Therefore, Be It Resolved, the Pontiac City Council, Pontiac Mayor Tim Greimel, and the entire City of Pontiac hereby mourns the passing Mr. Kenny Corr; and further

Resolved, the City Council expresses our deepest gratitude for Mr. Corr's dedicated service to our City and to the Citizens of Pontiac, whose lives were enriched because of his willingness to serve, to lead, and to bring people together; and further

Resolved, the City Council and the entire community will remember his work, his personality, his spirit, and his willingness to help others; and further

Resolved, we extend our deepest sympathies to his family, friends, and colleagues.

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

Resolution Passed

23-183 **Resolution Honoring the life of Calandra Green.** Moved by Councilperson Carrington and seconded by Councilperson Rutherford.

Whereas, the City of Pontiac, Michigan has been privileged to have many exemplary community members over the decades, whose hard work and dedication contributed to the quality of life in Pontiac and who help their fellow citizens in need; and,

Whereas, Dr. Calandra Anderson Green was a resident of Pontiac who also grew up in this community, and who served as the barrier-breaking Oakland County Health Director since 2022, taking an active lead on many local public health initiatives; and,

Whereas, through the decades Dr. Green served in public health leadership roles with the Oakland County Health Department in Pontiac, with McLaren Oakland Hospital in Pontiac, and with the North Oakland Medical Center in Pontiac; and,

Whereas, Dr. Green was a warm, caring, thoughtful, and dedicated person; and,

Whereas Dr. Green's life was prematurely cut short, which is a tremendous loss to our community, her family, her friends, her neighbors, and to her past and present colleagues in the public health field and medical community; now,

Therefore, Be It Resolved, the Pontiac City Council, Pontiac Mayor Tim Greimel, and the entire City of Pontiac hereby mourns the passing Dr. Calandra Anderson Green; and further

Resolved, the City Council expresses our deepest gratitude for Dr. Green's dedicated service to our City and to the Citizens of Pontiac, whose lives were enriched because of her willingness to serve, to lead, and to heal; and further

Resolved, the City Council and the entire community will remember her work, her personality, her spirit, and her willingness to help others; and further

Resolved, we extend our deepest sympathies to her family, friends, and colleagues.

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

Resolution Passed

23-184 Resolution Honoring the Life of Retired Pontiac Police Captain Michael Miles. Moved by Councilperson Rutherford and second by Councilperson Carrington.

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.

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

Resolution Passed

23-185 Resolution Supporting the Medicare for All Act of 2023. (Agenda add-on) Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, rationing healthcare in the United States, according to ability to pay, has diminished the overall health of our citizens, to the point that the U.S. ranks 35th in the world in health outcomes, and even worse for infant mortality and life expectancy, yet ranks first in healthcare costs; and, WHEREAS, studies have shown that countries with universal healthcare systems have higher life expectancies, lower infant mortality rates, and improved health outcomes compared to the United States; and,

WHEREAS, before the pandemic, the number of Americans without health insurance was nearly 30 million with about 50 million Americans underinsured, the pandemic has greatly increased these numbers -- up to 45 million additional people have lost jobrelated health insurance, with the impacts most severe among people of color; and,

WHEREAS, without new strategies, the never-ending rising costs of healthcare continue to challenge our already strapped municipal budgets and our businesses that keep our communities thriving; and, WHEREAS, the Medicare for All Act of 2023 will guarantee that all people living in Pontiac will be fully covered for health care without paying premiums, deductibles, copays or other out-of-pocket expenses; be provided lifelong coverage for doctors visits, major medical treatments, prescription drugs, vision, dental, mental health, in-home and institutional rehabilitative long-term medical care and would also slash the cost of bureaucracy, protect the doctor-patient relationship, and assure patients a free choice of doctors; and.

WHEREAS, the Medicare for All Act of 2023 has garnered support from healthcare professionals, labor unions, grassroots organizations, and a significant portion of the American public; and,

WHEREAS, Pontiac's most recent Congresswoman, Brenda Lawrence, was a co-sponsor of the previous interactions of this every term since her election to Congress; and,

WHEREAS, in Michigan, as is throughout our country, Black, Latino, and Indigenous people suffer from significant healthcare disparities compared with their White counterparts, including, but not limited to higher rates of being uninsured, of poor or fair health status, chronic diseases, significantly higher preterm births, maternal and infant mortality, and overall mortality. People of color have been hospitalized at higher rates due to COVID-19 and suffered death at rates alarmingly higher than would be predicted for their population sizes in Michigan. Those same communities of color would see reductions in the aforementioned healthcare disparities by having access to high quality, universal healthcare, that is

provided by the Medicare For All Act of 2023, without the interruptions in care present in an employer-based for-profit system; and,

WHEREAS, the City of Pontiac recognizes the importance of prioritizing the health and well-being of its residents and acknowledges the potential benefits of a comprehensive healthcare system that ensures equal access to care for all; now, therefore, be it

RESOLVED The City of Pontiac hereby expresses its support for the Medicare for All Act of 2023 and urges members of Congress to carefully consider and pass this legislation to improve healthcare access and affordability for all Americans, including the residents of Pontiac, Michigan; and further RESOLVED, The City of Pontiac encourages its elected representatives at the federal level to actively promote and advocate for the passage of the Medicare for All Act of 2023, recognizing the potential positive impact it can have on the health and well-being of Pontiac's residents; and further RESOLVED, The City of Pontiac will communicate this resolution to Pontiac's Federal delegation representing our community, emphasizing the urgency of addressing the current healthcare crisis and the importance of providing comprehensive, affordable healthcare coverage to all residents; and further RESOLVED, The City of Pontiac will work to engage and inform its residents about the Medicare for All Act of 2023, providing educational resources and opportunities for dialogue to foster understanding and support within the community; and further

RESOLVED, The City of Pontiac will actively seek opportunities to collaborate with other municipalities, organizations, and stakeholders to advocate for a fair and equitable healthcare system that prioritizes the health and welfare of all individuals.

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

No: None

Resolution Passed

Councilman Parker was absent during the vote

Department of Public Works (DPW)

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). Moved by Councilperson Rutherford and second by Councilperson Goodman.

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

(\$504,000)

Net Increase in the Appropriation

\$95,200

Ayes: Goodman, James, McGuinness, Parker and Rutherford No: None

Resolution Passed

23-187 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. Moved by Councilperson Parker and second by Councilperson Carrington.

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.

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

Resolution Passed

Finance

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). Moved by Councilperson Nicholson and second by Councilperson Parker.

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)

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

No: Rutherford Resolution Passed

Grants and Philanthropy

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. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

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.

Ayes: Goodman, James, McGuinness, Nicholson, Parker and Carrington No: Rutherford

Resolution Passed

23-190 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. Moved by Councilperson Rutherford and second by Councilperson Goodman.

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 31st, 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.

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

Resolution Passed

Information Technology (I.T.)

23-191 Resolution to approve the purchase of Desktop Personal Computers and Monitors for the 50th District Court. Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, 50th District Court employees currently use desktop computers that are over six years old; and

WHEREAS, the computer monitors at the 50th 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.

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

Resolution Passed

Parks & Recreation

23-192 Resolution to approve the Interlocal Partnership Agreement with Hawthorne Park between Oakland County and the City of Pontiac. Moved by Councilperson Rutherford and second by Councilperson Goodman. Discussion.

Motion to strike Hawthorne and change to Pontiac within the resolution to approve the Interlocal Partnership Agreement with Hawthorne Park between Oakland County and the City of Pontiac. Moved by Carrington and second by Councilperson Nicholson.

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 Pontiac 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 Pontiac 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.

Ayes: Carrington, Goodman, McGuinness and Nicholson No: Parker, Rutherford and James **Motion Carried**

23-192 Amended Resolution to approve the Interlocal Partnership Agreement with Hawthorne Park between Oakland County and the City of Pontiac. Moved by Councilperson Rutherford and second by Councilperson Goodman.

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 Pontiac 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 Pontiac 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.

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

No: None

Resolution Passed

Purchasing

23-193 Resolution award bid and execute agreement/contract with The Major Group for Lawn Chair Concert Series-facilitator of events. Moved by Councilperson Rutherford and second by Councilperson Nicholson.

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 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.

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

Resolution Passed

Communications

City Council and Mayor's Office

Mayor, Clerk and Council Closing Comments

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

Adjournment

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

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

Motion Carried

Council President Mike McGuinness adjourn the meeting at 10:48 p.m.

Garland S. Doyle City Clerk

CONSENT AGENDA B

Official Proceedings Pontiac City Council 88th 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 18, 2023 at 5:23 p.m. by Council President Mike McGuinness.

Invocation - None

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Members Present - William Carrington, Mike McGuinness, Brett Nicholson, and Melanie Rutherford

Mayor Tim Greimel was present A quorum was announced

Excuse Councilmembers

Motion to excuse Councilperson Mikal Goodman, Kathalee James and William Parker Jr. for personal reasons. Move by Councilperson Carrington and second by Councilperson Rutherford.

Ayes: Carrington, McGuinness, Nicholson and Rutherford

No: None

Motion Carried

Amendments to and Approval of the Agenda

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

Motion to add a Resolution to proceed into Closed Session to consider and discuss a Confidential Legal Opinion concerning the City's Legal Obligations regarding the Phoenix Center and Budget-Related Implications. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

Ayes: McGuinness, Nicholson, Rutherford and Carrington

No: None

Motion Carried

Vote was taken to approve the agenda as amended

Ayes: McGuinness, Nicholson, Rutherford and Carrington

No: None

Motion Carried

Councilman Mikal Goodman arrived at 6:01 pm Councilwoman Kathalee James arrived at 6:02 pm

May 18, 2023 Draft Special Budget Meeting

Agenda Items

Department Hearings

1. Finance

Dept. 202- Income Tax Administration

Dept. 206 - Finance Administration

Dept. 233 – Purchasing

Dept. 253 - Treasurer

Councilman William Park Jr. arrived at 6:38 pm

2. Communications

Dept. 227 – Communications

Dept. 291 - Cable

Cable Fund - 231

Dept. 228 - Information Technology (IT)

Public Comment - None

Closed Session

Resolution to proceed into Closed Session at 7:17 p.m. pursuant to Section 8(h) of the Open Meetings Act, MCL 15.268(h) to review and discuss the Confidential attorney-client Memorandum dated May 18, 2023 concerning legal issues in connection with the City's obligations involving the Phoenix Center. Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, the Mayor directed the City's outside legal counsel, Clark Hill PLC, to provide an attorneyclient privileged legal opinion addressing legal issues related to the City's obligations associated with to the Phoenix Center and any budget-related implications, and Clark Hill PLC has prepared a Memorandum dated May 18, 2023; and

WHEREAS, the Michigan Open Meetings Act provides that a public body may meet in Closed Session to consider material exempt from discussion or disclosure by state or federal statute; and WHEREAS, written confidential communications that are the subject of attorney-client privilege are exempt from disclosure and may be discussed in Closed Session pursuant to Section 8(h) of the Open Meetings Act, MCL 15.268(h).

NOW THEREFOR BE IT RESOLVED, the City Council will proceed in Closed Session pursuant to Section 8(h) of the Open Meetings Act, MCL 15.268(h) to review and discuss the confidential attorney-client Memorandum dated May 18, 2023 concerning legal issues in connection with the City's obligations involving the Phoenix Center.

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

Resolution Passed

Motion to come out of Closed Session at 8:06 p.m. Moved by Councilperson Rutherford and seconded by Councilperson Parker.

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

Motion Carried

Adjournment

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

May 18, 2023 Draft Special Budget Meeting

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

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 8:08 p.m.

Garland S. Doyle City Clerk

#4 ORDINANCE

CITY OF PONTIAC

ORDINANCE No.

AN ORDINANCE TO AMEND THE CITY OF PONTIAC CITY CODE TO AMEND CHAPTER 118 TO ADD ARTICLE IV STORMWATER CONTROL IN ORDER TO MAINTAIN COMPLIANCE WITH STATE LAW AS FOLLOWS:

CHAPTER 118, ARTICLE IV

The City of Pontiac Ordains:

Amend Chapter 118 to add Article IV Stormwater Control, as follows:

ARTICLE IV. STORMWATER CONTROL

DIVISION 1. GENERAL PROVISIONS

118-300 - 118-323 Reserved

118-324 General Provisions.

Authority. This Ordinance is enacted in accordance with the Federal Water Pollution Control Act of 1972, 33 U.S.C. 1251 et seq., as amended; Part 31 of the Natural Resources and Environmental Protection Act of 1994 ("Part 31"), MCL 324.3101 et seq., as amended; the "Storm Water Discharges from Municipal Separate Storm Sewer Systems (MS4s)" issued by the Michigan Department of Environment, Great Lakes, and Energy pursuant to Part 31, as amended; Act 288 of 1967 (Subdivision Control Act), MCL 560.101 et seq., as amended by the Land Division Act, MCL 560.101 et seq.; Act 283 of 1909 (County Road Law), MCL 224.1 et seq., as amended; Act 40 of 1956 (Drain Code), MCL 280.1 et seq., as amended; and Act 96 of 1987 (Mobile Home Commission Act), MCL 125.2301et seq., as amended.

Purpose. Prevention of pollution from stormwater runoff and the protection of the quality of the waters of the state of Michigan is of utmost importance to the People of the City of Pontiac. It is the purpose of this Ordinance and any rules promulgated pursuant to this Ordinance:

- (A). To protect the environment against pollution and other effects from stormwater runoff, and to protect the public health and safety;
- (B). To provide for the implementation of a stormwater control program in the City of Pontiac to protect public and private property by minimizing and preventing flooding, streambank erosion, pollution, and other negative impacts from uncontrolled, excess stormwater runoff;

- (C). To establish standards and criteria for the design and construction of stormwater control systems subject to the requirements of this Ordinance;
- (D). To establish best management practices for the design, construction, maintenance, and operation of stormwater control systems subject to the requirements of this Ordinance;
- (E). To provide for the issuance of stormwater construction approvals for construction activities subject to the requirements of this Ordinance;
- (F). To provide for the long-term preservation and maintenance of stormwater control systems subject to the requirements of the Ordinance;
- (G). To authorize the inspection of stormwater control systems subject to the requirements of this Ordinance; and
- (H). To provide for the administration, implementation, and enforcement of this Ordinance.

Administration. This Ordinance shall be administered by the City of Pontiac, or its designees.

State Rules. Unless otherwise specifically provided in this Ordinance, the provision of this Ordinance shall control over less stringent rules of the Michigan Department of Environment, Great Lakes, and Energy, unless contrary to law.

No Waiver of Other Obligations. Nothing in this Ordinance or any rule promulgated pursuant to the Ordinance shall be construed to reduce, abated, alter, modify, amend, or affect any duty or obligation to preserve and protect the environment, including the Clinton River and Rouge River watersheds or other waters of the state, to control soil erosion and sedimentation, to protect wetlands, or to prevent air, water, or other pollution.

Incorporation by Reference. Rules, regulations, other regulatory standards or statutory provisions incorporated or adopted by reference in the Ordinance, or any rules promulgated pursuant to this Ordinance shall have the same force and effect given to any provision of this Ordinance.

Severability and Conflict. The provisions of this Ordinance shall be severable. If any provision of this Ordinance is declared by a Court of competent jurisdiction to be unconstitutional or otherwise invalid, the remaining provisions of this Ordinance shall remain valid and enforceable. To the extend the terms and requirements of this Ordinance conflict

with other City rules or regulations concerning stormwater control. The terms and requirements of this Ordinance shall control.

118-325 Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved means the approval of the City of Pontiac representative(s) and or City departments.

Applicant - A property owner, or the property owner's authorized agent or representative, responsible for regulated construction activity on a development site and who is seeking to obtain stormwater construction approval.

Best management practice, or BMP - A practice or combination of practices that have been determined by the City to be the preferred method of preventing, minimizing, or reducing pollution and other effects of stormwater and stormwater runoff. BMPs include but are not limited to schedule of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of Pollutants directly or indirectly to storm water, receiving waters, stormwater control systems, City storm drains, or MS4. BMPs also include treatment practices, operating procedures and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage, as regulated by this Ordinance.

Bioretention area — A component of a stormwater control system that is comprised of a depressed land area that contains specific soil, plant materials, and other features and is used for channel protection and/or water quality control.

Bridge – A structure, including supports, built to carry a feature over surface water or watercourse, with a clear span of more than 20 feet measured along the center of the feature being carried.

 $Buffer\ strip\ -$ A zone that is used for filtering stormwater and to direct stormwater runoff into a stormwater control system and/or for providing maintenance access to a stormwater control system.

Catch basin – A structure designed to collect water from the surface and convey it into a closed conduit.

City – The City of Pontiac and their designated representative or representatives.

City storm drain(s) means the "City of Pontiac Storm Sewer System" and the City of Pontiac Drainage System and Facilities".

Closed conduit - An enclosed conveyance designed to carry stormwater runoff such that the

surface of the water is not exposed to the atmosphere, including without limitation storm sewers, culverts, closed City drains, and pipes.

Construction activity – A manmade activity, including without limitation, clearing, grading, excavating, construction and paving, that results in an earth change or disturbance in the existing cover or topography of land, including any modification or alteration of a site or the "footprint" of a building that results in an earth change or disturbance in the existing cover or topography of land.

Construction Permit – A construction permit issued by the City after the issuance of a stormwater construction approval in accordance with this Ordinance and the rules promulgated hereunder.

Conveyance – Any structure or other means of safely conveying stormwater and stormwater runoff within a stormwater control system, including without limitation a watercourse, closed conduit, culvert, or bridge.

WRC-The Oakland County Water Resources Commissioner of Oakland County, Michigan.

County drains – Drains established pursuant to the Michigan Drain Code of 1956, MCL 280.1 et seq., as amended.

County road - Shall include roads and road rights-of-way within the jurisdiction of the Road Commission of Oakland County.

Culvert – A structure, including supports, built to carry a feature (i.e., roadway) over a surface water or watercourse, with a clear span of less than 20 feet measured along the center of the feature being carried.

 $Design \ storm - A \ rainfall \ event of specified size and return interval that is used to calculate the water volume and peak flow rate that must be handled by a stormwater control system.$

Detention or Detain – The temporary storage of stormwater and stormwater runoff to control peak flow rates and/or provide pollutant removal before discharging the water to a surface water or closed conduit.

Detention system – A component of a stormwater control system, either aboveground or belowground, that detains stormwater and stormwater runoff. Detention systems may include, without limitation, open detention basins and underground detention systems.

Development site - The property on which regulated construction activity will occur or is occurring or has occurred.

Director - The Director of the City of Pontiac Department of Public Services or their designee.

Drainage area - The entire upstream land area from which stormwater runoff drains to a

particular location, including any off-site drainage area.

Extended detention – The storage and gradual release of stormwater from a detention system over a period of not less than 48 hours.

Flood control – Methods used to reduce or prevent negative impacts of stormwater runoff.

Forebay – A component of a stormwater control system that is comprised of surface water that is used as a pretreatment system.

Illicit Connections. An illicit connection means either of the following:

- (a) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter a stormwater control system, MS4, County drain, road drain, or receiving waters including but not limited to any conveyances which allow an non-stormwater discharges, including sewage, Wastewater, wash water to enter the stormwater control system, and any connection to the storm drain system from indoor drain and sinks, regardless of whether said drain or connection had been allowed, permitted or approved by the City; or
- (b) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which as not been documented in plans, maps, or equivalent records and approved by the authorized City department.

Long-Term Maintenance Agreement – Long-Term Maintenance Permit fully executed by the City, Property Owner and other public entity approved by the City, together with a resolution issued by the City.

Long-Term Maintenance Permit – A Long-Term Maintenance Permit issued by the City, including the long-term maintenance plan approved by the City, pursuant to this Ordinance and the rules promulgated pursuant to this Ordinance.

Long-Term Maintenance Plan - A written document submitted as part of the construction permit application that identifies all the stormwater control system components, maintenance responsibilities and schedule, and is included in the Long-Term Maintenance Permit executed by the City and the Property Owner and other public entity approved by the City.

Manufactured treatment system - A component of a stormwater control system that is comprised of a manmade device or structure that is used as a pretreatment system.

MS4 - Municipal Separate Storm Sewer System is a system of drainage (including, but not limited to, roads, storm drains, pipes and ditches) that is publicly owned, not a combined sewer or part of a sewage treatment plant.

MS4 Permit - A permit under Section 402 of the Federal Water Pollution Control Act of 1972, as amended, and under Part 31 of the Michigan Natural Resources and Environmental Protection Act of 1994, as amended, that authorizes communities with MS4s to discharge stormwater to the waters of the state.

Non-stormwater Discharge - Any discharge to a storm water control system, MS4, County drain, road drain, or receiving waters that is not composed entirely of stormwater.

Open detention basin - A component of a stormwater control system that is comprised of a surface water that is used as a detention system.

Ordinance - The City of Pontiac Stormwater Control Ordinance.

Peak flow rate - The maximum instantaneous rate of flow at a particular location within a stormwater control system, usually in reference to a specific design storm event.

Permit – A construction permit or long-term maintenance permit, as applicable, issued by the City pursuant to this Ordinance.

Permit Office - The Permit Office of the City of Pontiac Department of Public Services, Engineering Division.

Permit Holder – A person granted a permit pursuant to this Ordinance.

Person - A natural person, trustee, court-appointed representative, syndicate, association, partnership, firm, club, limited company, limited liability company, s corporation, c corporation, partnership, limited liability partnership, business trust, institution, agency, government corporation, municipal corporation, city, county, municipality, district, or other political subdivision, department, bureau, agency or instrumentality of federal, state, or local government, or other entity recognized by law as the subject of rights and duties, whether organized in the State of Michigan or another state, country or territory.

Pollutant - Any substance introduced into the environment that may adversely affect the public health, safety, welfare, or the environment, or the usefulness of a resource. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects; and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; wastewater, sewage, fecal coliform, and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises — Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking areas.

Pretreatment system - A structure, feature, or appurtenance, or combination thereof, either aboveground or belowground, that is used as a component of a stormwater control system to remove incoming pollutants from stormwater and stormwater runoff. Pretreatment systems may include, without limitation, forebays, manufactured treatment systems, and bioretention areas.

Property Owner- A person with legal title to real property on which a stormwater control system is constructed pursuant to this Ordinance.

Regulated construction activity - Construction activity that is subject to the provisions of this Ordinance or a rule promulgated pursuant to this Ordinance.

Retention or Retain - The storage of stormwater and stormwater runoff to provide gravity settling of pollutants and to promote infiltration into the soil, rather than to discharge the stormwater or stormwater runoff to a surface water or closed conduit.

Retention basin - A component of a stormwater control system that retains stormwater and stormwater runoff with no outlet to the receiving drainage system. Retention basins discharge via infiltration and evaporation.

Stormwater - Water resulting from precipitation, including without limitation rain, snow, and snowmelt.

Stormwater construction approval - An approval issued pursuant to this Ordinance and rules promulgated pursuant to this Ordinance.

Stormwater control program - The ordinances, orders, rules, regulations, and other mechanisms that provide for the control of stormwater and stormwater runoff to prevent and reduce flooding and to ensure the restoration and/or protection of surface waters in Pontiac with respect to the City, stormwater control program consists of the requirements of this Ordinance and any rules or regulations promulgated under this Ordinance, the Oakland County Water Resources Commissioner Stormwater Engineering Design Standards Manual, and activities mandated by the City of Pontiac Municipal Separate Storm Sewer System (MS4) Permit as issued by the Michigan Department of Environment, Great Lakes, and Energy to the City.

Stormwater control system - Any structure, feature, or appurtenance subject to this Ordinance or a rule promulgated pursuant to this Ordinance that is designed to collect, detain, retain, treat, or convey stormwater or stormwater runoff, including without limitation buffer strips, swales, gutters, catch basins, closed conduits, detention systems, pretreatment systems, wetlands, pavement, unpaved surfaces, structures, watercourses, or surface waters. Stormwater control system also includes, City of Pontiac Storm Sewer System, County drains, County road drainage system and receiving waters.

Stormwater Engineering Design Standards — A manual published separately by the Oakland County Water Resources Commissioner and updated periodically that outlines key elements of this Ordinance and the Rules and assists with their implementation. Specifically, the manual describes: performance standards for stormwater control systems, design criteria for the various components of stormwater control systems, and design and maintenance information for various BMPs.

Stormwater runoff - The excess portion of precipitation that does not infiltrate the ground, but "runs off" and reaches a conveyance, surface water, or watercourse.

Surface water - A body of water, including without limitation seasonal and intermittent waters, in which the surface of the water is exposed to the atmosphere, including without limitation lakes, open detention basins, forebays, watercourses, bioretention areas, retention basins,

wetlands, and impoundments.

Underground detention system - One or more underground pipes and/or other structures that are utilized as a detention system.

Watercourse - A natural or artificial channel through which water flows, including without limitation rivers, streams, vegetated swales, open channels, and open County Drains.

Wastewater - Any water or other liquid, other than uncontaminated storm water discharged from a facility.

Watershed - The complete area or region draining into a watercourse, surface water, or closed conduit.

Wetland - Land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh.

118-326 - 118-360 Reserved.

DIVISION 2. APPLICABILITY

118-361 General.

This ordinance and rules promulgated to this ordinance shall apply to all the following:

- (a) construction activity that negatively impacts or may negatively impact stormwater runoff into or around new or existing road rights-of-way within the jurisdiction of the City;
- (b) construction activity that negatively impacts or may negatively impact stormwater runoff into or around City storm sewers or any part of the storm sewer system and/or WRC drains;
- (c) construction activity that negatively impacts or may negatively impact stormwater runoff in projects that are subject to the requirements of Act 288 of 1967 (Subdivision Control Act), MCL 560.101 et seq., as amended;
- (d) construction activity that negatively impacts or may negatively impact stormwater runoff from projects that are subject to Act 96 of 1987 (Mobile Home Commission Act), MCL 125.2301 et seq., as amended;
- (e) construction activity that negatively impacts or may negatively impact stormwater runoff into, on, or through property owned by the City;
- (f) construction activity that negatively impacts or may negatively impact new or existing storm sewer systems owned, operated, or controlled by the City; and

(g) construction activity that occurs within and negatively impacts or may negatively impact water quality or water resources in watersheds or sub-watersheds impacted by discharges authorized by the Michigan Department of Environment, Great Lakes, and Energy pursuant to the City of Pontiac Municipal Separate Storm Sewer Systems (MS4) Permit. Construction activity that negatively impacts or may negatively impact stormwater runoff or water quality includes, without limitation, construction activity that: increases stormwater runoff rates, velocities, or volumes; increases water pollution or transports pollutants; causes erosion and/or sedimentation of waterways; causes a lack of ground infiltration; increases water temperatures; exceeds the safe receiving capacities of storm sewer systems owned, operated, or controlled by the City; or endangers public health or safety.

Notwithstanding the foregoing Section 118-361, this Ordinance shall not apply to emergency repairs within a City right-of-way.

118-362 Requirements.

- (A) Nothing in this Ordinance, or in any rule promulgated pursuant to this Ordinance, invalidates any rule, regulation, or ordinance prior to the Effective Date of this Ordinance.
- (B) Nothing in this Ordinance or in any rule promulgated pursuant to this Ordinance shall apply to construction activity that is subject to a stormwater control program enacted by the City that imposes requirements equal to or more stringent than the minimum applicable requirements of this Ordinance.
- (C) The City, in its sole discretion, and to the extent permitted by law, may enter into an agreement with any permit holder, property owner, or person, government, municipality, or agency for the purpose of implementing, in whole or in part, this Ordinance and/or any rule promulgated pursuant to this Ordinance, with respect to construction.

118-363 Prohibition of Illegal Discharges and Illicit Connections.

- (a) Illegal Discharges. It shall be a violation of this ordinance for any person to discharge into the stormwater control system, MS4, County drain, road drain, receiving waters or watercourses, any materials, including but not limited to: pollutants or water containing pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater unless otherwise approved by this Article.
- (b) <u>Illicit Connections</u>. The construction, use, maintenance, or continued existence of an illicit connections to the stormwater drain system, MS4, County drain, road drain, receiving waters or watercourses is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law and practices applicable at the time of connection. A person is considered in violation of this Ordinance, if the person connects a line conveying sewage to the MS4, County drain, road drain, receiving waters or watercourses or allows such a connection to continue.

118-364—118-375 Reserved.

DIVISION 3. STORMWATER CONSTRUCTION APPROVALS

118-376 General requirements.

It shall be a violation of this Ordinance to engage in regulated construction activity except in accordance with this Ordinance and rules promulgated pursuant to this Ordinance, and pursuant to a valid stormwater construction approval and construction permit issued by the City. A stormwater construction approval shall be issued in a form and manner approved by the City and may be incorporated into a construction permit or other approval issued under or required by another ordinance, statute, or regulation.

118-377 Application for stormwater construction approval.

(A) Applicants shall submit a written application for a stormwater construction approval to the City. The application shall be made in a form and manner approved by the City and shall include all information and documentation required by the City pursuant to this Ordinance or rules promulgated pursuant to this Ordinance. While an application for stormwater construction approval and a construction permit may be executed by an authorized representative or agent of the property owner on whose land the stormwater control system is or will be located, a long-term maintenance permit shall be executed by the property owner itself, the City and approved by

- (B) After issuance of a stormwater construction approval, but prior to commencement of construction activity, the Applicant shall obtain a construction permit from the City.
- (C) All proposed modifications to a stormwater control system shall be submitted to the City in writing, together with all information and all supporting documentation required by the City pursuant to this Ordinance or rules promulgated pursuant to this Ordinance to support the proposed modification. A person shall not commence regulated construction activity associated with a proposed modification without a stormwater construction approval and construction permit from the City.
- (D) All construction permits issued by the Permit Office shall expire not later than two (2) years after the date of issuance, unless extended in writing by the Permit Office for good cause shown by the Permit Holder.

118-378 Financial assurance for regulated construction activity.

- (A) The City may require an Applicant to provide financial assurance for regulated construction activity.
- (B) Financial assurance provided pursuant to this section shall be in the form of a performance bond, cashier's or certified check, or unconditional irrevocable letter of credit. The City may accept, with prior approval, an equivalent instrument as financial assurance for regulated construction activity.
- (C) The City may establish the form and amount of financial assurance to be provided; the events, circumstances, or occurrences that will cause the City to release the financial assurance; and other requirements for financial assurance to satisfy the purposes of this Ordinance.
- (D) The City will only release the construction permit and financial assurance after the City receives a recorded copy of the resolution and fully executed long-term maintenance permit, including the maintenance plan and schedule, pursuant to Division 6 of this Ordinance, and all fees assessed pursuant to this Ordinance have been paid, in accordance with this Ordinance and the rules promulgated pursuant to this Ordinance.

DIVISION 4. DESIGN AND CONSTRUCTION REQUIREMENTS FOR STORMWATER CONTROL SYSTEMS

118-391 General.

- (A) Except as provided below, stormwater control systems shall be designed in accordance with the minimum requirements for performance and design that are set forth in this Ordinance and in rules promulgated pursuant to this Ordinance.
- (B) The City encourages the development and use of innovative stormwater control system designs and construction techniques, including without limitation the use of non-structural practices to reduce stormwater runoff and/or its water quality impacts, to achieve the flood control and water quality objectives of this Ordinance and the rules promulgated hereunder.
- (C) Notwithstanding any provision in this Ordinance or a rule promulgated pursuant to this Ordinance, the City may require stormwater control systems to satisfy performance and/or design standards more stringent than the minimum requirements for performance and design set forth in this Ordinance and in rules promulgated pursuant to this Ordinance when necessary to address unique flood control or water resources protection issues at a development site that negatively impacts or may negatively impact adjacent properties or downstream of a development site.

118-392 Requirements for design of a stormwater control systems.

- (A) Stormwater control systems under City jurisdiction shall meet the standards of the Oakland County Water Resources Commissioner, Storm Water Engineering Design Standards, latest edition and the requirements of this Ordinance and the rules promulgated pursuant to this Ordinance. It shall be the responsibility of the Applicant or its designee, subject to obtain the approval of the City pursuant to this Ordinance and rules promulgated pursuant to this Ordinance to . The City may deny a stormwater construction approval for a system design that is not in compliance with these requirements.
- (B) In designing a stormwater control system, the Applicant shall consider all relevant and appropriate factors, including without limitation the following:

- (1) the public health, safety, welfare, and the environment;
- (2) the inconvenience caused by stormwater runoff on the subject property;
- (3) the long-term impact of regulated construction activity on stormwater runoff on, from, and beyond the property;
- (4) the natural drainage pattern of the land;
- (5) the impact of the regulated construction activity on the affected watershed(s);
- (6) the effect of complete upstream development on the subject property as determined by applicable master plans and/or stormwater plans; and;
- (7) the extent of downstream improvements necessary for proper stormwater drainage.

118.393-118.399 Reserved.

DIVISION 5. FEES FOR STORMWATER CONSTRUCTION APPROVALS

118-400 General.

A City agency may recommend to the City Council a written schedule to be adopted by the City to establish a fee system for administering and implementing the stormwater control program. The fee system may include fees for application submittal and review, permit issuance, project overview, compliance inspections, and any other task or service performed by the City to administer or implement the requirements of this Ordinance or rules promulgated hereunder. Fees may be refundable or nonrefundable, as determined appropriate by the City, and may include charges for time and materials utilized by the City in implementing and administering the requirements of this Ordinance or rules promulgated pursuant to this Ordinance. The fees described in this Article are separate and distinct from the financial assurance that may be required pursuant to Section 118-378 of this Ordinance. The schedule of fees shall be established from time to time by resolution of the City Council.

118-401—118-405 Reserved.

MAINTENANCE

118-406 Demonstration of long-term maintenance.

The property owner where the stormwater construction occurs shall demonstrate to the City in the application or during the application review process, as determined appropriate by the City, that the stormwater control system shall be maintained in perpetuity. This demonstration shall be made by entering into an agreement with the City in the manner specified in this Ordinance and in rules promulgated pursuant to this Ordinance.

118-407 Scope of long-term maintenance.

For purposes of this Ordinance and rules promulgated pursuant to this Ordinance, long-term maintenance shall include: site monitoring, inspection and preventative maintenance activities necessary to ensure that a stormwater control system functions properly as designed; maintenance of structural and vegetative BMPs installed and implemented to meet the performance standards; remedial actions necessary to repair, modify, or reconstruct the system in the event the system does not function properly as designed at any time; notification to subsequent owners of limitations or restrictions on the property; actions necessary to enforce the terms of restrictive covenants or other instruments applicable to the property pursuant to this Ordinance and rules promulgated pursuant to this Ordinance; and such other actions as may be set forth in rules promulgated hereto, all such actions to be performed in perpetuity.

118-408 Long-term maintenance agreement process.

The long-term maintenance agreement shall be between the owner of the property on which the stormwater control system is constructed and the City. The City will approve long-term maintenance agreement for the project pursuant to this Ordinance that identifies, among other things, the limits of the stormwater control system, the party responsible for maintenance, and the activities required to ensure that the system functions effectively. Long-term maintenance shall begin after construction of the stormwater control system has been completed, the City has performed a final inspection of the completed stormwater control system which it approves, and the City has received the engineer's certificate of construction for the completed stormwater control system. After the City's approval of the final inspection of the stormwater system and the City receives the engineer's certificate of construction for the completed stormwater system and prior to the expiration date of the construction permit, the Property Owner shall obtain a resolution issued by City Counsel to execute the long-term maintenance agreement on

behalf of City in accordance with this Ordinance and the rules promulgated pursuant to this Ordinance. The City will not release the construction permit and financial assurance until all the above are completed.

118-409 Recording.

After the City's approval of the long-term maintenance agreement, the long-term maintenance permit together with the resolution shall be recorded at the Oakland County, Michigan Register of Deeds. No long-term maintenance permit shall be recorded prior to the City's approval. The long-term maintenance agreement shall run with the land and be binding on the Property Owner and any successors or assigns.

118-410—118-425 Reserved.

DIVISION 7. AUTHORITY AND DUTIES OF INSPECTORS

118-426 Authority.

Upon presentation of proper credentials and identification, and after stating the authority and purpose of the inspection, City inspectors shall be promptly permitted to enter and inspect a development site. The inspection shall be for the purpose of investigating the development site's stormwater control systems or components of the stormwater control systems, to determine compliance or non-compliance with this Ordinance, rules or regulations promulgated pursuant to this Ordinance, stormwater construction approvals, permits issued and agreements pursuant to this Ordinance.

118-427 Duties of inspectors.

While entering and performing an inspection on private property pursuant to Section 118-26 above, a City inspector shall observe and comply with all safety rules applicable to the premises.

118-428 —118-445 Reserved.

All persons subject to the requirements of this Ordinance shall fully cooperate with the City to ensure that the requirements of this Ordinance, rules promulgated pursuant to this Ordinance, stormwater construction approvals and permits issued hereunder are satisfied. Whenever possible, the City shall attempt to enter into voluntary agreements to resolve violations of this Ordinance, rules promulgated pursuant to this Ordinance, stormwater construction approvals and permits issued hereunder.

118-447 Investigations, notices of violations, informal conferences, and voluntary agreements.

- (A) If the City believes that a violation of this Ordinance, a rule promulgated pursuant to this Ordinance, a stormwater construction approval or permit issued hereunder may have occurred or exists, the City shall, as soon as practicable, initiate an investigation.
- (B) Based upon the findings of the investigation, the City shall informally attempt to verbally counsel the Permit Holder or violator on proper methods of remediation.
- (C) If, after the investigation and informal attempt at obtaining compliance, the City determines that a violation still exists, the City shall provide written notice of the violation or violations to the Permit Holder or violator, such notice to be given by US mail to the Permit Holder or violator at the address on file with the Permit Office or to the Permit Holder or violator by email to the email address on file with the Permit Office. A written notice of violation shall include a statement of facts upon which the violation is based.
 - 1. Permit Holder or violator shall have fourteen (14) days after notice of violation is given to enter into a Consent Agreement with the City that resolves or corrects the violation to the City's satisfaction.
 - 2. Within seven (7) days after notice of violation is given, the Permit Holder or violator may request an informal conference be held within the fourteen (14) day period after notice of violation is given.
 - 3. All notices hereunder shall be deemed given on the day of mailing (if by US Mail) or on the day of transmission (if by email).

(D) The City shall provide an opportunity for Permit Holder or violator to enter into a voluntary agreement (Consent Agreement) designed to bring the Permit Holder or violator into compliance. If a Consent Agreement is not entered into, the City shall take appropriate enforcement action pursuant to this Ordinance and other applicable provisions of law.

118-448 Administrative compliance orders.

- (A) If the City determines that a violation of this Ordinance, a rule promulgated pursuant to this Ordinance, a stormwater construction approval or permit issued hereunder has occurred or exists, the City may issue an Administrative Compliance Order pursuant to this Section 118-148.
- (B) Except as provided in Section 118-149, the City may issue an Administrative Compliance Order in the following circumstances:
 - (i) the City determines that a person has violated a Consent Agreement entered with the City; or
 - (ii) the City determines that a person has violated or continues to violate this Ordinance, a rule promulgated pursuant to this Ordinance, a stormwater construction approval or permit issued hereunder, and the City has attempted to resolve the violation pursuant to Section 118-147, but no Consent Agreement has been entered.
 - (C) The Administrative Compliance Order shall contain a statement of facts upon which the order is based, a description of the actions that must be taken to correct the non-compliance, a compliance schedule, and other requirements as might be reasonably necessary to address the non-compliance. Administrative Compliance Orders also may contain administrative fines and penalties, and such other monetary relief for the non-compliance, including without limitation, amounts necessary to compensate the City for costs incurred investigating, administering, and enforcing this Ordinance or rules promulgated hereto.
 - (D) Within twenty-eight (28) days after the issuance of an Administrative Compliance Order, the person or persons receiving the order may appeal the issuance of the order by providing notice to the Director of the City's Department of Public Services or its designee, such notice specifically identifying the matter being appealed and the basis for

the appeal. The Director shall address the appeal within 56 days of receiving the same. The Director shall consider the appeal and decide whereby it affirms, rejects, or modifies the action being appealed. In considering such appeal, the Director may consider the recommendations of its staff and the comments of other persons having knowledge of the matter. Any person dissatisfied with the Director's decision may exercise his or her appeal rights outlined in Division 9 of this Ordinance.

118-449 Emergency administrative orders.

- (A) The City may issue an emergency administrative order (Emergency Order) without attempting to resolve a violation by using the enforcement procedures described in Section 118-147 and 118-148 if the City finds that a violation of this Ordinance, a rule promulgated pursuant to this Ordinance, or a stormwater construction approval issued hereunder constitutes or causes, or will constitute or cause, a substantial injury to the public health, safety, welfare, or the environment, and that it would be prejudicial to the interests of the people of the City to delay action.
- (B) Emergency Orders issued pursuant to this Section 118-149 shall contain a statement of facts upon which the order is based and notification to the person that it must immediately take action to discontinue, abate, correct, or otherwise address the imminent and substantial injury caused or likely to be caused by the non-compliance.
- (C) Within seven (7) days after issuance of an Emergency Order, the City shall provide the person an opportunity to be heard and to present any proof that the non-compliance does not or will not constitute imminent and substantial injury to the public health, safety, welfare, or the environment.
- (D) An Emergency Order issued pursuant to this Section 118-149 is effective on issuance and shall remain in effect until Permit Holder or violator remedies the condition which required the Emergency Order or until an order of the Oakland County Circuit Court is issued. To the extent the Permit Holder or violator does not remedy the condition, the City has the option of taking any action deemed necessary, in the City's discretion, to remedy the condition and assess the costs associated with the same against the Permit Holder or violator, as outlined in Section 118-150.

118-450 Assessment of expenses and attorney fees.

To the extent the City is required to expend resources, including but not limited to, expenses,

labor, administrative time or attorney fees to enforce this or any other provision of this Ordinance, a rule promulgated pursuant to this Ordinance or a stormwater construction approval, the City shall be entitled to assess the same against the Permit Holder or violator and deduct or assess the same from any bond or other financial assurance.

118-451 Municipal Civil Infractions.

- (A) Violation; Municipal Civil Infraction. A person who violates any provision of this Ordinance or rules promulgated hereunder, including without limitation any notice, order, stormwater construction approval, agreement, decision, or determination promulgated, issued, made, or entered by the City under this Ordinance or rules promulgated hereunder, is responsible for a municipal civil infraction for which the City may issue a citation, with the violator subject to payment of a civil fine of One Thousand Dollars (\$1,000.00) for each infraction, plus costs and other sanctions outlined in this Ordinance or otherwise provided by law. The City may issue such infraction or infractions against individual members, shareholders, directors, managers, officers, or other officials of entities, incorporated or not, such as, but not limited to, limited liability companies, limited companies, s corporations, c corporations, partnerships, and limited liability partnerships, whether organized in the State of Michigan or another state or country. Nothing provided for in this section shall impede the City's ability to secure compliance as otherwise outlined in this Article or institute a civil action as provided by Section 118-152 or elsewhere in this Ordinance, rules promulgated pursuant to this Ordinance or as otherwise provided by local or State law.
 - (B) Repeat Offenses; Increased Fines.
 - (i) Increased fines may be imposed for repeat offenses. As used in this section, "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision of this Ordinance or rule promulgated hereunder that is committed by a person within a 12-month period from a prior finding or admission of responsibility.
 - (ii) The increased fine for a repeat offense under this section shall be as follows:
 - (a) The fine for any offense that is a first repeat offense shall be not less than \$2,500, plus costs.
 - (b) The fine for any offense that is a second repeat offense, or any subsequent repeat offense shall be not less than \$5,000, plus costs.

- (C) Unpaid Fines and Costs. Any fines and costs assessed pursuant to this section that are not paid in full within twenty- e i g h t (28) days after adjudication of the same, the outstanding balance shall double.
- (D) Authorized City Officials. The Director of the Department of Public Services or her or his respective designees and authorized representatives are authorized City Officials for purposes of issuing municipal civil infraction citations (directing alleged violators to appear in district court) for violations of this Ordinance.
- (E) Procedures. Except as otherwise provided by this section, the procedures for municipal civil infraction citation actions shall be as set forth in Chapter 86, Article X (Municipal Civil Infractions) of the Code of Ordinances of the City of Pontiac.
- (F) Remedy Not Exclusive. The City need not exhaust the remedies otherwise outlined in this Ordinance prior to issuing a municipal civil infraction citation, nor must the City exhaust any other remedies prior to issuing a municipal civil infraction.

118-452 Civil actions.

The City, by and through Corporation Counsel or its designee, may bring a civil action in the name of the City to enforce the provisions of this Ordinance and rules promulgated pursuant to this Ordinance. Nothing in this Ordinance shall preclude the City from instituting an action for appropriate legal and/or equitable relief in Oakland County Circuit Court to restrain, correct, or abate a violation of this Ordinance, a rule or regulation promulgated pursuant to this Ordinance, or a stormwater construction approval issued hereunder; or to stop an illegal act; or to abate a nuisance; or to prevent pollution or flooding.

118-453 Criminal penalties; imprisonment.

Any person who:

- (A) Violates this Ordinance, or any notice, order, stormwater construction approval, or decision or determination promulgated, issued or made by the City under this Ordinance; or
- (B) Intentionally makes a false statement, representation, or certification in any application for, or

#5 ORDINANCE



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

TO:

Planning Commission

FROM:

Mark Yandrick, Planning Manager

DATE:

May 11, 2023

RE:

Staff Report: Zoning Text Amendments, Stormwater

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. The first reading of this ordinance is scheduled for Tuesday, May 23, 2023. Staff requests the second or future reading be scheduled on Tuesday, June 6, 2023.

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

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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 Zoning Ordinance Text Amendment to Amend Article 2, Chapter 6, Section 6.202(D), and to amend Article 2, Chapter 6, Section 6.208 (Required Information) and to Amend Article 2, Chapter 6, Section 7.301 (Definitions).



Resolution to Approve First Reading of Zoning Ordinance Text Amendment to Amend Article 2, Chapter 6, Section 6.202(D), and to amend Article 2, Chapter 6, Section 6.208 (Required Information) and to Amend Article 2, Chapter 6, Section 7.301 (Definitions)

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 23, 2023, at 47450 Woodward Ave,

Pontiac, MI 48342 at 6:00 p.m., there were:

PRESENT:

ABSENT:

The following preambles and resolution were offered by _______ and seconded by ______:

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

amend the City of Pontiac Zoning Ordinance to Amend 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 23, 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.
By:

CITY OF PONTIAC

AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO AMEND THE STORMWATER SUBMITTAL REQUIREMENTS AND ESTABLISH THE DEFINITION FOR DISTURB AREA:

ARTICLE 6, CHAPTER 2, SECTION 6.202

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 6.202 – Amend the requirements for site plan review

Amend Article 4, Chapter 2, Section 6.208 – Amend the requirements for utilities review with the City's Stormwater Ordinance

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 offsite 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. <u>Authority.</u> 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.
 - 2. <u>Request for Planning Commission Review.</u> The planning administrator or the applicant shall have the option to request Planning Commission consideration of plans eligible for administrative review.

- 3. <u>Appeals</u> 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 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.

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 1	Plan R	eview
DEVELOPMENT A	ACTIVITY			NR	AR	Sk	SP
		NEW CONSTRUCTION	Maria and Park				
Accessory Structure	es (smaller than 200 sq. ft. or re	esidential)					-
In any district, up to unit (building permit	200 sq. ft. in area and accessory s s are required)	structures of any size accessory t	to a single family dwelling	•			
	Accessory Structures (non	residential larger than 200 sq.	ft.)				1
	greater that are accessory to any quire sketch plan review if the ac				•	•	
Manor House						111	
New construction of a 3-4 unit manor hou	a new 3-4 unit manor house structure	cture on a single lot, or conversion	on of an existing structure to			•	
Non-Residential or	Multiple Family						
Construction of any manufactured housing	non-residential structure, multiple ng community	e-family apartment building with	a 3 or more units, or				
One or two family o	dwellings on a single lot						
	BUILDING ADD	DITIONS, MODIFICATIONS,	and ALTERATIONS				
Increases in floor years shall be review	area to existing multiple-family o wed as follows. Note that associat landsca	or non-residential buildings base ed site improvements that are re aping may require a different lev	quired due to the increase in	xpansie floor a	ons in t	he prev h as pa	ious 5 rking o
Architectural Chan	nges				1		
Modifications to a be	uilding facade or architectural fea	atures that comply with the stand	ards of this ordinance				

Sk: Sketch Plan SP: Site Plan Review Key: NR: Not Required AR: Admin. Review DEVELOPMENT ACTIVITY NR AR Sk Increase in Floor Area (minor) 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. Ñh is located on a rear or side facade Ñh will not be visible from a major or minor thoroughfare Nh will not negatively impact surrounding property in the opinion of the planning administrator Increase in Floor Area (moderate) An increase of more than 10% but less than 15% of the existing floor area for any non-residential or multiple family building Increase in Floor Area (major) An increase of more than 15% of the existing floor area for any non-residential or multiple-family building Limited Reconstruction without Expansion Demolition of less than 50% of the existing footprint area of a building and reconstruction that expands the building footprint by less than 10% Limited Reconstruction with Expansion Demolition of less than 50% of the existing footprint area of a building and reconstruction that expands the building footprint by more than 10% Major Reconstruction Demolition and reconstruction of more than 50% of the existing footprint area of a building SITE IMPROVEMENTS WITHOUT SIGNIFICANT BUILDING EXPANSION Landscape Changes 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 Minor Changes During Construction due to unanticipated site constraints, or to improve safety, protect natural features or comply with unanticipated requirements of outside agencies Park improvements Parking Increase (limited) 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 Parking Increase (major) 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 Parking Lot Improvements without Expansion Parking lot improvements, alterations to the internal layout, resurfacing or re-striping, or the installation of pavement and curbs to off-street parking lots 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

Key:	NR: Not Required	AR: Admin. Review	Sk: Sketch Plan	SP	: Site I	lan Re	view
DEVELOPMENT A	CTIVITY	Mariana		NR	AR	Sk	SP
Change in Or Establ	lishment of a Permitted Use			-			
When no significant c	hanges in the existing site design	n, facilities, structures or amenit	ies are required				
Change in Or Establ	lishment of a Permitted Use						
When significant char	nges in the existing site design, fa	acilities, structures or amenities	are required				
Nonconforming Uses	s and Sites (substitution or cha	nge of use)				1	
Substitution of a nonc	onforming use for a more confo	rming use, or a change in the use	e of a nonconforming site				
Special Exception Us	ses			\$			
Establishment of or al	terations to an approved special	exception use, including billboa	rds		ų.		-
		GENERAL					
, ,	he opinion of the planning admir istrative or sketch plan review	nistrator, is not exempted from si	ite plan review or that does		the safe de factories		The second second second
	of a similar character and intend determined by the planning admi		es with the same required	•			Profession in

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. <u>Postponement</u>. 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. <u>Denial</u>. 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. <u>Approval.</u> 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. <u>Approval subject to conditions</u>. 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. <u>Public hearing</u>. 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. <u>Determination</u>. 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. <u>Preliminary site plans</u> 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. <u>Extensions.</u> 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

SP: Site Plan AR: Administrative Review Plan Sk: Sketch Plan Key: DEVELOPMENT ACTIVITY 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-ofway). Legal description of the property. Architect's, engineer's, surveyor's, or landscape architect's seal. 1 SITE PEAN 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. EXISTING 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. 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.

Key: SP: Site Plan Sk: Sketch Plan AR: Administrative Review Plan

Key:	SP: Site Plan Sk: Sketch Plan	AR: Adminis	HALIYEN	CAICM I IN
	DEVELOPMENT ACTIVITY	SP	Sk	AR
Gross and usabl	e building floor areas.			Lancaca Canada
Existing and pro Irainage.	oposed easements and rights-of-way (locations and descriptions) for utilities, access and	8 A 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	•	
	ting plan with all existing and proposed lighting locations, heights from grade, specifical methods of shielding.	tions,	•	
	grid overlaid on the site plan indicating light intensity throughout the site in foot-candles, shown on the plan shall reflect overlapping illumination zones created by proposed fixtu		•	
Specifications a nethod of shiel	and details for each type of light fixture, including the total lumen output, type of lamp, a ding.	nd		
Waste receptacl	e locations and methods of screening.	n	•	% d m
Transformer pa	d location and method of screening, if applicable.		•	
Outdoor sales, o	display or storage locations and method of screening, if applicable.	•		
Locations, sizes	s, heights, types and methods of illumination of all proposed signs.	•		
	BUILDING and ARCHITECTURAL DETAILS			
	ctural drawings sufficient to convey the intended look and appearance of the building, ar e and color of building materials, detailing, and other architectural features.	nd to		in the second
materials, roof	ng facade elevations, drawn to an appropriate scale and indicating type and color of build design, projections, canopies, awnings, window openings, entrance features, doors, overl ral features and any building-mounted mechanical equipment, such as air-conditioning a	hangs,		k.
	olans with all exits clearly delineated.	•		
Entrance detail:	s, including signs and details of signs.	0		
Carport location	ns and details, if applicable.	•		
	ACCESS and CIRCULATION	-		
Names of abutt other paved sur	ing streets, and the width, depth, type and curbing for all streets, parking lots, sidewalks faces.	and •		ļ-,
Loading and ur	aloading areas.	· Ø.		
Designation of	fire lanes and signs stating "no parking" and "fire lane."	•		
	dimensions of access points, including deceleration or passing lanes and distances between osing driveways and street intersections.	en .		
Location and d rights-of-way.	imensions of existing and proposed interior sidewalks and sidewalks or paths within pub	lic '	•	414
	and maneuvering aisle dimensions (including accessible parking space and access aisle avement markings, traffic control signage, designation of fire lanes and location and dim s.	ension •		
	sible routes from accessible parking spaces to accessible building entrances, with sufficion along the route to verify compliance with the City's adopted building code.	ent	•	
Accessible rou	tes and ramp slopes by indicating point elevations at the perimeter of such areas.		•	
	he proposed accessible route(s), including accessible parking signs, curb ramps, ramps, a learances of accessible building entrances/doors, as applicable.	and .		
	LANDSCAPING and SCROTHING			

Key: SP: Site Plan Sk: Sketch Plan AR: Administrative Review Plan

			200
DEVELOPMENT ACTIVITY	SP	Sk	AR
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.	1 90 9	•	
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.	A SAUN		
Complete irrigation system design.			
A basic annual landscape maintenance program.)	
Trilities, 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	7.00		Walter A
Water mains, hydrants and building services and sizes.	Mark Inte		r School
General stormwater runoff calculations and approximate size and location of retention basins	to En		10 40 34
Detailed storm sewers, site grading, drainage, detention basins, and/or other pertinent facilities as required by Section 118-III Stormwater Control of this Ordinance.	Ne le		
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.	4/49	•	12.76
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.			

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.

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.

#6 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

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.

The first reading is scheduled for May 23, 2023. Staff requests that the second (or future) reading be considered on June 6, 2023.

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.

A municipal code change is concurrently proposed to create the registration process and annual inspection of the State-Licensed and unlicensed group homes as well as boarding houses. The standards would be similar to the City's rental inspection process.

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 <u>APPROVAL</u>, 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 Zoning Text Amendment, Planning Commission Code Enforcement and Group Homes

4

Resolution of the Pontiac City Council

To Approve First Reading of Zoning Ordinance Text Amendment to Amend Article 2, Chapter 5, Section 2.502, to Amend Article 2, Chapter 5, Section 2.506, Add Article 2, Chapter 5, Section 2.507, Amend Article 3, Chapter 2, Section 3.203, Amend Article 4, Chapter 4, Section 4.206(A)(3), and Amend Article 7, Chapter 2, Section 7.201



Resolution to Approve First Reading of Zoning Ordinance Text Amendment to Amend Article 2, Chapter 5, Section 2.502, to Amend Article 2, Chapter 5, Section 2.506, Add Article 2, Chapter 5, Section 2.507, Amend Article 3, Chapter 2, Section 3.203, Amend Article 4, Chapter 4, Section 4.206(A)(3), and Amend Article 7, Chapter 2, Section 7.201

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 23, 2023, at 47450 Woodward Ave, Pontiac, MI 48342 at 6:00 p.m., there were:

PRESENT:		
ABSENT:		
	nd resolution were offered by	and
seconded by	:	

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend the City of Pontiac Zoning Ordinance to Amend Article 2, Chapter 5, Section 2.502, to Amend Article 2, Chapter 5, Section 2.507, Amend Article 3, Chapter 2, Section 3.203, Amend Article 4, Chapter 4, Section 4.206(A)(3), and Amend Article 7, Chapter 2, Section 7.201.

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 23, 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 May 23, 2023, 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.

	By:	
Dated: May 23, 2023	Its: City Clerk	

CITY OF PONTIAC

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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

ARTICLE 2, CHAPTER 5, SECTION 2.507

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

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

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

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

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 7.201 – Residential Uses is amended to clarify definitions.

2.502 Boarding or Lodging House.

- A. **Location.** Such uses may only be located along an A or B street.
- 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.
- C. Other Applicable Regulations. Such uses shall comply with the requirements of Sections <u>26-1311</u> through <u>26-1343</u> of the Code of Ordinances.

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.¹

- A. **Licensing.** In accordance with applicable state laws, all State 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 State 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. New State Licensed Residential Facilities shall be located a minimum of one-half (1/2) mile from any other State Licensed Residential Facility, Boarding and/or Lodging house, 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.
- 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.
 - <u>Pick-Up and Drop-Off.</u> 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.
 - 2. <u>Hours of Operation.</u> Group child day care homes shall not operate more than 16 hours per day.
- 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 <u>6.701</u> 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.

3.203 Uses Requiring Special Exception Permit.

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.

4.206 Keeping of Household Animal or Pets.

- 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:
 - 1. <u>Common household pets</u> 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 of any-one-species permanently boarded or kept *and not more than nine (9) total common household pets* The keeping of more than three common household pets of any one one species is a kennel use. Refer to Table 2₇: 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.
 - 2. <u>Livestock</u>, 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. <u>Poultry</u>, 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. Roosters or male chickens or any other type or class of fowl or poultry are prohibited.
- ii. Only six (6) egg laying hens are allowed at any one time.
- iii. Slaughtering of any chickens at the property is prohibited.
- 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.
- 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.
- 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.
- 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 31st of current year and a renewal permit will be required.
- 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.
- ix. 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.

4. <u>Litters</u> shall be exempt from these requirements until weaned.

7.201	Residentia	l Uses. 🚨	SHARE	\sim

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.
- 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.
- 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.
- E. **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.
- F. **One Family Dwelling Unit.** A building designed exclusively for residential occupancy by not more than *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 residential facilities, to the extent permitted by law, are permitted only in District R-4 by special exemption permit.
- 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.

- 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.
- 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.).
 - 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)

- 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).
- 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.
- 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.
- 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.
- <u>5.</u> 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.

Type of State Licensed Residential Facility	Number of Persons	Private Home
Less Than 24-F	lour Care	
Family Day Care Home	1-6	Yes
Group Child Day Care Home	7-12	Yes
24-Hour (Care	
Persons unde	r age 18	
Foster Family Home	1-4	Yes
Foster Family Group Home	4-6	Yes
Persons age 18	and Over	
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

- I. 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 facilities are independent for each dwelling. Each dwelling unit has a first-floor entrance into the unit directly from the exterior of the building.
- J. **Two Family Dwelling Unit.** A building designed exclusively for residential occupancy by two *families* with the character of a single-family structure, and with separate kitchen, sleeping, and sanitary facilities for each *family*.

Chicken Breed Chart to Help Choose Your Chicken

Chicken Breed	Picture	Bird Size Ib.	Egg Color and Size	Cold Hardy	Behavior	Brooding/Best Coop Recommendation	Egg Laying
Ameraucana		4-5	blue	yes	well adaptable to confinement or free range; mostly calm, non-aggressive	occasional brooder Best coop: GGC Chic Mobile for 8-12 birds	good
Ancona		4-6	white	yes	prefers free range; nervous & restless in confinement; flyer; active, flighty, marked wildness, avoids human contact	non-setter Best Ccoop: Large Wood Backyard Chicken Coop Poultry Hen House with Outdoor Run	Excellent
Andalusian		5.5-7	white	no	semi-adaptable to confinement, but prefers free range; active, flighty, noisy, avoids human contact	mostly a non- setter Best Coop: Large Wood Backyard Chicken Coop Poultry Hen House with Outdoor Run	good
Appenzeller			white	no	not very tolerant of close confinement; flyer; active, flighty	can be broody early maturing Best Coop: Walk in chicken	good

Chicken Breed	Picture	Bird Size Ib.	Egg Color and Size	Cold Hardy	Behavior	Brooding/Best Coop Recommendation	Egg Laying
Araucana			blue	yes	well adaptable to confinement or free range; calm, non- aggressive	good, or frequent, brooder Best Coop: EZ-fit 3 x 4 Chicken Coop	good
Aseel		5- 5 3/4	cream	yes	bears confinement better than most other game breeds; extremely fierce & pugnacious, but docile & easily handled when away from other cocks; because of aggressiveness, not recommended for a mixed flock	coop for 6 to 8	excellent
Australorp or Black Australorp		6.5-8.5	brown	yes	well adaptable to confinement or free range; calm, docile; more easily handled	mixed brooding Best Coop: Walk in chicken coop for 6 to 8	good
Barnevelder			dark brown		well adaptable to confinement or free range; calm, docile	mixed brooding Best Coop: 67" Farmhouse Wooden Chicken Coop with Display Top. Run Area and Nesting Box	excellent

Chicken Breed	Picture	Bird Size Ib.	Egg Color and Size	Cold Hardy	Behavior	Brooding/Best Coop Recommendation	Egg Laying
Belglan D'Anver, or Antwerp Belgian, Barbu d'Anvers			white	no	active, flyer; hens calm, cocks can be aggressive	broody Best Coop: Large Wood Backyard Chicken Coop Poultry Hen House with Outdoor Run	fair
Brahma		9.5-12	brown	yes	adaptable to confinement or free range; mostly gentle; more easily handled.	broody Best Coop: 67" Farmhouse Wooden Chicken Coop with Display Top, Run Area and Nesting Box	good
Buckeye		6.5-9	brown	yes	adaptable to confinement, very adaptable to free range; calm, docile; can be curious; more easily handled.	broody Best Coop: 67" Farmhouse Wooden Chicken Coop with Display Top, Run Area and Nesting Box	good
Buff Sablepoot/ Botted Bantam			white or tinted in color	yes	adaptable to confinement or free range; mostly gentle; more easily handled.	good, or frequent, brooder Best Coop: 144" Large Backyard Hen House Chicken Coop w/ Long Run	Excellen

Chicken Breed	Picture	Bird Size		Cold Hardy	Behavior	Brooding/Best Coop Recommendation	Egg Laying
Campine		4-6	white	no	economical eater; semi- adaptable to confinement, but prefers free range; flyer; alert, lively; can be curious; some are rather wild, others can be quite tolerant of humans	non setter Best Coop: 144" Large Backyard Hen House Chicken Coop w/ Long Run	good
Catalana		6-8	white	no	less tolerant of close confinement; active, vigorous, avoids human contact	non setter Best Coop: 144" Large Backyard Hen House Chicken Coop w/ Long Run	good
Chantecler		6.5-8.5	brown	yes	bears confinement well; calm, docile, although there are reports of skittishness.	broody Best Coop: Amish Chicken Mansion for 12-18	excellen
Crevecoeur			white	no	suited for close (and dry) confinement; active; can be aggressive	non setter Best Coop: Amish Chicken Mansion for 12-18	good

Chicken Breed	Picture	Bird Size Ib.	Egg Color and Size	Cold Hardy	Behavior	Brooding/Best Coop Recommendation	Egg Laying
Delaware		6.5-8.5	brown	yes	well adaptable to confinement or free range; calm, docile	broody Best Coop: Amish Chicken Mansion for 12-18	excellen
Dominique or Dominiker		5-7	brown	yes	well adaptable to confinement or free range; calm mostly, but more flighty than other dual purpose breeds	Coop with Display	good
Dorking		7-9	white	yes	adaptable to confinement or free range; calm; docile; stately or awkward; fattens easily; more easily handled	very broody Best Coop: 67" Farmhouse Wooden Chicken Coop with Display Top, Run Area and Nesting Box	poor
Faverolles		6.5-8	cream	yes	bears confinement well; alert; calm; very docile; genteel; prone to bullying by others, so may not do well in a mixed flock	occasional brooding Best Coop: Large Wood Backyard Chicken Coop Poultry Hen House with Outdoor Run	good

Chicken Breed	Picture	Bird Size Ib.	Egg Color and Size	Cold Hardy	Behavior	Brooding/Best Coop Recommendation	Egg Laying
Holland or American Holland		6.5-8.5	white	yes	well adaptable to confinement or free range; calm, good tempered	broody Best Coop: Large Wood Backyard Chicken Coop Poultry Hen House with Outdoor Run	good
Jaerhon or Norwegian Jaerhon or Norske Jærhøne			white	yes	adaptable to confinement, but prefers free range; active, flighty	non setter Best Coop: Large Wood Backvard Chicken Coop Poultry Hen House with Outdoor Run	excellent
Java	PLACE JAYA FEMALE	7.5-9.5	brown	yes	well adaptable to confinement or free range; calm	broody Best Coop: Chicken Coop Poultry Hen House w/Run - Green	good
Jersey Giant		10-13	brown	yes	because of size, not an economical eater; adaptable to confinement or free range; calm, gentle, more easily handled.	Best Coop:	excellent

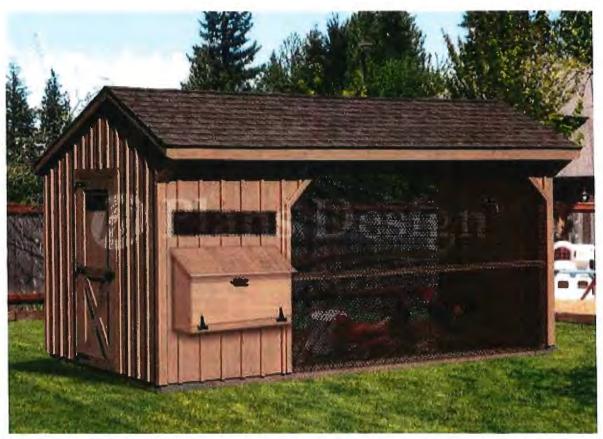
Chicken Breed	Picture	Bird Size Ib.		Cold Hardy	Behavior	Brooding/Best Coop Recommendation	Egg Laying
La Fleche		6.5-8	white	yes	well adaptable to confinement or free range; active, flighty, avoids human contact	non setter Best Coop: Chicken Coop Poultry Hen House w/Run - Green	excellent
Langshan		7.5-9.5	brown	yes	well adaptable to confinement or free range; active for their size; graceful; not as calm or docile as other large breeds	occasional brooder Best Coop: Large Wood Backyard Chicken Coop Poultry Hen House with Outdoor Run	good
Leghorn		4.5-6	white	no	economical eater; better adaptable to confinement then some Mediterranean; enjoys free range; flyer; flighty; spritely, noisy, nervous, usually avolds human contact.	non setter Best Coop: Large Wood Backyard Chicken Coop Poultry I len House with Outdoor Run	excellent
Malay		7-9	brown	no	needs to be active; intolerant of close confinement; among the most aggressive, but more placid than most game birds; because of aggressiveness, not recommended for a mixed flock	96" Wooden Backyard Hen House Chicken	good

Chicken Breed	Picture	Bird Size Ib.	Egg Color and Size	Cold Hardy	Behavior	Brooding/Best Coop Recommendation	Egg Laying
Marans			dark brown	no	varies widely by individual and strain.	brooder Best Coop: 96" Wooden Backyard Hen House Chicken Coop Tractor	excellent
Minorca		7.5-9	white	no	adaptable to confinement, but prefers free range; restlessly active, flighty, avoids human contact	non setter Best Coop: 96" Wooden Backyard Hen House Chicken Coop Tractor	excelent
Naked Neck or Transylvanian Naked Neck or Turken			light brown	yes	well adaptable to confinement or free range; active; calm, docile; more easily handled	broody Best Coop: Amish Chicken Mansion for 12-18	excellent
New Hampshire or New Hampshire Red		6.5-8.5	light brown	yes	well adaptable to confinement or free range; calm; can be docile or aggressive; can be curious	occassional brooder Best Coop: Amish Chicken Mansion for 12-18	excellent

Chicken Breed	Picture	Bird Size Ib.	Egg Color and Size	Cold Hardy	Behavior	Brooding/Best Coop Recommendation	Egg Laying
Orpington		8-10	brown	yes	adaptable to free range; very adaptable to confinement; docile; more easily handled; can be bullied	frequent, brooder Best Coop: 144" Large Backyard Hen House Chicken Coop w/ Long Run	excellent
Plymouth Rock		7.5-9.5	brown	yes	well adaptable to confinement or free range; calm, docile; more easily handled	broody Best Coop: 144" Large Backyard Hen House Chicken Coop w/ Long Run	excellent
Rhode Island		6.5-8.5	brown	yes	well adaptable to confinement or free range; active, calm & fairly docile, can be aggressive (cocks are especially notorious)	non setter Best Coop: 144" Large Backyard Hen House Chicken Coop w/ Long Run	excellent
Spanish, White-Faced Black Spanish, Spanish White Ear, or Clownface			white	no	adaptable to confinement, but prefers free range; flighty, haughty, noisy, avoids human contact	non setter Best Coop: The Garden Coop	excellent

Chicken Breed	Picture	Bird Size Ib.		Cold Hardy	Behavior	Brooding/Best Coop Recommendation	Egg Laying
Sumatra			white	no	needs to be active; Intolerant of close confinement; pugnacious; because of aggressiveness, not recommended for a mixed flock	broody Best Coop: 96" Wooden Backyard Hen House Chicken Coop Tractor	good
Sussex		7-9	light brown	yes	well adaptable to confinement or free range; calm; gentle; active; can be curious; more easily handled	broody Best Coop: 96" Wooden Backyard Hen House Chicken Coop Tractor	good
Welsumer or Welsummer			dark brown	yes	well adaptable to confinement or free range; lively, but more docile than flighty.	mixed broody Best Coop: 96" Wooden Backyard Hen House Chicken Coop Tractor	excellen
Wyandotte		6.5-8.5	brown	yes	well adaptable to confinement or free range; calm.	occasional brooder Best Coop: 96" Wooden Backyard Hen House Chicken Coop Tractor	excellet

Samples





Samples

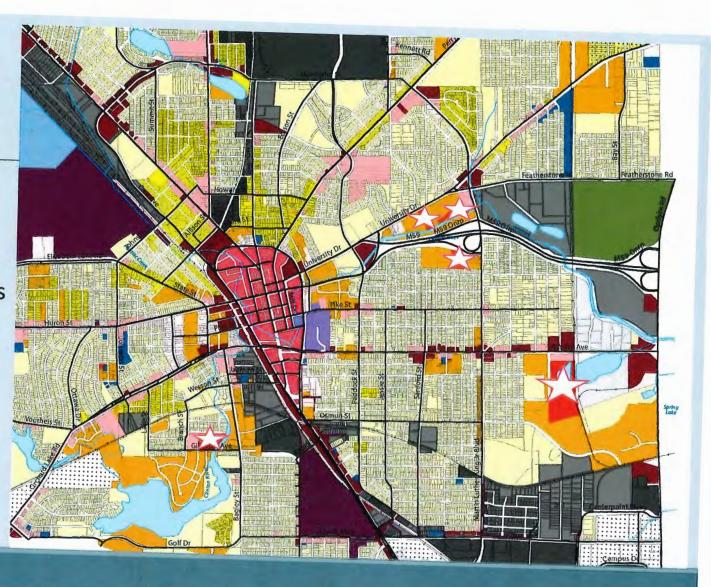




Zoning Map



R-4 Zoned Properties



#7 ORDINANCE

Resolution of the Pontiac City Council
To Approve First Reading of Municipal Code Ordinance Text
Amendment to Amend Article I, Chapter 18, Section 6 (Prohibited
animals; nuisances) to remove chickens and add Subsection (6)
regarding livestock; Article I, Chapter 18, Section 18 (Neighborhood
Sanitation) to add Subsection (d) regarding Feeding of wild animals;
Article II, Chapter 18, Section 52 (Dog kennels or houses; location;
maintenance) to add Subsection (d) regarding restrictions on dog
tethering; and Article XXV, Chapter 26 (Transient Housing) to



clarify obligations of owners of transient housing facilites.

Resolution of the Pontiac City Council To Approve First Reading of Municipal Code Ordinance Text Amendment to Amend Article I, Chapter 18, Section 6 (Prohibited animals; nuisances) to remove chickens and add Subsection (6) regarding livestock; Article I, Chapter 18, Section 18 (Neighborhood Sanitation) to add Subsection (d) regarding Feeding of wild animals; Article II, Chapter 18, Section 52 (Dog kennels or houses; location; maintenance) to add Subsection (d) regarding restrictions on dog tethering; and Article XXV, Chapter 26 (Transient Housing) to clarify obligations of owners of transient housing facilites.

	eeting of the City Council ("Council") of the City of Pontiac, Co the "City") at a meeting held on May 23, 2023, at 47450 Woodwam, there were:	
PRESENT:		
•		
ABSENT:		
The follows	ing preambles and resolution were offered by:	and

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

City of Pontiac Municipal Code Ordinance to Amend Article I, Chapter 18, Section 6 (Prohibited animals; nuisances) to remove chickens and add Subsection (6) regarding livestock; Article I, Chapter 18, Section 18 (Neighborhood Sanitation) to add Subsection (d) regarding Feeding of wild animals; Article II, Chapter 18, Section 52 (Dog kennels or houses; location; maintenance) to add Subsection (d) regarding restrictions on dog tethering; and Article XXV, Chapter 26 (Transient Housing) to clarify obligations of owners of transient housing facilities.

WHERAS, the City of Pontiac City Council finds it is in the best interest for the health, safety, and welfare, to approve the amendments to the Municipal Code Ordinance Text Amendments as presented.

NOW THREFORE, BE IT RESOLVED by the Pontiac City Council that it hereby adopts the first reading of the amendments to the City of Pontiac's Municipal Code Ordinance as presented to the city Council on May 23, 2023.

Community Development Department

Rachel Loughrin, Director Larry Domski, Building Official Jack McIntyre, Code Enforcement Manager Deborah Younger, Economic Development Manager Mark Yandrick, Planning Manager



To:

City Council

FROM:

Jack McIntyre

DATE:

May 18, 2023

RE:

Resolution for Ordinance Amendments

The Code Enforcement Division is requesting City Council's approval for the following ordinance amendments.

Text Amendment to Amend Article 2, Chapter 94, Section 26 (Refuse Containers and yard waste containers, specifications) to add Subsection (g) regarding regulations of waste containers storage.

Text Amendment to Amend Article 1, Chapter 18, Section 18 (Neighborhood Sanitation) to add Subsection (d) regarding feeding of wild animals.

Text Amendment to Amend Article 1, Chapter 18, Section 16 (Prohibited animals: nuisances) to add Subsection (6) regarding chickens and livestock.

Text Amendment to Amend Article 2, Chapter 18, Section 52 (Dog kennels or houses; locations; maintenance) to add Subsection (d) regarding restrictions on dog tethering.

Staff recommends City Council consider the approval for the attached ordinance amendments.

CITY OF PONTIAC

ORDINANCE No.

AN ORDINANCE TO AMEND THE CITY OF PONTIAC MUNICIPAL CODE TO ADD RESTRICITIONS FOR THE FEEDING OF WILD ANIMALS, INCLUDE RESTRICTIONS ON DOG TETHERING, REMOVE CHICKENS FROM THE PROHIBITED ANIMALS LIST, ADD LIVESTOCK TO THE PROHIBITED ANIMALS LIST, AND CLARIFT ARTICLE XXV TRANSIENT HOUSING:

The City of Pontiac Ordains:

Amend Article 1, Chapter 18, Section 6- Prohibited animals; nuisances is amended to delete chickens from Subsection (1) and add Subsection (6) for livestock;

Amend Article 1, Chapter 18, Section 18- Neighborhood sanitation to add subsection (d) restricting feeding of wild animals;

Amend Article 1, Chapter 18, Section 52- Dog kennels or houses; location; maintenance is amended to add Subsection (d) to include restrictions on dog tethering; and

Amend Article XXV, Chapter 26- Transient Housing is amended to clarify obligations of owners of transient housing facilities.

ARTICLE I. IN GENERAL

18-6 Prohibited animals; nuisances. BHARE

No person shall sell, keep, possess or maintain within the city any of the following life forms:

- (1) Cows, horses, pigs, goats, chickens, geese or ducks;
- (2) Wild, undomesticated or untamed animals;
- (3) Reserved;
- (4) Poisonous fish or insects;
- (5) Any other inherently harmful or dangerous animal, reptile, fish or insect.

(6) Livestock, including but not limited to, cattle, sheep, new world camelids, old world camelids, llamas, goats, bison, privately owned cervids, ratites, swine, aquaculture species, and rabbits.

Provided, that this section shall not prohibit a circus, zoo, menagerie, serpentariamserpentarium, aquarium, laboratory or Department of Community and Human Services from keeping the above where the same are securely confined under the care and custody of an attendant ensuring that the public will not be harmed.

Provided further, that this section shall not apply to any animal, including but not limited to horses, which is utilized by any police department or any law enforcement agency in the performance of police work.

(Code 1985, § 6-7; Ord. No. 2183, § 1, 6-30-05; Ord. No. 2396, 7-12-22)

18-18 Neighborhood sanitation, SHARE

- (a) It shall be a violation of this section for any person to walk any animal on any property, whether public or private, and fail to immediately remove all feces deposited by the animal, by a sanitary method, and transport the feces to a receptacle located on property where the person or animal resides. This does not apply to people employing leader dogs for the blind.
- (b) A person described above shall possess the proper equipment to perform the removal and shall display it upon request.
- (c) Violation of this section shall be a municipal civil infraction.
- (d) Feeding of wild animals and birds prohibited except the feeding of birds and squirrels by means of an elevated feeder.
- (i) It shall be unlawful for any person to feed any wild animal in any area in the city. Wild animals shall include all raccoons, skunks, rodents, rabbits, crows, wild birds, including without limitation, pigeons, doves, and seagulls, feral cats, mice, fowl, waterfowl, gophers, groundhogs, moles, opossums, squirrels, and every other wild animal.
- (ii) All ground feeding is prohibited. The scattering of food or food scraps on the ground by an individual shall be prima facie evidence that the individual intended to provide the food or food scraps for ground feeding.
- (iii) This prohibition shall not apply to the feeding of wild birds or squirrels provided that such feeding is done only from containers and supports

which prohibit access by other rodents and/or wild animals, and are elevated at least 48 inches above ground level.

(Ord. No. 2149, § 1, 10-17-02; Ord. No. 2396, 7-12-22)

ARTICLE II. DOGS

DIVISION 1. GENERALLY

18-52 Dog kennels or houses; location; maintenance SHARE SHARE

- (a) No dog kennels, houses, yards, pens, coops or runs may be located:
 - (1) In the front yard of a residential lot, tract or parcel;
 - (2) Within ten feet of a side or rear lot line; or
 - (3) Within 20 feet of an adjacent residential structure.
- (b) All doghouses shall be centered in a strategically located place to provide adequate shade in the summer months and shall be maintained in a clean and sanitary condition, devoid of rodents, vermin, debris and excrement, and free from objectionable odors.
- (c) A doghouse or other suitable shelter shall be provided for any dog left outside for more than three hours.
- (d) An owner, possessor, or person having custody shall not tether a dog unless the following requirements are met:
 - (i) The tether is at least three times the length of the dog and is attached to a harness or nonchoked collar designed for tethering; and
 - (ii) The tethering is limited to no more than three hours per day for no more than two hours at a time.

"Tethering" means the restraint and confinement of a dog by use of a chain, rope, or similar device.

(Code 1985, § 6-49; Ord. No. 2396, 7-12-22)

Chapter 26 BUSINESSES¹¹

ARTICLE XXV. TRANSIENT HOUSING11

DIVISION 1. IN GENERAL

26-1311 Scope of article.	Formatted: Font: Times New Roman, Bold, Ligatures: None	
The provisions of this article shall apply to all structures utilized exclusively or in part for	Formatted: Normal, Level 3	
transient housing. Every portion of a building or premises used or intended to be used for transient housing purposes, shall comply with the provisions of this article, irrespective of when	Formatted: Font: Times New Roman, 12 pt, Ligatures: None	
such building was constructed, altered or repaired, except as provided in this article.	Formatted: Normal	
Cord. No. 2080, § 1, 7-23-98) 26-1312 Purpose of article. Share S	Formatted: Font: Times New Roman, 12 pt, Ligatures: None Formatted: Font: Times New Roman, Bold, Ligatures: None Formatted: Normal, Level 3 Formatted: Font: Times New Roman, 12 pt, Ligatures: None Formatted: Normal	
(1) Establishing minimum standards for basic equipment and facilities for light,	Formatted: Font: Times New Roman, 12 pt, Ligatures: None	
ventilation, space heating, sanitation and safety from fire; space, use and location; safe and sanitary maintenance; and cooking equipment in all transient housing facilities located in the city;		
(2) Fixing the responsibilities of owners, operators, and occupants of transient housing facilities located in the city;	Formatted: Font: Times New Roman, 12 pt, Ligatures: None	
(3) Requiring all transient housing facilities included in this ordinance to register with the City's Planning Department;	Formatted: Font: Times New Roman, 12 pt, Ligatures: None	
(4) Requiring all transient housing facilities included in this ordinance to obtain a certificate of compliance; and	Formatted: Font: Times New Roman, 12 pt, Ligatures: None Formatted: Normal	
	Torritoness Horrida	

(45) Providing for administration, enforcement and penalties.

(Ord. No. 2080, § 1, 7-23-98)

26-1313 Rules of construction, SHARE SHARE

- (a) Where terms are not defined in the Transient Housing Code, they shall have the meanings prescribed to them as in the Housing or Building Code or zoning ordinance as adopted and amended by the cityCity.
- (b) Where terms are not defined under the provisions of this article or under the provisions of the Housing or Building Code or zoning ordinance Zoning Ordinance, they shall have prescribed to them their ordinarily accepted meanings as their context in this article may imply.
- (c) Terms used in this article shall be construed as though they were followed by the words "or any part thereof."

(Ord. No. 2080, § 1, 7-23-98)

26-1314 Enforcement. SHARE SHARE

The provisions of this article shall be enforced by the administrator of the building and safety engineering division and his duly authorized representatives. They shall be authorized to enter, during normal business hours, for purposes of enforcement of this article, any building or premises for which a certificate of compliance can be denied, revoked or suspended if entry to the building where registration is required or the certificate of compliance will be in effect, is refused during normal business hours.

(Ord. No. 2080, § 1, 7-23-98)

26-1315 Emergency order; vacation; compliance. SHARE SHARE

(a) Whenever the administrator of the building and safety engineering division finds that an emergency exists where a violation of this article creates an imminent peril to the health or safety of the occupants of any transient housing facility, he shall proceed immediately to issue an order reciting the existence of the emergency and order such remedial action as necessary to meet the emergency.

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(b) If necessary, to protect the health and/or safety of the residents, the administrator of the building and safety engineering division shall order that the premises be vacated immediately and that such premises shall not be reoccupied until the emergency order is complied with or executed.

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(c) Notwithstanding any other provisions of this article, an emergency or remedial order shall be effective immediately and complied with in the time and manner prescribed in such order.

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(Ord. No. 2080, § 1, 7-23-98)

26-1316 Provision complementary and supplemental. SHARE

SHARE SHARE

The provisions of this article, together with other relevant provisions of any other chapter or section of this Code, or the provisions authorized or required by state law, and any and all provisions thereof relative to the licenses, permits, registrations, businesses, trades, occupations, premises or anything connected therewith shall be construed to be complementary and supplemental to each other so far as relevant, and unless otherwise prescribed or inconsistent herewith, shall constitute a part of the regulations and conditions applicable generally to any particular certificate of compliance in the same manner as though these provisions were fully written into each separate article, division or section.

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(Ord. No. 2080, § 1, 7-23-98)

26-1317 Definitions. SHARE SHARE

(a) For the purpose of this ordinance the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

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Adult foster care facility (AFC), as described by Public Act 218 of 1979, as amended, means a governmental or nongovernmental establishment licensed by the state to provide foster care to adults. Subject to section 26a (1), adult foster care facility includes facilities and foster care family homes for adults who are aged, mentally ill, developmentally disabled, or physically handicapped who required supervision on an ongoing basis but who do not require continuous nursing care.

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Adult foster care family home means a private residence with the approved capacity to receive six or fewer adults to be provided with foster care for five or more days a week and for two or more consecutive weeks. The AFC family home licensee shall be a member of the household, and an occupant of the residence.

Adult foster care small group home means an AFC facility other than a AFC family home, with approved capacity to receive six or fewer adults to be provided foster care.

Boarding or rooming house, means dormitory, lodging house or tourist house means any building occupied in such a manner that certain rooms are occupied by three or more persons for sleeping and living purposes, and with or without exclusive bathroom facilities, but without exclusive cooking or kitchen accommodations.

Certificate of compliance means a certificate issued by the city's building and safety engineering division, indicating that transient or-rental-housing is in compliance with all of the applicable provisions of this Code and with other codes and ordinances of the city.

Convalescence home or nursing home means a temporary or permanent dwelling unit or building for gradual return to health after illness or impairment; a private hospital for the care of the aged or chronically ill; a home for the care of children or the aged or infirm, or place of rest for those suffering bodily disorders, wherein two or more persons are cared for. Said home shall conform and qualify for license under state law, as well as with all applicable provisions of the codes and ordinances of the city, as amended.

Dormitory, See "boarding house."

Family means an individual or two or more persons related by blood, marriage or adoption, together with not more than two other persons, or group of not more than five persons who need not be related by blood or marriage, living together in one house under one head, whose relationship is of a permanent and distinct domestic character, as a single housekeeping unit.

Halfway house means a state funded and/or licensed facility where people who have left an institution, such as a hospital or correctional institution are helped to readjust to the outside world, prior to their full release from supervision.

Housing Code means chapter 22, article VI, sections 22-411 through section 22-850 of this Code.

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Independent living facility means a facility for persons preparing to end their stay in a supervised living arrangement, such as three-quarter or halfway housing facility.

Landlord means an owner, lessor, or sublessor of the-rental-dwelling unit or transient housing facility, or the property of which it is a part and, in addition, means a person authorized to exercise any aspect of the management of the premises, including a person who, directly or indirectly, acts as a-rental-agent, receives rent or any part thereof, other than a bona fide purchaser, and who has no obligation to deliver the whole of such receipts to another person, as defined in the Landlord and Tenant Relationships Act 348 of 1972, as amended.

Nursing home, See "convalescence home or nursing home."

Occupant means any person, including owner or operator, living and/or sleeping in the transient housing facility or dwelling unit.

Operator means any person who has charge, care or control of a multiple-family dwelling or transient housing facility in which dwelling units or rooming units are let or offered for occupancy.

Owner means the person owning the premises or lesser estate therein, a mortage or vendee in possession, assignee or rents, receiver, executor, trustee, lessee or other person or entity in control of a building or their duly authorized agents; the last person listed on the latest local tax assessor's roll.

Rehabilitation center mean a temporary, transitional or permanent dwelling unit or transient housing facility with a program to restore a handicapped person (for example) to useful life through education and therapy.

Rooming house, See "boarding house."

Rooming unit means any room or group of rooms used or intended to be used for living and sleeping purposes, and with or without exclusive bathroom facilities, but without exclusive cooking or kitchen accommodations.

Single room occupancy (SRO) means a unit for occupancy by a single individual capable of independent living, which contains food preparation and sanitary facilities. For purposes of this ordinance, in any SRO situation the landlord provides a key to the room so that the resident can

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come and go as they please. While not a transient housing facility by definition, a certificate of compliance is required for rental-dwellings, including SROs, by the Housing Code at section 22-764 for multiple family housing configurations and section 22-806 for one or two family housing configurations.

Sleeping unit, See "rooming unit."

State Licensed Residential Facility means 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, Three-quarter house means a facility not funded or licensed by the state, where people who may have left an institution such as a hospital or correctional institution, are helped to readjust to the outside world.

Transient housing means any building or structure kept, used or maintained as, or held out to the public to be an inn, hotel, motel, bed and breakfast, dormitory, convalescence or nursing home, boarding or rooming house, rooming unit, lodging or tourist house, or the various forms of transitional housing, where rooms are occupied by persons for sleeping and living purposes, and with or without exclusive bathroom facilities, but without exclusive cooking or kitchen facilities.

arransitional housing is a type of transient housing such as adult foster care facility, child foster care, group home, halfway house, three-quarter house, unlicensed residential facility, state licensed residential facility, residential substance abuse facility, residential correctional facility, independent living facility both subsidized and non-subsidized or place regardless of designation where a person may enter into a contract for living arrangements, whether or not through a referral agency. Residents may or may not have an individual room, or may or may not have keys to the facility. Residents may participate in the chores or other activities as a condition of their living in the facility. Daily activities, chores, appointments, medications, meals and such may be coordinated by staff for residents. In many cases there is a staff person present in the facility, although their presence may not be on a 24 hour basis.

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Unlicensed Residential Facility means 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.

conditions of the bathrooms, rooms, beds and bedding, including the ventilation of all rooms, and

also all rooms occupied by the employees, to ascertain the condition of such rooms with respect to light, heat, ventilation and general sanitation. The investigation shall be sufficiently accurate and complete to ascertain that the building, premises and parts thereof comply in all respects

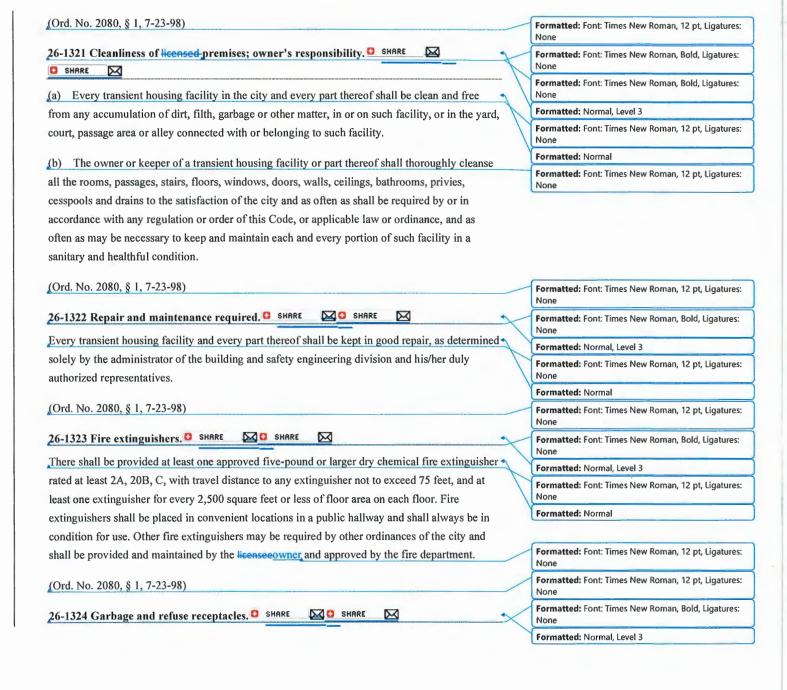
with this Code, the ordinances of the city and the laws of the state.

(Ord. No. 2080, § 1, 7-23-98) Formatted: Font: Times New Roman, 12 pt, Ligatures: **DIVISION 2. REQUIREMENTS** Formatted: Normal Formatted: Font: Times New Roman, 12 pt, Ligatures: 26-1318 Application of existing codes and ordinances. SHARE SHARE Formatted: Font: Times New Roman, Bold, Ligatures: All transient housing facilities shall comply in all respects to the applicable provisions of the Building Codes, Housing Code and zoning ordinance Zoning Ordinance as adopted and amended Formatted: Normal, Level 3 by the cityCity. Formatted: Font: Times New Roman, 12 pt, Ligatures: Formatted: Normal (Ord. No. 2080, § 1, 7-23-98) Formatted: Font: Times New Roman, 12 pt, Ligatures: 26-1319 Application of zoning ordinance. SHARE SHARE Formatted: Font: Times New Roman, 12 pt, Ligatures: Transient housing facilities, other than hotels, motels, convalescent or nursing homes are permitted by the zoning ordinance as boarding or rooming houses, which may be located within Formatted: Font: Times New Roman, 12 pt, Ligatures: a R-3, R-4, C-0, C-1, C-2, C-3, M-1 or M-2 district only if granted a special exception permit Formatted: Font: Times New Roman, Bold, Ligatures: and site plan approval by the planning commission; and in most cases, a regulated use waiver by city council (see section 9.7 of the Zoning ordinance). An exception is adult foster care facilities, Formatted: Normal, Level 3 Formatted: Font: Times New Roman, 12 pt, Ligatures: duly licensed by the state as a family home or small group home, with maximum client capacities of six or less persons, pursuant to state law which are to be permitted whenever Formatted: Normal residential uses are otherwise permitted without need of said special exception permit. Formatted: Font: Times New Roman, 12 pt, Ligatures: (Ord. No. 2080, § 1, 7-23-98) 26-1320 Annual inspections. SHARE SHARE \bowtie Formatted: Font: Times New Roman, Bold, Ligatures: Every transient housing facility operated or maintained in the city shall be inspected by the city Formatted: Normal, Level 3 at least once every year. Such inspections shall cover all matters pertaining to the sanitary

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Every transient housing facility shall have proper and suitable conveniences and/or receptacles for receiving garbage and other refuse matter.

(Ord. No. 2080, § 1, 7-23-98)

26-1325 Bedding and linens. SHARE SHARE All beds for the accommodation of guests in any transient housing facility shall be provided with a sufficient supply of clean bedding and with clean sheets. Each sheet shall be at least 81 inches

a sufficient supply of clean bedding and with clean sheets. Each sheet shall be at least 81 inches wide and 99 inches long. All beds shall be provided with clean sheets as often as the beds are assigned to different persons, and at least semi-weekly.

(Ord. No. 2080, § 1, 7-23-98)

26-1326 Towels required. SHARE 🖂 SHARE

Each transient housing facility having a public washroom shall keep at all times a sufficient supply of individual clean towels in a place in sight of, and easily accessible to, its guests. At least two clean towels shall be supplied daily to each guestroom and at least one clean towel shall be supplied daily to each guest.

(Ord. No. 2080, § 1, 7-23-98)

26-1327 Water closets; disinfection. SHARE SHARE

All water closets and urinals in, or used in connection with, any transient housing facility shall be disinfected as often as may be necessary to keep them in a sanitary condition.

(Ord. No. 2080, § 1, 7-23-98)

26-1328 Compliance, development and operating requirements. Share Share

To qualify for and to maintain <u>Registration</u> in good standing an operating license, each transient housing facility shall be developed, equipped, managed and operated as follows:

(1) The layout, development and facilities shall conform to the standards and requirements of this Code, and all other valid ordinances of the city and laws of the state.

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(2) The facility shall be in the charge of a <u>local resident manageragent</u> who shall be available and responsible at all times for maintaining the grounds, buildings and facilities in a sanitary, safe, healthful, orderly and usable condition.

(3) There shall be an office or room for the manager where incoming occupants will be registered documented and where the registration records documentation shall be maintained in approved form and kept available at all times for inspection by representatives of the city and law enforcement officers.

(4) No person known to be suffering from a reportable disease as defined by the state health department shall be given accommodation at any transient housing facility. The manager shall immediately notify the county health department of any illness in the facility which is believed to be reportable.

(5) Hot and cold running water shall be available at all times at lavatory, bath and shower fixtures.

(6) Water supply and sewage disposal facilities shall be maintained and operated so as to perform their function.

(7) Each sleeping unit shall be furnished with beds and bedding which shall be in good condition, clean and adequate to maintain body comfort.

(8) Each occupant of a sleeping unit shall be furnished with soap and at least one clean, freshly laundered bath towel daily.

(9) A comfortable temperature shall be maintained in sleeping units, which shall be furnished with safe, convenient and adequate heating facilities for use by occupants as necessary.

(10) During hours of darkness, adequate lighting shall be maintained at all buildings and on the site.

(11) Fire extinguishers shall be maintained in a filled and workable condition.

(12) Parking facilities, as required by code, shall be installed and maintained.

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- (13) The manager shall comply with such other health and sanitation rules and regulations that have been adopted under the powers granted the state, county or city regarding such occupancy.
- (14) The <u>HeensedRegistered</u> premises and its use shall at all times comply with all applicable federal, state, county and city laws and regulations.

(Ord. No. 2080, § 1, 7-23-98)

26-1329 Register book Directory required. SHARE SHARE

All such establishments subject to licensingRegistration under this article shall keep a registerdirectory in which there shall be set forth in ink the name and last permanent address and signature of each occupant, the number of the room to be occupied by each occupant, and the name and address of any persons to be notified in case of emergency. Registration under a false name is prohibited. The registerdirectory shall be available at all times to city officials, law enforcement officers and health officers.

(Ord. No. 2080, § 1, 7-23-98)

26-1330 Overcrowding prohibited. SHARE SHARE

Occupancy in any sleeping unit of a transient housing facility in excess of the maximum capacity of beds therein, according to their design, is prohibited.

(Ord. No. 2080, § 1, 7-23-98)

26-1331 Sanitary conditions and general maintenance. SHARE 🖂 SHARE

- (a) Bathroom or bathrooms, which afford privacy to a person inside such room, containing a bathtub or shower washbasin or flush water closet and complying with such other requirements as are set forth elsewhere in this Code, shall be supplied for each six persons or less residing within a transient housing facility, except that in an establishment where rooms are let only to males, flush urinals may be substituted for not more than one-half the required number of water closets.
- (b) All bathrooms in a transient housing facility shall be so located within the structure as to be directly accessible from a common hall or passageway which is either on the same floor as, or is one floor above or below, all rooming units they are designed to service, and which hallway is

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directly accessible to the occupants of all such rooming units without passing through any part of any other rooming unit or dwelling unit.

(c) All bathrooms and water closet compartments in a transient housing facility shall be provided with an inside lock.

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(d) All furniture and furnishings in a transient housing facility shall be maintained in safe and sound condition, in good repair, and upholstery and coverings shall be kept clean and free of rips and tears. Windows shall be provided, where necessary, with blinds, draw drapes, curtains or shades to provide occupants with privacy.

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(Ord. No. 2080, § 1, 7-23-98)

26-1332 Exit lights and night lights. SHARE SHARE

All exits in the transient housing facility shall be clearly identified as exits with internally illuminated exit signs having the word "exit" in plainly legible letters not less than six inches high with the principal strokes of the letters not less than three-quarter inch wide. Night lights shall be provided in all common areaways and hallways.

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(Ord. No. 2080, § 1, 7-23-98)

26-1333 Use of basement or attic as sleeping room; conditions. SHARE

SHARE

(a) No room in a basement or attic or third floor of a wooden building used as a transient housing facility shall be occupied or converted for occupancy as a sleeping room without a special written permit from the city.

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(b) No permit shall be issued under subsection (a) of this section unless the following conditions are complied with:

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(1) Such room shall be at least seven feet high in every part from the floor to the ceiling.

(2) The ceiling of such room shall be in every part at least three feet six inches above the

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(3) There shall be appurtenant to such room the use of a water closet.

surface of the street or ground outside of or adjoining such room.

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(4) At least one of the rooms of the apartment of which such room is an integral part shall have a window opening directly to the street or yard, of at least 12 square feet in size clear of the sash frame, and which shall open readily for purposes of ventilation.

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(5) The lowest floor shall be waterproof and dampproof.

(6) Such room shall have sufficient light and ventilation, shall be well drained and dry, and shall be fit for human habitation.

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(c) Attic rooms or the third floor of a wooden building used as a transient housing facility shall comply with the following:

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(1) No less than two independent means of egress shall be provided, one of which shall be an interior stairway and the other may be a fire escape or another interior stairway.

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(2) Both means of egress shall be directly accessible to all occupants of the floor without going through a private room or apartment.

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(3) All interior stairs shall be enclosed at the third floor to prevent the spread of smoke, and shall be provided with self-closing doors. These doors shall swing in the direction of egress and have a latch or other fastening device which includes a knob, handle, panic bar, or other simple type of releasing device, the method of operation of which is obvious, even in darkness.

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(4) All provisions of the state housing law shall be complied with as to window area, ceiling height and room size.

(5) Such floor shall not be converted for or occupied by more than six sleeping rooms.

(Ord. No. 2080, § 1, 7-23-98)

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26-1334 Walls and ceilings. SHARE 🖂 SHARE

The walls and ceilings of every building <u>Heensedregistered</u> as a transient housing facility shall be thoroughly cleaned and/or redecorated at least once every year.

(Ord. No. 2080, § 1, 7-23-98)

Formatted: Font: Times New Roman, Bold, Ligatures: 26-1335 Illegal acts on premises. SHARE SHARE \bowtie No licensee No owner or local agent of any transient housing facility or rooming unit under this Formatted: Normal, Level 3 Formatted: Font: Times New Roman, 12 pt, Ligatures: article shall knowingly permit any illegal act to be carried on upon the premises for which such license has been issued. Any illegal act occurring on the premises which comes to the knowledge Formatted: Normal of the licenseeowner or local agent of any transient housing facility or rooming unit shall be Formatted: Font: Times New Roman, 12 pt, Ligatures: immediately reported by the licenseeowner or local agent to the police department. Formatted: Font: Times New Roman, 12 pt, Ligatures: None (Ord. No. 2080, § 1, 7-23-98) Formatted: Font: Times New Roman, 12 pt, Ligatures: SHARE None 26-1336 Lodger's responsibilities. SHARE Formatted: Font: Times New Roman, Bold, Ligatures: (a) The lodger of every establishment licensedregistered under the terms of this article shall be None responsible for the cleanliness of any part of the building under his exclusive control and shall Formatted: Normal, Level 3 Formatted: Font: Times New Roman, 12 pt, Ligatures: maintain such premises as well as personal belongings in a sanitary and orderly condition at all times. Formatted: Font: Times New Roman, 12 pt, Ligatures: None (b) No tenant of any establishment licensedregistered under this article shall sublet the room he Formatted: Normal rents or house additional persons not registered with listed as an occupant in the licenseeowner's Formatted: Font: Times New Roman, 12 pt, Ligatures: Directory without the consent of the licenseeowner or local agent and execution of the executing Formatted: Font: Times New Roman, 12 pt, Ligatures: of new registration owner or local agent's Directory. Formatted: Font: Times New Roman, 12 pt, Ligatures: (c) No tenant or any occupant of an establishment licensed registered under this article shall create a nuisance in such establishment by becoming intoxicated or by the creation of undue Formatted: Font: Times New Roman, 12 pt, Ligatures: noise or by the destruction or defacing of property, or by creating or maintaining an insanitary Formatted: Font: Times New Roman, 12 pt. Ligatures: condition upon or about the premises, or by carrying on any unlawful business or pursuit upon such premises. Formatted: Font: Times New Roman, 12 pt, Ligatures: None (d) Violation of any of the provisions of this article shall be deemed sufficient causes for the **Formatted** [... [17] summary eviction of the tenant by the enforcing official, if after proper notice such tenant fails to **Formatted** [18] Formatted [19] comply with the provisions of this article. **Formatted** [20] (Ord. No. 2080, § 1, 7-23-98) **Formatted** [21] **Formatted** [22] DIVISION 3. REGISTRATION CERTIFICATE OF COMPLIANCE **Formatted** ... [23]

26-1337 Certificate of compliance Registration required for

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The owner of any transient housing. SHARE Acility shall register each facility, and all rooming units contained within the facility, with the City, and shall designate a person as the responsible local agent who shall be legally responsible for the operation of the registered transient housing facility, and who shall also be responsible for providing access to such premises for making the inspections necessary to insure compliance with the terms of this article as well as the Building Code, the Housing Code, and the City of Pontiac's Zoning Ordinance. A Certificate of Compliance shall not be issued if the registration provisions of this article are not complied with,

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26-1338 Registration forms and fees.

Applications for registration shall be made on such forms and in accordance with such instructions as may be provided by the Planning Department and shall include at least the following information:

- (a) The name, address and telephone number of the applicant.
- (b) The names, addresses and telephone numbers of all owners of the transient housing facility.
- (c) The name, local address and telephone number of the responsible local agent.
- (d) The address of, and number of rooming units in, each transient housing facility.
- (e) An authorization appointing a responsible local agent, signed by both the owner and the responsible local agent.
- (f) The driver's license number or Social Security number of the applicant, owner or local agent who is completing the registration form.

An initial registration fee for each transient housing facility shall be paid at the time of registration. The City Council shall, by resolution, set the registration fee and the inspection fee applicable to a certificate of compliance. No post office boxes will be accepted as legal addresses. Upon registration, the Planning Department shall inform applicants of certificate of compliance requirements.

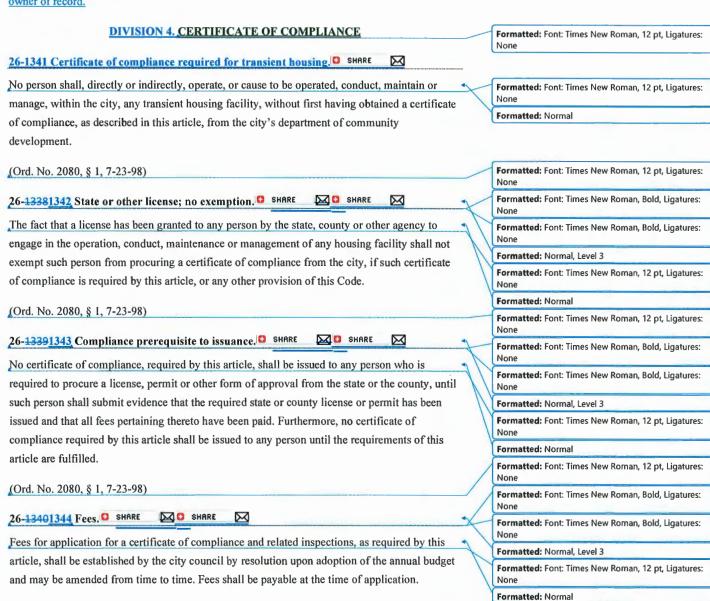
26-1339 Registration Term and Renewals.

- (a) Registration of all transient housing facilities and rooming units, including existing facilities, shall be made prior to the use or occupancy of any transient housing facilities and rooming units. Any new owner shall register in accordance with this chapter and shall apply for a certificate of compliance for each rental unit or rental dwelling. Registration will be valid for a one-year period commencing on the registration application date and expiring one year from date of issue.
- (b) A renewal fee shall be established by resolution of the City Council, which shall be paid at the time of the registration of the transient housing facility and rooming unit, the transfer of ownership, or registration renewal, which fee shall also include the transfer of the certificate of compliance, if applicable.
- (c) Failure to register or renew a transient housing facility and rooming unit within 30 days, or any other violation of this section, shall be a municipal civil infraction. The requirements of this section are in addition to, and not in lieu of, all other city ordinances, rules, and regulations. The offense shall be subject to a one hundred dollar (\$100.00) fine for each day the transient housing facility and/or rooming unit remains unregistered or that the registration is expired and subject to any other costs authorized by the court pursuant to MCL 600.8727, MCL 600.8375, or state law. As authorized by MCL 600.8731, in the event such fines and costs are not paid within thirty days, then they may become a lien on the property and be placed on the tax roll, or result in a suit for collection of judgment.
- (d) Any person, entity or owner who fails for a period of six consecutive months to register or renew a rental dwelling or rental unit shall be guilty of a misdemeanor punishable by ninety days imprisonment and/or a fine not to exceed five hundred dollars (\$500.00).

26-1340 Responsible Local Agent.

The responsible local agent shall be a person, including a representative of a corporation, partnership, firm, joint venture, trust association, organization or other entity, having his or her place of residence in the County of Oakland or within a fifty-mile radius of the City of Pontiac, and shall be designated by the owner as responsible for operating such premises in compliance with all provisions of the City of Pontiac codes and ordinances. The owner may act as the responsible local agent, provided that he or she resides in the County of Oakland or within a fifty-mile radius of the City of Pontiac. All official notices of the City may be issued to the

responsible local agent, and any notice so issued shall be deemed to have been issued upon the owner of record.



(Ord. No. 2080, § 1, 7-23-98; Ord. No. 2259, § 1, 4-25-12)

26-13411345 Expiration date. SHARE SHARE

(a) The certificate of compliance year shall terminate at midnight, three years from the date of issuance,

(b) The expiration date of each license shall be indicated on the face thereof.

(Ord. No. 2080, § 1, 7-23-98; Ord. No. 2259, § 1, 4-25-12)

26-13421346 Right to appeal; procedure. SHARE SHARE

(a) When litigation is not pending before any court of competent jurisdiction on the subject matter, any owner or person who is aggrieved with the ruling or decision of the administrator of the building and safety engineering division in any matter relative to the interpretation of the provisions of this article may appeal to the Board of Appeals upon paying the appropriate fee.

(b) The appeal provided for under subsection (a) shall be filed with the administrator of the building and safety engineering division, in writing, within 30 days of the date of the rendition of the decision of interpretation.

(c) Appeals shall be heard and decided by the Board of Appeals under this article. A hearing shall be held at a reasonable time as determined by the Board of Appeals, not more than 30 days after the appeal is filed, and may be adjourned from time to time at the discretion of the Board of Appeals.

(d) The appellant shall have right to appear in person or by agent or attorney and present any relevant, oral or documentary evidence. The administrator of the building and safety engineering division shall also have the right to present oral or documentary evidence.

(e) The city clerk or his/her duly authorized agent shall serve as secretary to the Board of Appeals under this article.

(f) At the conclusion of the hearing, a decision shall be rendered in accordance with the majority vote of the Board of Appeals present and voting.

(Ord. No. 2080, § 1, 7-23-98; Ord. No. 2259, § 1, 4-25-12)

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26-13431347 Penalties. SHARE SHARE

Violations of any provisions of this article herein adopted shall be deemed a municipal civil infraction, punishable by a fine of not less than \$100.00, plus any costs, damages, expenses, and other sanctions. This article is further subject to the repeat offender provisions of this Code. This provision states that increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this article. As used in this article, "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision (i) committed by a person and (ii) for which the person admits responsibility or is determined to be responsible. The increased fine for a repeat offense under this article shall be as follows:

(1) The fine for any offense which is a first repeat offense shall be no less than \$300.00, plus costs.

(2) The fine for any offense which is a second repeat offense or any subsequent repeat offense shall be no less than \$500.00, plus costs.

Further, each day on which any violation of this article continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense. In addition to any other remedies available at law, the city may bring in the local district court an injunction or other process against a person or company to restrain, prevent, or abate any violation of this article.

(Ord. No. 2080, § 1, 7-23-98)

26-13441348-26-1365 Reserved. SHARE

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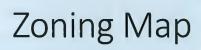
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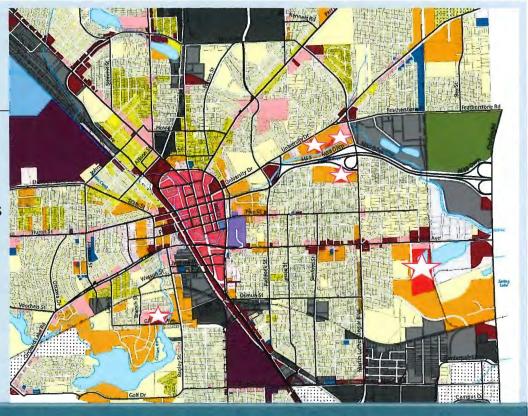
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R-4 Zoned Properties



#8 ORDINANCE

Resolution of the Pontiac City Council To Approve First Reading of Municipal Code Ordinance Text Amendment to Amend Article 2, Chapter 94, Section 26 (Refuse containers and yard waste containers, specifications) to add Subsection (g) regarding regulation of waste containers storage.



Resolution of the Pontiac City Council To Approve First Reading of Municipal Code Ordinance Text Amendment to Amend Article 2, Chapter 94, Section 26 (Refuse containers and yard waste containers, specifications) to add Subsection (g) regarding regulation of waste containers storage.

At a meeting of the City Council ("Council") of the City of Pontiac, County of Oakland,

PRESENT:		
ABSENT:		
	ng preambles and resolution were offered by:	and

WHERAS, the City of Pontiac City Council finds it is in the best interest for the health, safety, and welfare, to approve the amendments to the Municipal Code Ordinance Text Amendments as presented.

containers and yard waste containers, specifications) to add subsection (g) regarding regulation of

waste containers storage.

NOW THREFORE, BE IT RESOLVED by the Pontiac City Council that it hereby adopts the first reading of the amendments to the City of Pontiac's Municipal Code Ordinance as presented to the city Council on May 23, 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.
<u>CERTIFICATION</u>
I, the undersigned, the duly qualified and acting Clerk if 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.
By:
Its: City Clerk
Dated:

CITY OF PONTIAC ORDINANCE No.

AN ORDINANCE TO AMEND THE CITY OF PONTIAC MUNICIPAL CODE ARTICLE 2, CHAPTER 94, SECTION 26: SOLID WASTE TO INCLUDE REGULATION OF WASTE CONTAINERS STORAGE.

ARTICLE 2, CHAPTER 94, SECTION 26

The City of Pontiac Ordains:

Amend Article 2, Chapter 94, Section 26- Refuse containers and yard waste containers, specifications is amended to add Subsection (g) to include storage requirements of waste containers.

ARTICLE II. COLLECTION AND DISPOSAL

94-26 Refuse containers and yard waste containers, specifications.

- (a) The owner, agent, lessee, tenant and/or occupant of any house, building or apartment where refuse is generated shall provide weatherproof containers in sufficient numbers and capacity for the proper storage of refuse on the premises for one week.
- (b) The owner, agent, lessee, tenant and/or occupant of any house, or apartment of four or less units who use the City of Pontiac provided curbside refuse collection services, shall use the City provided 105-gallon refuse cart for storage on the premises between weekly curbside collections. The user of the City provided curbside refuse collection services shall place all refuse set out for disposal in the City provided refuse cart and keep the cart lid closed except when in the act of placing refuse in it. The user of the City curbside collection services shall not set items out for refuse disposal that do not qualify for refuse collection. The user of the City provided curbside refuse collection services shall place the City provided refuse container, that contains refuse, at the curb in front of the collection address by 7:00 a.m. on the City scheduled day of collection and not before 7:00 p.m. the night before the City scheduled collection day. The user of City provided curbside refuse collection services shall remove the City provided refuse container from the curb by 7:00 p.m. on the day of collection and store it on the property behind/beyond the front building line of the mainstructure on the propertyin accordance with subsection (q) below. The user of City provided curbside refuse collection services shall keep the City provided refuse cart in a clean and sanitary condition. The user of the City provided refuse container shall use it within the cart user guidelines provided with the cart and avoid cart damage that may result from user abuse or user misuse. Cart repair/replacement cost resulting from user abuse, user misuse, fire, theft, or loss will be the property owner's responsibility. Determination of responsibility for cart repair/replacement costs will be made by a representative of the Department of Public Works as assigned by the Director. Except for carts purchased from the refuse collection service provider, issued carts remain the property of the refuse collection service provider. No person, except the cart owner or owner's representative, shall remove the cart from the property address where the cart was issued. Refuse collection service provider owned carts that are set out at locations other than the issued location shall be considered a violation of this chapter. Determination of violation and responsible party for improperly relocated and

set out carts will be made by a representative of the Department of Public Works as assigned by the Director. Those improperly relocated and set out carts shall be reclaimed by the service provider as violation abatement, emptied of any waste found in them, and returned to the properly issued location. This violation abatement service will be documented but no advance notice to the responsible party or to the property owner is required prior to the abatement service being performed. The cost of this violation abatement, as authorized under section 94-35, shall be assessed to the owner of the property where the cart was issued and/or to the responsible party who moved the cart and/or to the owner of the property where the cart was set out, discovered, and reclaimed. Charges to any responsible party, in addition to any penalty imposed by law, shall be determined on a case by case. The City shall have, as security for payment of any charges to any customer, a lien upon the premises or real estate generating the violation and abatement service. The lien shall become effective immediately upon billing for the service to the premises or real estate. The lien may be enforced by the general laws of the State of Michigan providing for the enforcement of tax liens. The lien created by this article shall have priority over all other liens except for taxed and special assessments and shall have equal priority with other liens imposed for City supplied municipal services.

- (c) The owner, agent, lessee, tenant and/or occupant of any house, or apartment of four or less units where yard waste is generated, shall provide containers no less than ten-gallon or more than 35-gallon in capacity, of the type approved by the Director of Public Works, in sufficient numbers for the proper storage of yard waste on the premises for one week.
- (d) The owner, agent, lessee, tenant and/or occupant of any house, or apartment of four or less units who use the City of Pontiac provided curbside yard waste collection services, shall not set items out for yard waste disposal that do not qualify for yard waste collection. The user of City provided yard waste collection services shall not set out yard waste for collection that does not meet the yard waste set out containment, weight, and quantity restrictions approved by the Director of Public Works. The user of City provided yard waste collection services shall set yard waste out in approved containers for collection at the curb in front of the collection address by 7:00 a.m. on the City scheduled day of collection and not before 7:00 p.m. the night before the City scheduled collection day. The user of the City provided yard waste collection service shall remove the yard waste containers from the curb by 7:00 p.m. on the day of collection and store them on the property behind/beyond the front building line of the main structure on the property in accordance with subsection (g) below. The user of City provided yard waste collection services shall maintain the yard waste containers in a good, safe, clean, and sanitary condition.
- (e) No yard waste, refuse, rubbish, garbage, ashes, hazardous waste, or other waste matter may be placed, dumped, or raked onto streets or alleys or into street drains.
- (f) The following specifications represent the minimum cart standards required by the City for use in servicing homes and apartments of four units or less. The City may consider carts that do not comply with one or more of the following specifications; however, contractors providing service to any house or apartment of four units or less shall state any deviation from the specifications and provide information to convince the City that cart performance will not be degraded. Acceptability of alternative specifications is the sole determination of the City.

- (1) The rollout cart is compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G).
- (2) The wheeled refuse carts are designed to contain solid waste materials including paper, fibers, garbage, and rubbish.
- (3) The cart is provided with adequate wheels and handles so that it can be pushed or pulled with little effort.
- (4) The capacity of the cart is 105 U.S. gallons, excluding domed lid.
- (5) The cart is designed to accommodate a load of 335 pounds, excluding the weight of the cart.
- (6) The cart has wheels and axles that are designed to support the weight of the cart and its contents up to 335 pounds.
- (7) The cart is made with plastic material, specifically prepared to be colorfast so that they do not alter appreciably in normal use.
- (8) The carts will have a color as approved by the Director; these colors must be stabilized against ultraviolet light attack with not less than one-half of one percent UV 531 or equivalent.
- (9) The lid of the cart is designed to facilitate water runoff.
- (10) The lid is held closed by its weight only. No latches are used or required.
- (11) The cart, when empty, will not overturn when the lid is thrown fully open.
- (12) Serial numbers shall be hot stamped on the cart body using a numbering system of the contractor's choosing.
- (13) Carts provided by contractors other than the contractor hired by the City for City provided refuse disposal services shall be easily distinguishable from carts used by the City's contractor.
- (g) All waste containers (whether or not they have waste in them) shall be stored outside of the public view. A person may satisfy this requirement by storing all waste containers in the person's garage. A person choosing not to store all or part of the person's waste or waste containers in the person's garage may otherwise satisfy this requirement by storing the waste or waste containers in the person's rear yard provided the person also meets the following requirements. The waste and waste containers stored in the person's rear yard must be stored such that the waste and waste containers are not visible from the street adjacent to the person's front yard. Regardless of the location where waste or waste containers are stored, the containers must also comply with the requirements of subsection (f) above.

outside of the public view as mandated by subsection (g) above if any of the following applies:

- a. The waste or waste container is in the process of being moved from one location that is out of the public view to another location that is out of the public view.
- b. The person has received a permit or written permission from the City that implicitly or expressly allows the person to disregard the requirement as provided in subsection (g) above. For example, a person may obtain written permission from the City if there is a medical condition that prevents the person from retrieving their waste or waste container within the time frame mandated by subsections (b) and (d) above.
- c. The person is placing the waste or waste container into the public view for purposes of waste collection in a manner that is consistent with subsection (b) and (d) above.
- d. If the property sits on a corner lot, with no garage, the waste or waste container may be placed on the side of the property, away from the front of the building.

(Ord. No. 2203, 9-21-06; Ord. No. 2294, § 1(A), 7-4-13)

#9 RESOLUTION



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 03, 2023

RE:

Council Resolution to approve the proposed budget amendment for Budget

Year 2022-2023.

Increase the appropriation in the following GL account 101-201-818.000

Other Professional Services -\$200,0000.

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.

Consultants CVHT CPAs, and Rehmann CPAs assisted Finance staff to complete the FY 2022 audit. Now, we need Consultants CVHT CPAs' continued assistance to complete the FY 2023 audit on time. Funds available in the budget is not sufficient to pay for their services through June, 2023.

This budget amendment adds \$200,000 to the Professional Service line item to pay CVHT through June 2023. This amendment will reduce the General Fund balance by the same amount

Increase the budget appropriation in the following GL accounts:

101-201-818.000

Other Professional Service

\$200,000

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 approve the proposed budget amendment for Budget Year 2022-2023,

Increase the appropriation in the following GL account:

101-201-818.000 Other Professional Services -\$200,0000

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 approves 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

#10 RESOLUTION



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 16, 2023

RE:

Council Resolution to authorize the City Clerk to publish the proposed

budget amendment for the Budget Year 2022-2023.

Increase b	oudget appropriation in the following GL accounts:	
	101-925-992.084 – Debt Service – Ottawa Phoenix Center 101-925-995.084 – Interest Expense Ottawa_Phoenix	\$663,700 \$314,777
Decrease	the budget appropriation in the following GL account:	
	585-925-995.084 – Interest Expense Ottawa_Phoenix	(\$978,477)

The City Council appropriated \$978,477 in the current fiscal year (FY 2023) in fund 585-Parking Enterprise Fund to pay the principal and interest payment of the Phoenix Center debt.

In the current fiscal year, the 585-Parking Enterprise fund does not generate any income to satisfy this obligation. Hence, the existing appropriation for the debt payment increases the deficit in the Parking Enterprise fund.

This budget amendment moves the appropriation to the General Fund from the Parking Enterprise fund to satisfy the debt payment in the current fiscal year as given below:

Increase budget appropriation in the following GL accounts:

 101-925-992.084 – Debt Service – Ottawa Phoenix Center
 \$663,700

 101-925-995.084 – Interest Expense Ottawa_Phoenix
 \$314,777

Decrease the budget appropriation in the following GL account:

585-925-995.084 – Interest Expense Ottawa_Phoenix (\$978,477)



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

Increase b	oudget appropriation in the following GL accounts:	
	101-925-992.084 – Debt Service – Ottawa Phoenix Center 101-925-995.084 – Interest Expense Ottawa_Phoenix	\$663,700 \$314,777
Decrease	the budget appropriation in the following GL account:	
	585-925-995.084 – Interest Expense Ottawa Phoenix	(\$978,477)

WHEREAS, The City Council appropriated \$978,477 in the current fiscal year (FY 2023) in fund 585-Parking Enterprise Fund to pay the principal and interest payment of the Phoenix Center debt.; and,

WHEREAS, in the current fiscal year, the 585-Parking Enterprise fund does not generate any income to satisfy this obligation; and,

WHEREAS, the existing appropriation for the debt payment increases the deficit in the Parking Enterprise fund; and,

WHEREAS, this budget amendment moves the appropriation to the General Fund from the Parking Enterprise fund to satisfy the debt payment in the current fiscal year;

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 accounts:

101-925-992.084 - Debt Service - Ottawa Phoenix Center	\$663,700
101-925-995.084 - Interest Expense Ottawa_Phoenix	\$314,777
Decrease the budget appropriation in the following GL account:	
585-925-995.084 - Interest Expense Ottawa_Phoenix	(\$978,477)

Ottawa	0	wer Debt	16	payment 3		Edule	Principal :10:						
							Interest: 101	L-925-99	95.0	84			
Date	Pr	incipal	In	terest	To	tal	Balance	Year	Pri	ncipal	Interest	To	tal
2/4/2021							\$ 5,600,000.00						
2/4/2022	5	(248,860.29)	5	330,400.00	\$	81,539.71	\$ 5,848,860.29						
3/4/2022	\$	52,782.81	5	28,756.90	\$	81,539.71	\$ 5,796,077.48						
4/4/2022	\$	53,042.33	5	28,497.38	\$	81,539.71	\$ 5,743,035.15						
5/4/2022	5	53,303.12	\$	28,236.59	5	81,539.71	\$ 5,689,732.03						
6/4/2022	S	53,565.19	5	27,974.52	5	81,539.71	\$ 5,636,166.84	FY 2022	\$	(36,166.84)	\$ 443,865.39	\$	407,698.55
7/4/2022	5	53,828.56	5	27,711.15	5	81,539.71	\$ 5,582,338.28						
8/4/2022		54,093.21	5	27,446.50	5	81,539.71	\$ 5,528,245.07						
9/4/2022	S	54,359.17	\$	27,180.54	5	81,539.71	\$ 5,473,885.90						
10/4/2022		54,626.44	5	26,913.27	5	81,539.71	\$ 5,419,259.46						~
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12/4/2022		55,164.92	S	26,374.79	S	81,539.71	\$ 5,309,199.52						
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2/4/2023	4	55,708.71	-	25,831.00	-	81,539.71			op-net s				
3/4/2023		55,982.61		25,557.10		81,539.71	1						
4/4/2023		56,257.86	S	25,281.85		81,539.71	1						
5/4/2023		56,534.46		25,005.25	-	81,539.71						4	
6/4/2023		56,812.42		24,727.29		81,539.71		FY 2023	S	663,699,53	\$ 314,776.99	S	978,476.52
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10/4/2023	all or other party and	57,938.00	-	23,601.71	donamen	81,539.71						-	
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3/4/2025		62,975.89	1	18,563.82		81,539.71		3	-				,
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5/4/2029		63,596.67	1	17,943.04		81,539.71							
6/4/2025	S	63,909.36	5	17,630.35	. 5	81,539.71		FY 2025	\$	746,608.05	\$ 231,868.47	S	978,476.5
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10/4/2025	5	65,175.54	S	16,364.17	S	81,539.71	\$ 3,263,129.91		-	w ** **	-		
11/4/2025	5	65,495.99	5	16,043.72	S	81,539.71	\$ 3,197,633.92				-		
12/4/2025	5	65,818.01	S	15,721.70	5	81,539.71	\$ 3,131,815.91						
1/4/2026	5	66,141.62	5	15,398.09	5	81,539.71	\$ 3,065,674.29		_	Marie and Armer		-4	authora spira marge agen
2/4/2020	5	66,466.81	5	15,072.90	S	81,539.71	\$ 2,999,207.48						

Ottawa	Tov	ver Debt	Re	payment S	Sch	redule	Principal:10	1-925-9	92.	084		
							Interest: 10	1-925-9	95.0	084		
Date	Pri	ncipal	In	terest	To	otal	Balance	Year	Pr	incipal	Interest	Total
3/4/2026	5	66,793.61	5	14,746.10	5	81,539.71	\$ 2,932,413.87					
4/4/2026	5	67,122.01	5	14,417.70	5	81,539.71	\$ 2,865,291.86					
5/4/2026	\$	67,452.03	5	14,087.68	5	81,539.71	5 2,797,839.83					
6/4/2026	5	67,783.66	\$	13,756.05	5	81,539.71	\$ 2,730,056.17	FY 2026	\$	791,868.86	\$ 186,607.66	\$ 978,476.52
7/4/2026	5	68,116.93	5	13,422.78	5	81,539.71	\$ 2,661,939.24					
8/4/2026	5	68,451.84	5	13,087.87	5	81,539.71	\$ 2,593,487.40					
9/4/2026	5	68,788.40	5	12,751.31	5	81,539.71	\$ 2,524,699.00					
10/4/2026	5	69,126.61	5	12,413.10	5	81,539.71	\$ 2,455,572.39					
11/4/2026	5	69,466.48	5	12,073.23	5	81,539.71	\$ 2,386,105.91					
12/4/2026	5	69,808.02	5	11,731.69	5	81,539.71	\$ 2,316,297.89					
1/4/2027	5	70,151.25	5	11,388.46	5	81,539.71	\$ 2,246,146.64		1			
2/4/2027	5	70,496.16	5	11,043.55	5	81,539.71	\$ 2,175,650.48					
3/4/2027	5	70,842.76	5	10,696.95	5	81,539.71	\$ 2,104,807.72					
4/4/2027	5	71,191.07	5	10,348.64	5	81,539.71	\$ 2,033,616.65		1			
5/4/2027	5	71,541.09	5	9,998.62	5	81,539.71	\$ 1,962,075.56					
6/4/2027	5	71,892.84	5	9,646.87	\$	81,539.71	\$ 1,890,182.72	FY 2027	\$	839,873.45	\$ 138,603.07	\$ 978,476.52
7/4/2027	5	72,246.31	\$	9,293.40	5	81,539.71	\$ 1,817,936.41					
8/4/2027	5	72,601.52	5	8,938.19	5	81,539.71	\$ 1,745,334.89					
9/4/2027	-	72,958.48	5	8,581.23	5	81,539.71	\$ 1,672,376.41					
10/4/2027	-	73,317.19	-	8,222.52	5	81,539.71	5 1,599,059.22		T			
11/4/2027		73,677.67	-	7,862.04		81,539.71	\$ 1,525,381.55					
12/4/2027	_	74,039.92	+	7,499.79	-	81,539.71	\$ 1,451,341.63	1				
1/4/2028	5	1,451,341.63	5	7,135.76	5	1,458,477.39	5 -	FY 2028	\$	1,890,182.72	\$ 57,532.93	\$ 1,947,715.65
	_	5,600,000.00	_	1,647,796.80	5	7,247,796.80						

#11 RESOLUTION

Resolution of the Pontiac City Council to Approve the Petition of Vacation of Parcel 14-17-403-004.



Resolution of the Pontiac City Council to Approve the Petition of Vacation of Parcel 14-17-403-004 to be Granted by the Pontiac City Council.

At a meeting of the City Council ("Council") of the City of Pontiac, County of Oakland,

State of Michigan (the "MI 48342 at 6:00p.m., the	City") at a meeting held on May 23, 2023, at 47450 Woonere were:	dward Ave, Pontiac,
PRESENT:		
ABSENT:		
	reambles and resolution were offered by:	and
Parcel 14-17-403-003 sa WHERAS, the City of welfare, to approve the	Pontiac City Council finds that the Petition to Vacate Paratisfies the requirements of City of Pontiac Ordinances 10 Pontiac City Council finds it is in the best interest for the recommendation of the Petition to Vacate Parcel 14-17-4 Pontiac City Council	02-70. ne health, safety, and
	BE IT RESOLVED by the Pontiac City Council to apple 3-004 to Parcel 14-17-403-003.	prove the Petition to
A roll call vote on the fo	oregoing resolution was taken, the result of which is as fo	llows:
YES:		
NO:		
ABSTAIN:		

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CERTIFICATION

I, the undersigned, the duly qualified and acting Clerk if 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 May 23, 2023 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.

	By:	—
	Its: City Clerk	
Dated:	· 	

Community Development Department

Rachel Loughrin, Director Larry Domski, Building Official Jack McIntyre, Code Enforcement Manager Deborah Younger, Economic Development Manager Mark Yandrick, Planning Manager



TO:

Planning Commission

FROM:

Mark Yandrick, Planning Manager

DATE:

May 18, 2023

RE:

Street Vacation, 1104 Baldwin

Executive Summary

PVSA23-01 is a request for an alley vacation by Najah Hermiz to allow access to his property at 1104 Baldwin. This is the first step for the applicant in order to re-open an automobile dealership at this site.

Planning Commission recommended approval of the vacation, 6-0, with no conditions at the May 3, 2023 public hearing.

Overview and History

The applicant is proposing a vacation of the alley parcel to the east of 1104 Baldwin. The property is zoned Commercial Corridor (C-3) and the applicant intends to reopen this site as an automobile dealership after the site been vacant for approximately 4-5-years. The only access to the parcel is via the city owned back alley off East Fairmount Avenue. This creates an access issue for the property owner and the customers that patron their business. The applicant has been able to procure signatures from the adjacent lot owners.



Figure 1: The Location of the Alley in Question (Highlighted in Red)

The City acquired this alley by a deed in 1952 for alleyway purposes. Due to the fact that this was established as an alley, the Michigan Land Division Act does not allow the City to sell this land.

Standards for Approval



Figure 2: The Only Access to This Parcel is Via the Back Alley

In reviewing an application for any type of street vacation, the planning commission shall find the proposed vacation complies with the general standards in the zoning ordinance. The following are staff's comments on each standard:

- Whether the street, alley or other public right-of-way or easement is actually necessary for access to any parcel of property, or to provide any necessary service to any parcel of property.
 Access to the parcel can only be achieved via the alley in question. There are no other properties that need access to the street.
- Whether the vacation of the right-of-way or easement would make access to properties, or travel from one location or another, substantially more difficult, time consuming or inconvenient, or whether the vacation would have no substantial effect on access, convenience of travel, or traffic patterns.
 - The alley does not provide for through traffic. The only use of the alley is to provide access to 1104 Baldwin and therefore approval of this vacation will not hinder the public's access to parcels or travel time from one location to another.
- 3. Whether the vacation of the street, alley or other public right-of-way will be substantially detrimental to, or will substantially increase, the value and/or utility of adjacent or nearby properties.

 Approval of this vacation will allow the property owner at 1104 Baldwin to enjoy access to their parcel without being a detriment to any other adjacent properties.

- 4. Whether the use of the street, alley or other right-of-way, as a result of the generation of noise, dust, or for any other reason, is detrimental or disturbing to the use or occupancy of nearby properties.
 There is no reason to believe approval of this vacation will result in an increase in the generation of noise, dust, or any other negative off site impact.
- 5. Whether other existing streets, alleys or rights-of-way provide sufficient access to all parcels of property that may be served by the right-of-way proposed for vacation.
 The property may be reconfigured to have access directly off Baldwin, however, access via the alley off E Fairmount Avenue makes the most sense as this is how the property is currently being accessed.
- 6. Whether or not the street, alley or other right-of-way has ever been improved by the city or by any other entity.
 - From current conditions, it does not appear there has been significant, if any at all, improvements to this alley and property, other than allowance for a curb cut and access to the applicant's previous property. It is unknown whether current improvements were privately or public invested but staff assumes it was privately improvement to access this lot. The northern section of this alley is grass and unimproved.
- 7. Whether the subject right-of-way is necessary to provide access to police, fire or other public safety services.
 - The alley is needed to provide access for police and fire to the property at 1104 Baldwin and no other properties.
- 8. Whether it is anticipated that the subject right-of-way will be needed for future public uses.

 There does not appear to be any reason this alley will be needed for public use in the future. The only parcel that uses this alley for access is 1104 Baldwin.

Summary

Based on this staff report and the engineering attachment from the Public Works Department, there does not appear to be public purpose for this alley and parcel. This vacation is consistent with previous alley vacation in the immediate vicinity.

Staff Recommendation

Planning Commission recommended approval of the vacation, 6-0, with no conditions at the May 3, 2023 public hearing.



City of Pontiac Department of Public Works 47450 Woodward Avenue

Pontiac, MI 48342 Office: (248) 758-3600

TO:

Mark Yandrick, AICP, GISP, Planning Manager

FROM:

David Goschka, Engineering Supervisor

DATE:

April 27, 2023

RE:

1104 Baldwin Avenue - Alley Vacation

The City of Pontiac Public Works Office has reviewed elements associated with the vacation of the alley adjacent to 1104 Baldwin Avenue. The following are observations as well as items that should be considered and/or addressed prior to a vacation approval:

- The alley does not appear to be used or necessary for access to adjacent properties on E. Fairmount Avenue or E. Strathmore Avenue including but not limited to gates, garages, or trash pickup.
- Private Utilities need to be consulted for private utility easement needs. A visual survey of the area shows that Detroit Edison has overhead lines and utility poles in the alley. A private utility easement must be retained and recorded. Additional private utility companies must be consulted in determining any other private utilities in the alley.
- A review of the City of Pontiac's Plans of Sewerage Atlas and a site inspection yielded no evidence that the City of Pontiac has any facilities in the alley.
- The Oakland County Water Resources Commissioners office needs to be consulted for public utility easement needs.
- A full review and approval from the Fire Marshal of the Waterford Regional Fire Department is required prior to approval by the city.



Application for Vacation or Closure of Street, Alley or Easement

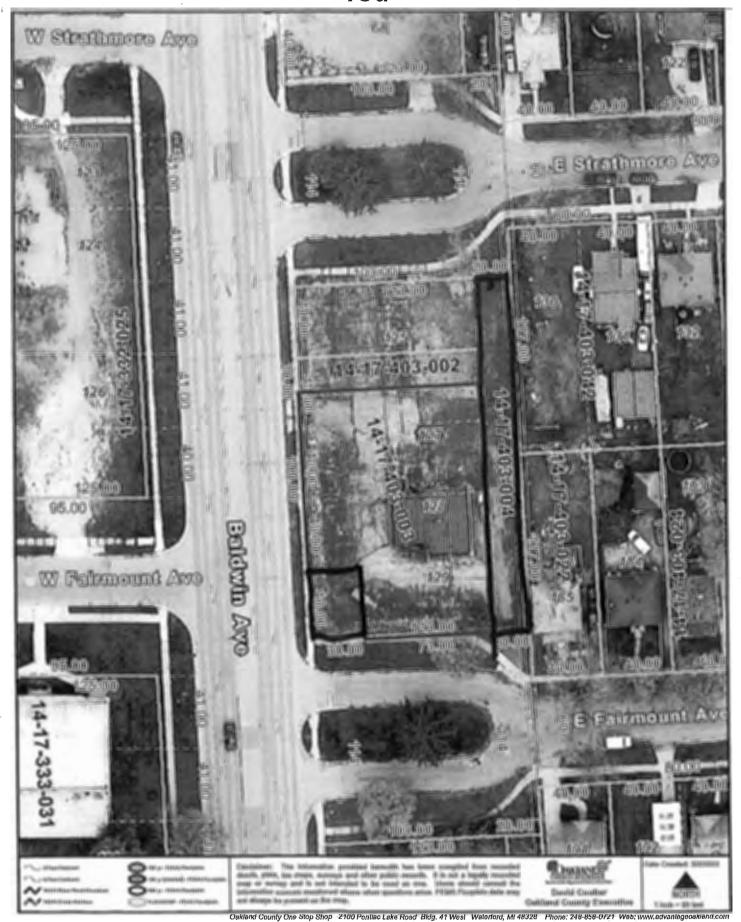
City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

				Т:	248.758.28	300	F: 248.75	i8.2827
Property/Pr	oject Addres	s: 1/04	Baldin	n	Office Us	e Only	•	
Sidwell Nun	aber:				PF Numbe			
Date: /-	23-23							
Office of Land days before the the street or Recommendati	Use and Strateg regularly sched alley requested	vacation or closuric Planning along valed Planning Confor vacation wing Commission wing type)	with a \$1,500 nmission Mee here possible	.00 fee and ting. Appli . Incompl	a map of the ications shall ete application	area requ be signed ons will	ested for va by property delay the	cation at least 30 owners abutting
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Address	5245	Hwidrood Bloomf;	'3					
City	West	Bloom fi	ld	,				3
State		A .						
ZIP Code	48	-07						,
Telephone	Main: 909	325 48 4743 138cs 66 67	Cell: 248	909-6	1343.	Fax:		
E-Mail	Nicla's	Tives 68	B Yah	00-00	iom			
		67						
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Attached is a ma	p indicating the area for which vacation is requested and the location operty.	of
41.51 11		
page 14		
Signature of A	pplicant	
	pplicant	
tate of Michigan	pplicant	
tate of Michigan County of Oakland		
tate of Michigan Jounty of Oakland In thisday of	, A.D., 20, before me personally appeared the above named person, who being duly sworn, stated he/she he	
tate of Michigan ounty of Oakland In thtsday of ne foregoing application, by him/her		



OAKLAND COUNTY TREASURERS CERTIFICATE

I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description
and all TAXES on same are paid for five years previous to the
date of this instrument as appears by the records in the office
except as stated.

5/26/2022

Reviewed By: SR Not Examined Sec. 135, Act 206, 1893 as amended

Sec. 135, Act 206, 1893 as amended ROBERT WITTENBERG, County Treasurer 5/26/2022

Special Assessment

390670 Liber 57816 Page 878 thru 878
6/3/2022 10:44:13 AM Receipt #000305573
\$26.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$2,365.00 Transfer Tax
PAID RECORDED - Oakland County, MI e-recorded Lisa Brown, Clerk/Register of Deeds







WARRANTY DEED

The Grantor(s), Nadira Zetouna whose address is 928 Muer, Troy, MI 48084, convey(s) and warrant(s) to S & N Motor Sale, Inc., a Michigan Corporation, Grantee(s), whose address is 1104 Baldwin Road, Pontiac, MI 48340, real property in the City of Pontiac, County of Oakland, State of Michigan, described as follows:

The South 20 feet of Lot 126 and all of Lots 127, 128, and 129 of Baldwin Park Subdivision as recorded in Liber 21, Page 7 of Plats, Oakland County Records

Commonly known as: 1104 Baldwin Road, Pontiac, MI 48340

Tax parcel no.

Parcel ID No(s).: 64-14-17-403-003

For the Full Consideration of Two Hundred Seventy-Five Thousand And No/100 Dollar(s) (\$275,000.00), together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto, and together with the right to make all available divisions under Section 108 of the Land Division Act., Act No. 288 of the Public Acts of 1967.

And subject to building and use restrictions and easements of record, if any, zoning laws and ordinances affecting the premises, and rights of the public and of any governmental entity in any part thereof taken, used or deeded for street, road, right of way, or highway purposes, and subject to taxes and future installments of special assessments payable hereafter.

Dated this 20th day of April, 2022.

Nadira Zetouna

STATE OF MICHIGAN)

3 ss

COUNTY OF OAKLAND }

On this 20th day of April, 2022, before me personally appeared Nadira Zetouna as of Nadira Zetouna, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged the same.

Notary Public:

Printed Name: Christopher Halabu

Livingston County, Michigan

My Commission Expires: September 15, 2026

Acting in the County of ____(_)abland

Prepared by/ Return to Peter Halabu 26000 W. 12 Mile Rd. Southfield, MI 48034







(64) 14-17-403-003

CVT:	City of Pontiac	PIN:	(64) 14-17-403-003
Status:	Active	Parcel Type:	Land
Add Date:		Delete Date:	
	The state of the s	Last Activity:	4/21/2022 2:22:43 PM

Tax	Description
1	T3N, R10E, SEC 17
2	BALDWIN PARK
3	S 20 FT OF LOT 126 &
4	ALL OF LOTS 127, 128 & 129
5	EXC E 20 FT OF SD LOTS
6	TAKEN FOR ALLEY, ALSO EXC
7	W 30 FT OF LOT 129

Address	Informat	ilon .	
Primary Mailing Address	Site Address Indicator	Addressee(s)	Address
×	ά	A S a st riotor Baro Inc	1104 Baldwin Ave Pontiac MI 48340-2704

DAIS	ted PINs		
KEId	LEU FINS		I was a supplier of the
CAME	PIN	Parcel Type	Status
64	99-00-960-200	Business Account	Inactive

Notes	
9/15/15 - chg'd from register of deeds report #50	

Address Info Legend

✓ = Primary Mailing

🛕 = Primary Site

☆ = Extra Site

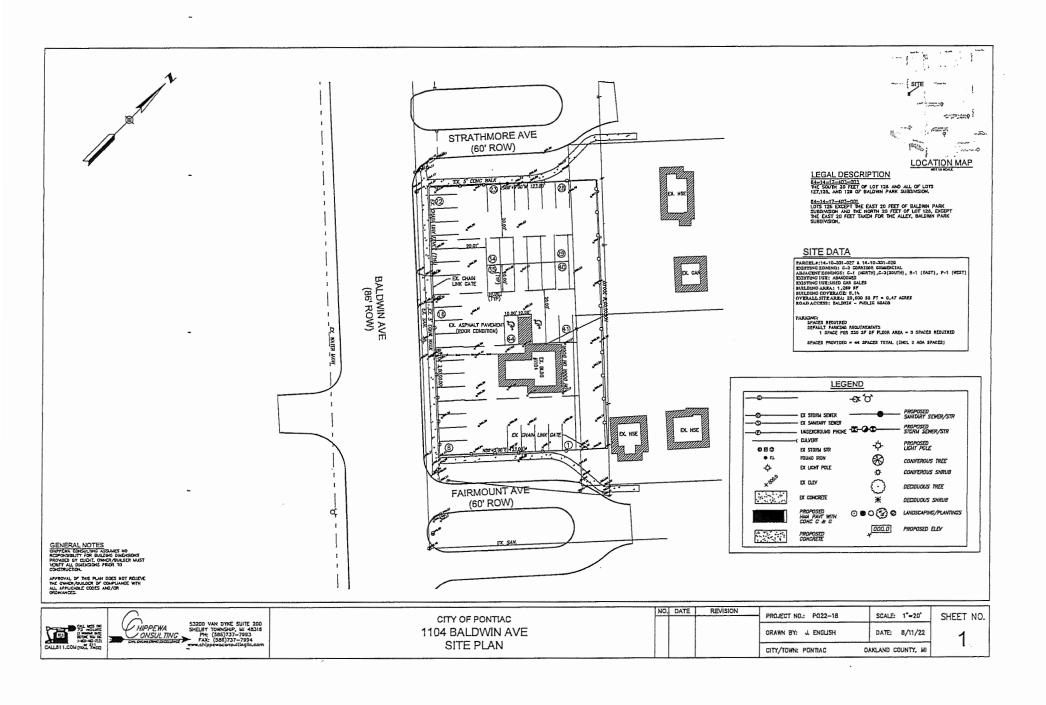
🜟 = Primary

= Secondary

= Care Of

♠ = Other

Black = Individual Brown = Organization Green = Trust



#12 RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO:

Honorable Mayor, Council President, and City Council Members

FROM:

Alicia Martin, Purchasing Manager

Jack McIntyre, Manager of Code Enforcement

DATE:

May 17, 2023

RE:

The Purchasing Manager and the Manger of Code Enforcement requests that City Council approve the Mayor or Mayor Designee to execute a contract with Elam Service Group, LLC to provide On-Call

Mowing and Weed Abatement Services for the City of Pontiac.

On-Call Mowing and Weed Abatement Services are necessary to address overgrown grass and weeds for properties that have received code enforcement violations. The Purchasing Assistant posted the solicitation to BidNet and the City's Purchasing web page on March 31, 2023. A total of ten (10) firms requested the solicitation document, and one (1) firm submitted a bid (Elam Service Group, LLC.). The deadline for bid submittal was April 24, 2023. The Purchasing Manager is requesting that the Council approves the awarding of the bid and execution of a contract with Elam Service Group, LLC. The not-to-exceed amount shall be \$70,000.

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 Elam Service Group, LLC.;

NOW, THEREFORE, The Pontiac City Council approves the Mayor or Mayor Designee to execute a City contract with the Elam Service

Group, LLC.

AM



CONTRACT DOCUMENT FOR

CITY OF PONTIAC

ON-CALL MOWING AND WEED ABATEMENT

CITY OF PONTIAC - DEPARTMENT OF FINANCE

PURCHASING DIVISION

Contract Expiration Date: October 31, 2023

Contract – This is a one-cutting season (5 months total) contract that will commence in May of 2023 and end on October 31, 2023 Not to exceed Amount \$70,000.00

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 ELAM SERVICE GROUP a Domestic Limited Liability Corporation, whose address is 45258 Woodward Ave., Pontiac, MI 48341 ("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 Quote
 - 1.4.2 Exhibit B: Contractor's Proposal
 - 1.4.3 Exhibit B: Addendums
- 1.5. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- **1.6.** "Subcontractor" includes only those having a direct contact with the Contractor in the way of labor. One who merely furnishes material to the Contractor is not included in this definition.
- 1.7. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the City, or for which the City may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- **1.8.** "Day" means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- **1.9.** "Working Day" means any calendar day except Saturday, Sunday, and legal holidays as determined by the City.
- **1.10.** ""Written Notice" shall be considered properly served if delivered in person to the Contractor, or to a member or office of his/her company; also if delivered at, or sent by registered mail to, the last known business address of the Contractor.
- **1.11.** "Intellectual Property" means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright or patent, trade secrets or Proprietary Information.
- **1.12.** "Proprietary Information" means ideas, concepts, inventions and processes related to the development and operation of computer software and systems such as source code, object code, security procedures and passwords.

2. CONTRACT EFFECTIVE DATE AND TERMINATION

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

3. SCOPE OF CONTRACTOR'S SERVICES

- **3.1** <u>Services.</u> The Contractor shall provide Mowing and Weed Abatement to the City of Pontiac for its On-Call Mowing and Weed Abatement Services. 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 Code Enforcement Manger regarding the Scope of Work, and to the Purchasing Manager as it relates to contract and purchase order.
- 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 on this Contract. In the event the Contractor can reasonably foresee billing for its services will exceed this amount. The Contractor shall provide the City with notice of the exceeded amount and why the amount will exceed the contract.
 - 4.1.2 The Contractor shall submit an invoice to the City which shall itemize all amounts due and/or owing by the City under this Contract, as the date of the invoice. The City shall have no obligation to make payment until a proper invoice of service is submitted. The City reserves the right to make partial payments on account of the amount due the Contractor as the work progresses.
- 4.1. Method of Payment. Method of Payment as specified in section 15 of the RFQ. Contractor must email <u>all</u> invoices to <u>accountspayable@pontiac.mi.us</u> for processing. Payment for the work performed under this Contract shall not be made until all work is satisfactorily 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.

- **4.4.** This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.
- **4.5.** Change Order Process. Changes in the Contract, Contract price or Scope of Work shall only occur in writing via a "Contract Change Order". Contract Change Orders shall be used to reflect additions to, reductions in, or changes to the Scope of Work (Exhibit A), or the Scope of Work that will be later defined for each.
- **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.** <u>Business and Professional Licenses</u>. 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.
- **5.3.** 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.
- **5.4.** 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.
- **5.5.** 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.
- **5.6.** <u>Tax Compliance</u>. Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax

Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

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

Tax forms URL: http://www.pontiac.mi.us/departments/income tax/tax forms.php

All contributions, taxes or premiums (including interest and penalties thereon)
whichmay 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 furnishedunder this contract.

5.7. Contractor Employees.

- **5.9.1** The Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- **5.9.2** The Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. The Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.9.3 (If Applicable) All Contractor Employees shall wear and display appropriate City provided identification at all times while working on City premises. The Contractor shall return all City provided identification when any of the following situations occur: (1) Upon completion of the last day of work provided under this Contract; (2) when a Contractor Employee has completed the work under this Contract; or (3) when a Contractor Employee no longer works for Contractor.
- **5.9.4** All Contractor Employees assigned to work under this Contract may, at the City's discretion, be subject to a security check and clearance by the City.
- 5.8. 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.

- 5.9. 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.
- 5.10. <u>Independent Contractor</u>. 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.
- **5.11.** <u>Default</u>. 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 tomeet 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.

- **5.12.** 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:
 - 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.
 - > 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. <u>Indemnification</u>. 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 4** Bonds and Insurance.

7. GENERAL TERMS AND CONDITIONS

- 7.1. <u>Cumulative Remedies</u>. 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. <u>City Right to Suspend Services</u>. 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.
- 7.3. 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.
- 7.4. 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.
- **7.5.** <u>Discrimination</u>. 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.
- **7.6.** 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.

- 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.
- 7.8. 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.
- **7.9.** 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.
- 7.10. 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.
- 7.11. 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.
- 7.12. 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.

7.13. 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.
- 7.14. 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.
- **7.15.** 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.
- 7.16. 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.
- 7.17. 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.

- 7.18. 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.
- 7.19. 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 non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.20. 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: Norman Elam

Owner

Elam Service Group 45258 Woodward Ave. Pontiac, MI 48341 P: (248) 705-7682

E: normanelamsr@yahoo.com

For the City:

Jack McIntyre

Code Enforcement Manager

City of Pontiac

47450 Woodward Ave. Pontiac, MI 48342 P: (248) 758-2820

E: jmaintyre@pontiac.mi.us

- 7.21. 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.
- **7.22.** 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.
- 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.
- 7.24. 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.
- 7.25. Contractor Use of City Licensed Software. Except as otherwise set forth in the Exhibits in order for the Contractor to perform its services under this Contract, the City may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the City. Contractor or Contractor Employees

shall not: transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the City and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.

7.26. 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 I	HE CONTRACTOR:		•
BY:		DATE:	
	Name		
	Title		
FOR 1	THE CITY OF PONTIAC:		
BY:	Rachel Loughrin Community Development Director	DATE:	
BY:	Timothy Sadowski, Finance Director	DATE:	
BY:	Tim Greimel, Mayor	DATE:	
APPR	ROVED AS TO SCOPE OF CONTRACT	OR SERVICES:	
BY:	Jack McIntyre, Code Enforcement Ma	DATE: nager	A. C. C. A. A. A. A. C.



On-Call Mowing and Weed Abatement Services

Request for Quotes Solicitation No. 23-733-002

BID OPENING
Monday, May 1, 2023 Time: 2:30 pm EST Lions Den (1 st Floor) Pontiac City Hall 47450 Woodward Avenue Pontiac, MI 48342

E-mail: purchasing@pontiac.mi.us

NOTICE TO CONTRACTORS

The City of Pontiac ("City"), is requesting bid proposals for a vendor(s) to provide On-Call Mowing and Weed Abatement Services to consist of, but not limited to, mowing, edging, weeding, trimming, fertilizing, the control of weeds, insects and disease for properties that will be assigned to contractors. The properties that will be assigned are due to code enforcement violations.

This is a one-year (1) contract that will commence on or about May 23, 2023 and end on October 31, 2023. This contract may be renewed if recommended by the Department of Public Works and approved by City Council.

Solicitation Process Milestone Schedule		
Solicitation Posted	Monday, April 1, 2023	
Pre-Bid Meeting Date, Location & Time	No Pre-Meeting Required	
Deadline to Submit Questions via BidNet	Friday, April 14 2023, at 4:00 pm EST	
Deadline to Respond to Questions via BidNet	Tuesday, April 18, 2023, at 4:00 pm EST	
Code Enforcement Site Visits	The Week of April, 24, 2023	
Deadline for Bids Submission & Public	Monday, May 1, 2023, at 2:00 pm EST	
Opening	(submission deadline)	
	Public Opening will occur at 2:30 pm EST	
	City Hall – Lions' Den – 1 st Floor	
	47450 Woodward Ave.	
	Pontiac, MI 48342	
Notice of Intent to Award – Posted to BidNet	The Week of May 1, 2023	
Present to City Council for approval	Tuesday, May 9, 2023	
Notice of Award – Posted to BidNet	By Wednesday, May 10, 2023, at 2:00 pm EST	

[Remainder of page intentionally left blank]

CITY OF PONTIAC ADVERTISEMENT FOR BIDS

Notice to Contractors:

Sealed proposals will be received at the office of the City Clerk, City Hall, 47450 Woodward Avenue, Pontiac, Michigan 48342, until 2:00 p.m., EST, on Monday, May 1, 2023. At 2:30 p.m. the bids will be publicly opened and read by the Clerk and the amounts of the bids noted for the:

ON-CALL MOWING & WEED ABATEMENT SERVICES

The estimated work items included in this program consist principally of the following:

- Commercial lawn mowers
- Hand tools (i.e., rakes, shovels, broom, trowels, and pruners)
- Edgers
- · Weed abatement solution
- Trailer
- Truck or some type of transportation such as a pick-up truck

The bidder will be required to comply with Michigan statutory prohibitions against discrimination in employment and with employment opportunities for City of Pontiac residents.

No proposal once submitted may be withdrawn for at least 90 days after the actual opening of the bids.

ATTENTION

The selected Contractor(s) will be required to enter into a Contract Services Agreement with the City of Pontiac for one (1) year.

The right to accept any proposal, to reject any or all proposals, and to waive defects in proposals, is reserved by the City.

BY THE ORDER OF: TIM GREIMEL, MAYOR CITY OF PONTIAC

City of Pontiac General Bidding Terms and Conditions

1. Definitions

- 1.1 "Bid" or "proposal" means an offer to provide the goods and/or services by the bidder in response to a solicitation.
- 1.2 "Bidder" means an individual or legal entity that submits a bid in response to a solicitation.
- 1.3 "Solicitation" means a request or invitation by the City of Pontiac (CITY OF PONTIAC) for a supplier to sell goods and/or services to the CITY OF PONTIAC. A solicitation may be an Invitation to Bid, a Request for Proposal, or a Request for Quote.
- 1.4 "Supplier" or "vendor" means an individual or legal entity that sells or desires to sell goods and/or services to the CITY OF PONTIAC.

2. Preparation and Submission of Bids

- 2.1 These General Bidding Terms and Conditions, any Special Provisions, and the provisions of the Solicitation Specifications and/or attachments apply to and become a part of the terms and provisions of the Bidder's Proposal. Bidders are expected to examine these general instructions and any special instructions and conditions prior to submitting the bid proposal. Failure to comply with any of the instructions contained herein may result in rejection of the bid.
- 2.2 Submitted bids shall include the "Bidder Information Sheet", a properly executed "Affidavit for Filing a Competitive Bid", a completed W-9, and any other forms required by this solicitation.
- 2.3 Bids must be submitted to the CITY OF PONTIAC City Clerks Office in a sealed envelope or package. The SOLICITATION NUMBER AND RESPONSE DUE DATE MUST APPEAR ON THE FACE OF THE ENVELOPE OR PACKAGE. The bidder's name and address must also appear on the face of the envelope or package. Bid proposals must be submitted in ink or typewritten and signed by the Bidder.
- 2.4 Bidders are invited, prior to submitting any proposal, to visit the job site and to examine carefully all local conditions. The Bidders should inform themselves, by their independent research, of the difficulties to be encountered and the accessibility of the work. Bidders should take into all accounts the attending circumstances affecting the cost of doing the work or the time required for its completion. It is the responsibility of the Bidder to obtain all necessary information required to make an intelligent proposal. Bidders should rely exclusively upon their own measurements, estimates, investigations, and other data that are necessary for full and complete information upon which the proposals are to be based.
- 2.5 The bids filed with the City Clerks Office will be opened on Monday, May 1, 2023 at 2:30 pm EST and read aloud. Bids received after the response due date and time shall be considered non-responsive and shall not be considered for any resulting award. Bidders are invited to attend at the time set for opening proposals.
- 2.6 Submitted bids are rendered a legal offer and any bid, when accepted by the City of Pontiac (CITY OF PONTIAC), shall constitute a contract.

3. Sales Tax and Incurred Expenses

- 3.1 The City of Pontiac is qualified for exemption from State and Local Sales Tax. Bidders shall not include these taxes in price quotes.
- 3.2 All costs and time incurred by the Bidder in preparing the response to the bid requirements and specifications or that is required to finalize the bid award and/or contract, is at the sole expense of the Bidder. The CITY OF PONTIAC will not be held responsible or accountable for any costs incurred by the Bidder in preparing the bid proposal.

4. Insurance, Bonds, and Indemnification

- 4.1 The successful bidder awarded the contract shall obtain and retain insurance, including workers' compensation, automobile, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the contract. The supplier awarded the contract shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and shall provide the CITY OF PONTIAC with evidence of such insurance and renewals.
- 4.2 The successful bidder agrees to hold CITY OF PONTIAC and its officers, officials, employees, Boards, and Commissions harmless from any claims, demands, or other liabilities resulting from the successful bidder's or any of its agents' or employees' negligent act or omission to act in the performance of any contract or agreement resulting from this bid.

5. Delivery and Installation Requirements

- 5.1 All Prices quoted shall be F.O.B destination unless otherwise stated in the solicitation.
- 5.2 Bid proposals must show the number of days estimated for production, delivery and installation of the product, services, work and/or project under normal conditions. Unrealistically short or long completion dates may cause bids to be rejected. The Purchasing Officer must be kept advised at all times of the commencement date and the progress of the work being performed by the successful bidder.
- 5.3 Final inspection and acceptance shall be at destination.

6. Quantities and Measurements

6.1 All quantities and measurements indicated in the technical specifications shall be considered on a more or less basis. Contractors must rely on their own measurements and calculations for material and supplies. Invoices and claims will be processed for payment based upon the exact quantity of material delivered and/or work performed by the contractor.

7. Manufacturers' Name/Approved Equivalents

7.1 Unless otherwise specified, manufacturers' names, brand names, information and/or catalog numbers listed in specifications are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this requirement. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto.

8. Interpretation of Specifications

- 8.1 Any exceptions to these general instructions and any deviations from the specifications must be submitted in writing, attached, and made a part of the bidder's proposal. If the bidder does not indicate any exceptions, it will be construed to mean that the bidder proposes to comply with all instructions and all terms and conditions, and specification contained in the solicitation the price quoted in the proposal.
- 8.2 A bidder requiring an interpretation of any documents included in the solicitation may submit a written request to the CITY OF PONTIAC PURCHASING DEPARTMENT Bid Contact (3) Business Days prior to the bid due date and time. The person submitting such a request will be responsible for its prompt delivery. An interpretation of the bid package documents will only be made by an Addendum. The Addendum will be duly issued and a copy of such Addendum will be mailed or delivered to each person receiving/requesting the solicitation. However, it is the responsibility of the bidder to contact the CITY OF PONTIAC PURCHASING DEPARTMENT to determine if there have been any addenda to the solicitation. Addendum and Amendments will be posted to the BidNet site. The CITY OF PONTIAC will not be responsible for any other explanations or interpretations of the proposed documents other than those described in official addenda to the solicitation.

9. Evaluation and Acceptance of Proposal

- 9.1 All bid proposals received at the published bid opening date and time will be opened and read aloud. Unless alternate criteria are included in any specifications, the criteria used to determine best and lowest bidder will be the Bidder's compliance with all requirements and technical specifications, completion dates, experience, qualifications, history of contract relations with the CITY OF PONTIAC, references if required, and pricing.
- 9.2 Preferential Consideration of Local Vendors
 - 9.2.1 The City of Pontiac may give preferential consideration when purchasing supplies, and/or services, through the competitive bidding process, to Oakland County residents, vendors and contractors whose property taxes directly support the City of Pontiac.
 - 9.2.2 Preferential consideration will only be given when all other factors used in determining lowest and best bidder are equal, and when the differential between the local and non-local vendor's bid price does not exceed 5% or \$1,000, whichever is less.
- 9.3 The City of Pontiac reserves the right to; award by item, groups of items or all items of the bid; to reject any or all bids received, in whole or in part, and to waive any technical defects, irregularities and omissions, if found to be in the best interest of the City of Pontiac.
- 9.4 The administration will submit to the City of Pontiac Commission, a recommendation of contract award based on the evaluation of the successful Bidder's proposal.

10. City Income Tax

- 10.1 Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract. Contractor is required to withhold City of Pontiac income tax from wages paid to:
 - 10.1.1 Pontiac resident employees regardless of where they work for the employer; and
 - 10.1.2 Non-resident employees for work performed in the City.
- 10.2 Contractor is also required to file Pontiac income tax returns reporting and paying income tax on the net profits earned in the City.

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

Tax forms URL: http://www.pontiac.mi.us/departments/income tax/tax forms.php

11. Choice of Law & Venue

- 11.1 Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the contract shall be governed by the laws of the State of Michigan.
- 11.2 Venue for any action, claim, dispute, or litigation relating in any to the contract shall be in Michigan County, Michigan.

12. Termination for Cause

12.1 The CITY OF PONTIAC may terminate the contract for default or any other just cause upon notice to the supplier.

- 12.2 The City of Pontiac may terminate the contract immediately, without notice to the supplier, when violations are found to be an impediment to the function of the City of Pontiac and/or detrimental to its cause or when conditions preclude notice.
- 12.3 If the Contract is terminated, the CITY OF PONTIAC shall be liable only for payment for products and/or services delivered and accepted.

13. Termination for Convenience

- 13.1 The CITY OF PONTIAC may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the best interest of the CITY OF PONTIAC. The CITY OF PONTIAC will deliver a Notice of Termination for Convenience to the supplier specifying the effective date of the Contract termination. The Contract termination shall be a minimum of 60 days from the date of the Notice of Termination for Convenience.
- 13.2 If the Contract is terminated, the CITY OF PONTIAC shall be liable only for payment for products and/or services delivered and accepted.

14. Compliance with Applicable Laws and City Ordinances

- 14.1 The Bidder shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The Bidder shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.
- 14.2 The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

15. Payment

- 15.1 All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:
 - 15.1.1 Contractor must provide before-cut and after-cut pictures that are date and time stamped for each property serviced. A minimum of five pictures, to include the front yard, side yard, back yard, including a picture of the home address.
 - 15.1.2 Contractor must submit invoices for properties serviced on a weekly basis.
 - 15.1.3 Price on invoice must correspond to the pricing listed on purchase order and/or contract.
 - 15.1.4 Contractor must submit price lists in accordance with bid requirements.
 - 15.1.5 All invoices will be an original, include an invoice number, and have the date of issuance.
 - 15.1.6 Invoices will prominently display the requisition or purchase order number, if applicable.
 - 15.1.7 Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.
 - 15.1.8 **Original** invoices **must** be submitted to the City of Pontiac via email to accountspayable@pontiac.mi.us, and a copy to codeenforcement@pontiac.mi.us.
 - 15.1.9 Payment Terms Net 30

16. Special Provisions

16.1 Any Specifications and/or Special Provisions set forth in a solicitation apply with the same force and affect as these General Bidding Terms and Conditions. However, conflicts or inconsistencies shall be resolved in favor of the Specifications and/or Special Provisions.

Specifications for On-Call Mowing and Weed Abatement Services

General Overview: The City of Pontiac (CITY OF PONTIAC) is requesting bid proposals for a vendor to provide On-Call Mowing and Weed Abatement Services to consist of, but not limited to, mowing, edging, weeding, trimming, fertilizing, the control of weeds, insects and disease for properties that will be assigned to contractors. The properties that will be assigned are due to code enforcement violations.

Contractor will provide all tools, equipment, materials and labor. This is a two-year (2) contract that will commence on or about May 10, 2023 and end on October 31, 2025. This contract may be renewed for two additional years, at one-year intervals, if requested by the vendor, recommended by the Department of Public Works and approved by City Council.

1) General Terms and Conditions:

- a) Billing and Payment: Contractor will bill the CITY OF PONTIAC on a monthly basis. Payments to the contractor are contingent upon service being satisfactory as certified by the City of Pontiac Manager and/or the Manager of Facilities Maintenance.
- **b) Modifications:** Any modifications or amendments to the contract shall be in writing and agreed to by both the Contractor and the CITY OF PONTIAC.
- c) Subcontracting: The service to be performed under this contract shall not be subcontracted, in whole or in part, to any other person or entity without the written consent of the CITY OF PONTIAC. The terms of this contract and such additional terms as the CITY OF PONTIAC may require shall be included in any approved subcontract, and approval of any subcontract shall not relieve the Contractor of any responsibility for performance under this contract.

2) Specific Terms and Conditions

- a) Scope of Service: The contractor shall provide all labor, materials, equipment and supplies necessary for keeping lawns and grounds professionally maintained at all times with services consisting of, but not limited to, the following:
 - Machinery of rotary type and that are designed to mulch grass clippings shall be used. Contractor shall adhere to the City of Pontiac Storm Water Management Best Management Practices (BMPs): Grass clippings are to be left on the lawn and removed from paved surfaces to ensure no clippings enter waterways through runoff or through structures such as catch basins. All clumps of grass are to be worked into the lawn or removed and disposed of in a legal manner.
 - ii. Mowers shall be set at a setting to leave grass approximately 3 ½" to 4" tall. No more than 1/3 of the total height of the grass shall be removed at one time.
 - iii. Mower blades are to be kept sharp and changed frequently to ensure a quality cut and to prevent tearing of the grass that increases the opportunity for disease.
 - iv. Mowing shall occur only when grass is reasonably dry to prevent clumping.

- v. All mowing obstructions encountered in any area, including but not limited to drainage ditches, embankments, rocks, poles, posts, signs, fire hydrants, earthen mounds, fences, building walls, trees, shrubbery, etc. shall be hand trimmed with gas powered string trimmers to ensure a neat and finished appearance to the job (See Chemical Treatments). Care shall be taken not to damage bark on trees and shrubs or to damage any surface features.
- vi. Prior to cutting, all branches, paper trash, bottles, miscellaneous litter and any other man-made debris found on the property shall be collected and disposed of by the contractor at the contractor's expense.
- vii. All clippings or debris discharged by mowers or trimming equipment on to hard surfaced areas or pavement shall be swept off or blown back onto the property. Clippings shall not be left in roadways allowing to them to wash into catch basins.
- viii. Mowing and trimming of all areas assigned to contractor must be completed in accordance with the assigned schedule. The City will fax or email assigned schedule to contractor in advance of subsequent week.
- ix. The contractors shall be assigned properties based on a rotating list of qualified contractors to utilize in circumstances where such services are deemed necessary by Code Enforcement. If the contractor called first is unable to respond to the call or is unreachable in a timely fashion, they will be placed on the bottom of the list and the next company on the list will be notified.
- x. The contractor shall schedule work between the hours of 7:00 a.m. and dusk, Tuesday through Saturday. No work shall be completed on Sundays or Holidays.
- xi. Mowing and trimming will proceed with due diligence. Each mowing assignment shall be completed in an uninterrupted manner, except for delays caused by inclement weather, until the entire property is completed.
- xii. Extreme care shall be exercised when mowing around people or vehicles. Damage or accidents that may occur involving bystanders, vehicles, the contractor's employees or equipment shall be reported to a designee of the City of Pontiac immediately and shall be the responsibility of the contractor.
- xiii. Contractor must provide before-cut and after-cut pictures that are date and time stamped for each property serviced. A minimum of five pictures, to include the front yard, side yard, back yard, including a picture of the home address.

FERTILIZATIONS/PEST AND WEEDS/CHEMICAL CONTROL

- 1. The contractor shall report any pest or weed infestations to the designee immediately.
- 2. Fertilization, pest and weed control is not part of this contract and will be performed by others. The contractor will not engage in such work on city property unless authorized by the designee of the City of Pontiac.
- 3. In order to reduce the large amount of hand trimming to be performed application of chemical treatments (soil sterilants) shall be permitted. Treated areas shall be kept to minimum widths and only to such distances to allow use of rotary type equipment. The following mowing obstructions may be chemically treated:
 - a. Fence lines, posts, poles, signs, and fire hydrants.

Note: All spray application costs are to be included as part of the contractor's unit price proposal and are not to be provided as separate bid prices.

- 4. Per City of Pontiac Storm Water Management Best Management Practices (BMPs) no chemicals shall be used within mowing setback areas or within twenty-five feet of a lake, stream, river or wetland.
- 5. Per City of Pontiac Storm Water Management BMPs only applicators certified by the State of Michigan Department of Agricultural & Rural Development (MDARD) shall apply chemicals under this contract. Prior to the start of the contract, the contractor shall submit to the Director of Public Works, copies of his MDARD Applicator licenses and certifications for all of his employees who will be applying chemicals. Prior to applying the chemical the Contractor shall provide written documentation of the type of chemicals on the appropriate MDARD application form and provide it to the Director of Public Works at least ten (10) days prior to the application. The contractor may subcontract for this work, however, should the contractor choose to subcontract, the contractor must notify the Director of Public Works at least ten (10) days in advance of any spray application. Similarly, the contractor shall also provide at least ten (10) days advance notice of any chemical application that he will be applying including the appropriate MDARD application form.
- 6. All chemical applications shall be made according to label directions and in strict conformance to all applicable State and Federal laws regulating the same contractor shall not dispose of any excess chemical mixes on city property or clean his spray equipment on city grounds. When applying chemicals, extreme care must be exercised to avoid contamination of other desirable vegetation and to prevent leaching. The contractor must ensure that climatic conditions are appropriate for applying any chemical treatments. Only chemicals registered for the intended use and proven safe to apply under the drip zone of shade and ornamental trees shall be permitted. No restricted use pesticides shall be allowed.

b) Property Damage and Safety

- i) The Contractor shall perform all work so that no damage to buildings or grounds occur. Repair of damage to property of the CITY OF PONTIAC or property of CITY OF PONTIAC staff, or members of the public as a result of negligence or intent by Contractor, Contractor's employee(s) or subcontractors will be at Contractor's expense.
- ii) Contractor shall provide all equipment and tools and shall ensure equipment and tools are maintained, calibrated, and in proper working order before use in the performance of services.

c) References and Experience

- i) The Contractor shall provide three local references of commercial accounts similar in size and scope to the requirements of this solicitation. Include the business name, contact name, address, phone, and e-mail.
- ii) The Contractor shall state the number of years they have been in business and describe any unique relevant education or experience.

[Remainder of page intentionally left blank]

City of Pontiac Bid Proposal On-Call Mowing and Weed Abatement Services

Bid Opening Date & Time: 2	2:00 PM, October 10, 2022	
FIRM/VENDOR:	All the state of t	
ADDRESS:	AND	
TELEPHONE:	E-MAIL:	TAX ID:
The undersigned, as the Bio specifications, and affidavits	s, and that (s)he is familiar with all provision	y Council: bid, (s)he has read carefully the requirements for bidders, ons of the same. Said Bidder proposes and agrees that if the contiac after acceptance of this proposal by City Council.
Bid Proposal: Provide all I the specifications herein for	labor, materials, tools, supervision, etc. ne the prices stated on Pricing Schedules A	ecessary to provide lawn maintenance services as described i & B.
The undersigned, of execute the within ar oath for and in behal	nd foregoing proposal; and that (s)he has	th deposes and says: that (s)he has the lawful authority to executed the same by subscribing his/her name hereto under
Subscribed and swo	of2022	Signed By:
Notary Public		Print Name:
		Title:
Commission Expires	S:	Date:

Pricing Schedule A – On-Call Mowing and Weed Abatement Services (Submit with Bid Proposal)

MOWING and WEED ABATEMENT:

1.	Residential Lots (includes multi-family residential and unoccupied/vacant homes on residential properties)		
	Cost per cut (up to 5,000 sq. ft.) \$		
	Cost per cut in words		
	Additional cost for properties greater than 5,000 sq. ft. \$		
2.	<u>Vacant Lots and Commercial Lots</u> (Vacant lots are defined as lots with no structures or improvements. Commercial lots are defined as lots with business uses or zoned as commercial lots Multi-family residential lots are NOT considered commercial lots.)		
	Cost per cut for properties up to 5,000 sq. ft. \$		
	Additional cost for properties greater than 5,000 sq. ft. \$		
	Cost per cut for properties up to 300 sq. ft.		

CITY OF PONTIAC AFFIDAVIT FOR FILING WITH A COMPETITIVE BID (Submit with Bid Proposal)

State of	
County of	
by the bidder to submit the attached bid. Affiant collusion among bidders in restraint of freedom of confrom bidding; or with any official or employee of County as to quantity, quality, or price in the procontract; or in any discussions between bidder and	duly sworn, on oath says that (s)he is the agent authorized further states that the bidder has not been a party to any empetition by agreement to bid at a fixed price or to restrain the Metropolitan City of Pontiac Commission of Michigan spective contract, or any other terms of said prospective any official or employee of the Metropolitan City of Pontiac schange of money or other thing of value for special
Affiant is advised that under the Michigan State Law	.
	l of or pleads guilty to a felony involving fraud, bribery, I subdivisions, may make sale of real or personal property to
Affiant further states that (s)he has not been convict	ed of or pleaded guilty to any such violation
Subscribed and sworn to Before Me Thisday of2022	Signed By:
	Print Name:
Notary Public	Title:
Commission Expires:	Date:

Qualifications and Experience (Submit with Bid Proposal)

Number of years in business: If not under present firm name, list previous firm names:	
Describe any relevant education completed such as degrees, associate degrees, or coursework in Landscape Management, Turfgrass Management, Horticulture or similar field. Include institution and dates degree or certific was earned:	catio
·	

References

(Submit with Bid Proposal)

COMPANY NAME			
ADDRESS			,
CONTACT	PHONE	EMAIL	
COMMENTS			
COMPANY NAME			
ADDRESS			
CONTACT	PHONE	EMAIL	
COMMENTS			
COMPANY NAME			
ADDRESS			
CONTACT	PHONE	EMAIL	
COMMENTS			

Bid Checklist

 Bid is in a sealed envelope with the bid opening date, the bid identified and nam of the bidder on the envelope. 	е
2. Includes an executed Affidavit for Filing With a Competitive Bid.	
3. Includes proof of insurance.	
4. Includes a W-9.	
5. Includes qualifications and experience.	
6. Includes references.	
7. Includes copy of contractor's applicators license.	
8. Includes bid proposal that accurately totals and subtotals.	

Elam Service Group

"A PONTIAC BASED BUSINESS"

45258 Woodward Ave. Pontlac, MI 48341 (248) 705-7682

Email: normanelamsr@yahoo.com

May 16, 2023

RE: On-Call Mowing and Weed Abatement Services

Residential Lots -- Cost per cut up to 5,000-10,000 ft. \$53.00

10,000-20,000 sq. ft. \$58.00 20,000-30,000 sq. ft. \$68.00 30,000-40,000 sq. ft. \$78.00 40,000-50,000 sq. ft. \$85.00

Commercial/Vacant Lots -- Cost per cut up to 5,000-10,000 ft. \$53.00

10,000-20,000 sq. ft. \$58.00 20,000-30,000 sq. ft. \$68.00 30,000-40,000 sq. ft. \$78.00 40,000-50,000 sq. ft. \$85.00

*Grass that exceeds 24in. will be \$106 (\$53*2)

** Contractor will receive a fee of \$5.00 when turn away from a house on the cut list/or the property has already been cut upon arrival.

Sincerely, Norman Elam, Sr. Elam Service Group

"Your Service Needs are the only ones that count."

Attachment A

City of Pontlac- Bid Proposal On-Call Mowing and Weed Abatement Services (Submit with Bid Proposal)

FIRM/VENDOR: Elam Service Group			
ADDRESS: 45258 Woodward Ave. Pontiac, MI	48341		and the second s
TELEPHONE; 248-705-7682 E-MAIL_nc	ormanelams	r@yahoo.comTAX ID:_	464264495
Mayor, Deputy Mayor, Purchasing Manager, and Men The undersigned, as the Bidder, declares that, before pro specifications, and affidavits, and that is familiar with all p is accepted, and will enter into a contract with the City of	eparing this bl provisions of ti	d, has read carefully the requirements he same. Said Bidder proposes and a	grees that if the propose
Bid Proposal: Provide all labor, materials, tools, supervite specifications herein for the prices stated on Pricing			ervices as described in
The undersigned, of lawful age, being first duly sweexecute the within and foregoing proposal; and the oath for and in behalf of said Bidder.			
Subscribed and sworn to Before Me	000	71 11	
This 18 day of April	2023 2022	Signed By:	***
2 Cleran Hund		Print Name: Alarman ED	€ 160.
Notary Publicand DUTARTY PUBLIC - STATE OF REIGHBAN CHRETY OF DAYLARS BY COMM. Exp. 07/20/2025 Acting in the Count of Akklud Dato Akklud	and the second s	Title: OCSALER	
Commission Expires: \-20-2025		Date: April 18,	Z6 23

Attachment B

Pricing Schedule A – On-Call Mowing and Weed Abatement Services (Submit with Bid Proposal)

MOWING and WEED ABATEMENT:

1.	Residential Lots (includes multi-family residential and unoccupied/vacant homes on residential properties)
	Cost per cut (up to 10,000 sq. ft.) \$_53.00
	Additional cost for properties greater than 10,001 sq. ft. to 20,000 sq. ft. \$_58.00
	Additional cost for properties greater than 20,001 sq. ft. to 30,000 sq. ft. \$_68.00
	Additional cost for properties greater than 30,001 sq. ft. to 40,000 sq. ft. \$_78.00
	Additional cost for properties greater than 40,001 sq. ft. to 50,000 sq. ft. \$_85.00
2.	<u>Vacant Lots and Commercial Lots</u> (Vacant lots are defined as lots with no structures or improvements. Commercial lots are defined as lots with business uses or zoned as commercial lots Multi-family residential lots are NOT considered commercial lots.)
	Cost per cut (up to 10,000 sq. ft.) \$_53.00
	Additional cost for properties greater than 10,001 sq. ft. to 20,000 sq. ft. \$_58.00
	Additional cost for properties greater than 20,001 sq. ft. to 30,000 sq. ft. \$_68.00
	Additional cost for properties greater than 30,001 sq. ft. to 40,000 sq. ft. \$_78.00
	Additional cost for properties greater than 40,001 sq. ft. to 50,000 sq. ft. \$_85.00

GRASS THAT EXCCEEDS 24" TALL WILL BE \$106.00, TWO-TIMES REGULAR MOWING PRICE AT (\$53.00 X 2) THE CONTRACTOR WILL RECEIVE A FEE OF \$5.00, PER HOME OR LOT WHEN TURNED AWAY ON THE CUT LIST OR IF THE PROPERTY HAS BEEN CUT UPON ARRIVAL.

Attachment C

CITY OF PONTIAC AFFIDAVIT FOR FILING WITH A COMPETITIVE BID

(Submit with Bid Proposal)

State of Michigan	
County of Oakland	
the bidder to submit the attached bid. Afflant further among bidders in restraint of freedom of competition bidding; or with any official or employee of the Metro to quantity, quality, or price in the prospective contradiscussions between bidder and any official or employee.	duly sworn, on oath says that as the agent authorized by states that the bidder has not been a party to any collusion on by agreement to bid at a fixed price or to restrain from applitan City of Pontiac Commission of Michigan County as ct, or any other terms of said prospective contract; or in any ployee of the Metropolitan City of Pontiac Commission of other thing of value for special consideration in the letting of
Afflant is advised that under the Michigan State Law:	
	of or pleads guilty to a felony involving fraud, bribery, subdivisions, may make sale of real or personal property to
Affiant further states that they have not been convict	ed of or pleaded guilty to any such violation
Subscribed and sworn to Before Me This day of PY \ 2022 Notary Public Commission Expires: \ \tau \ 2025	Signed By: Print Name: Norman Elsin Title: Ounore Date: April 18, 2023
SARA AMA HUMO MOTARY PURLAS - STATE OF MACHIGARI GAYLAY OF GARLARD GAY GARLARD GAY GARLARD CAY GARLARD CAY GARLARD CAY GARLARD Date (18/20)	

Attachment D

Qualifications and Experience

(Submit with Bid Proposal)

Number of years in business: 20 If not under present firm name, list previous firm names:	
Describe any relevant education completed such as degrees, associate degrees, or coursework in Landscape Management, Turfgrass Management, Horticulture or similar field. Include institution and dates degree or certiwas earned:	

Attachment E

References

(Submit with Bid Proposal)

AME City of Auburn Hills				
1827 N. Squirrel Rd. Auburn F	Hills, MI 483	26		
Jack Skinner	PHONE_	248-364-6900	EMAIL_	April 10 Apr
IAME City of Pontiac				
	ic, MI 48341	***************************************		
Tammi Cooper	PHONE		EMAIL_	tcooper@pontlac.ml.us
l am presently working for t	the Clty of P	ontiac for on-call prop	perty cutting	<u> </u>
NAME			والمراجعة	
	www.manatania			
	PHONE		EMAIL_	
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	Jack Skinner I have worked for the City NAME City of Pontiac 47450 Woodward Ave. Pontia Tammi Cooper I am presently working for the City NAME Section 1.	Jack Skinner PHONE I have worked for the City of Auburn H NAME City of Pontiac 47450 Woodward Ave. Pontiac, MI 48341 Tammi Cooper PHONE I am presently working for the City of P	Jack Skinner PHONE 248-364-6900 I have worked for the City of Auburn Hills for over 10 years NAME City of Pontiac 47450 Woodward Ave. Pontlac, MI 48341 Tammi Cooper PHONE I am presently working for the City of Pontiac for on-call pro	1827 N. Squirrel Rd. Auburn Hills, MI 48326 Jack Skinner PHONE 248-364-6900 EMAIL I have worked for the City of Auburn Hills for over 10 years doing on-ca

ELAMSER-01

CHENRY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Steven J. Fladger The Huttenlocher Group 1007 W. Huron Street Waterford, MI 48328 PHONE (A/C, No, Ext): FAX (A/C, No): EMALESS, stevenf@hgway.com INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : ACUITY, A Mutual Insurance Company 14184 INSURED INSURER B 1 Elam's Service Group INSURER C: 45258 Woodward Ave. INSURER D: Pontlac, MI 48341 INSURER E : INSURER F : **COVERAGES** CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE **POLICY NUMBER** 1,000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 250,000 CLAIMS-MADE X OCCUR X67171 4/11/2023 4/11/2024 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 3,000,000 TRO: POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO X67171 4/11/2023 4/11/2024 BODILY INJURY (Per person) X SCHEDULED AUTOS OWNED AUTOS ONLY BODILY (NJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTOS ONLY NONSONED UMBRELLA LIAB OCCUR **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE X67171 4/11/2023 4/11/2024 100,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT NIA 100,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **Proof of Coverage** AUTHORIZED REPRESENTATIVE

Form W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester, Do not send to the IRS.

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1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Elam Service Group											
	2 Business name/disregarded entity name, if different from above						,,,,,				
oage 3.						4 Exemptions (codes apply only to certain entities, not individuals); see instructions on page 3);					
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typ	Limited liability company. Enter the tax classification (C≂C corporation, S=										
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded fro another LLC that is not disregarded from the owner for U.S. federal tax pu is disregarded from the owner should check the appropriate box for the ta	m the owner unless the or rposes. Otherwise, a sing	wner of the	he LI	LC is		nptior (II ar		1 FATC	A repo	orting
bec	Other (see Instructions) ► 6 Address (number, street, and apt, or suite no.) See Instructions.		Poguest	orto	Dame a	(Applies to accounts maintained outside the U.S.) and address (optional)					
See S	45258 Woodward Ave		nequest	ers	name a	io ac	uiess	i (opi	wiaj		
Ø	6 City, state, and ZIP code										
	Pontiac Mi 48341										
	7 List account number(s) here (optional)										
Par	Taxpayer Identification Number (TIN)										
Enter	your TIN in the appropriate box. The TIN provided must match the nam up withholding. For individuals, this is generally your social security num	e given on line 1 to av	old	Spo	olal sec	urity	numk	er			
reside	ent allen, sole proprietor, or disregarded entity, see the instructions for F	art I, later, For other	i			-			-		
entitie	es, it is your employer identification number (ÉIN). If you do not have a n	umber, see How to ge		or	<u> </u>	7		لـــا	L		<u>L</u>
	if the account is in more than one name, see the instructions for line 1.	Also see What Name			ployer	dent	float	on n	umber	• • • • •	
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2. I ar Se	 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (o) the IRS has notified me that I am no longer subject to backup withholding; and 										
3. I a	3. I am a U.S. citizen or other U.S. person (defined below); and										
4. Th	4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.										
you h	lication instructions. You must cross out item 2 above if you have been no ave falled to report all interest and dividends on your tax return. For real est sition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, b	ate transactions, item 2 ons to an individual reti	2 does no rement ar	nt ap	ply. Fo	moi (IRA	rtgag), and	e inte I gen	erest pa erally,	ald, paym	ents
Sigr Her	Signature of U.S. person		Date ►	Z	1-1	8	- Z	'Ö	25	>	
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Section 1	on references are to the Internal Revenue Code unless otherwise d.	• Form 1099-MISC proceeds)	(various	type	es of In	omo	e, pri	zes,	award	s, or g	gross
relate	re developments. For the latest information about developments od to Form W-9 and its instructions, such as legislation enacted	Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)									
	they were published, go to www.lrs.gov/FormW9.	• Form 1099-S (pro							•		
	pose of Form	• Form 1099-K (mer				•	-				•
An Individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number		Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1008 O (connected debt)									
(S\$N), individual taxpayer identification number (ITIN), adoption	 Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) 									
(EIN)	yer identification number (ATIN), or employer identification number to report on an information return the amount paid to you, or other	Use Form W-9 or	ly If you	are	a U.S.				•		ent
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	m 1099-INT (interest earned or paid)	be subject to backu									

Exhibit C



47450 Woodward Ave., Pontiac, MI 48342 - E-mail - Purchasing@pontiac.mi.us

On-Call Mowing and Weed Abatement Services Addendum No. 1

April 13, 2023

Dear Bidders:

RE: Solicitation No. 23-733-002, Deadline for bids submission and Site Visits for On-Call Mowing and Weed Abatement Services. RFQ

The corrected Milestone Schedule for the Deadline and Site Visits for bids submission for On-Call Mowing and Weed Abatement Services RFQ is below.

1. Milestone Schedule – Site Visit Day, Week of May 1, 2023 and the Deadline for Bid Submission is Monday April 24, 2023.

Solicitation Proce	ss Milestone Schedule
Solicitation Posted	Monday, April 1, 2023
Pre-Bid Meeting Date, Location & Time	No Pre-Meeting Required
Deadline to Submit Questions via BidNet	Friday, April 14 2023, at 4:00 pm EST
Deadline to Respond to Questions via BidNet	Tuesday, April 18, 2023, at 4:00 pm EST
Deadline for Bids Submission & Public	Monday, April 24, 2023, at 2:00 pm EST
Opening	(submission deadline)
	Public Opening will occur at 2:30 pm EST
	City Hall – Lions' Den – 1st Floor
	47450 Woodward Ave.
	Pontiac, MI 48342
Code Enforcement Site Visits	The Week of May, 1, 2023
Notice of Intent to Award – Posted to	The Week of May 1, 2023
BidNet	·
Present to City Council for approval	Tuesday, May 9, 2023
Notice of Award – Posted to BidNet	By Wednesday, May 10, 2023, at 2:00 pm EST

Feel free to email purchasing@pontiac.mi.us if there are any questions regarding this Addendum.

John Marsh Purchasing Assistant

#13 RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

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 17, 2023

RE: The Purchasing Manager and the Treasurer of the Arts Commission

> requests that City Council approve the Mayor or Mayor Designee to execute a contract with The Major Group, LLC to provide Production Company and Event Coordinator Services for the City of Pontiac Art

Crawl Event.

The Art Crawl is a one-day event that will feature live music, art for sale by local artists, and food vendors during the summer. The event will occur along Saginaw Street. The Purchasing Assistant posted the solicitation for The Art Crawl to BidNet and the City's Purchasing web page on April 4, 2023. A total of nine)9) firms requested the solicitation documents, and one (1) firm submitted a Bid (The Major Group, LLC). The deadline for the bid submittal was May 15, 2023. The Purchasing Manager is requesting that the City Council approves the awarding of the bid and execution of a contract with The Major Group, LLC. The not-to-exceed amount shall be \$34,950.

The Purchasing Manager has ensured that the purchase is WHEREAS.

> following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major

purchases;

the Purchasing Manager is requesting approval to execute a WHEREAS,

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.



CONTRACT DOCUMENT FOR Sol. No. 23-699-005

CITY OF PONTIAC
Production Company/Event Coordinator for the Pontiac Art Crawl

CITY OF PONTIAC – DEPARTMENT OF FINANCE PURCHASING DIVISION

Contract Expiration Date: September 13, 2023

NOT TO EXCEED AMOUNT \$34,950.00

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 The Major Group, a Limited Liability Company, whose address is 33717 Woodward Ave., Suite 331, Birmingham, MI 48009 ("Contractor"). In this Contract, either the City or Contractor may also be referred to individually as a "Party" or jointly as the "Parties".

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

- SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS
- SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION
- SECTION 3. SCOPE OF CONTRACTOR'S SERVICES
- SECTION 4. CITY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES
- SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES
- SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION
- SECTION 7. GENERAL TERMS AND CONDITIONS

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

§1. CONTRACT DOCUMENTS AND DEFINITIONS

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

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

- agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 1.3. "Contract Administrator" or "City Representative" means the individual by the City to act as a liaison between the City and the Contractor. Any questions or problems the Contractor may have concerning the work under this Contract should be directed to this individual.
- **1.4.** "Contract Documents" means the following documents which are included and fully incorporated into this Contract:
 - 1.4.1 Exhibit A: Request for Proposal
 - 1.4.2 Exhibit B: Scope of Services
 - 1.4.3 Exhibit C: Addendums 1-2
- 1.5. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- **1.6.** "Subcontractor" includes only those having a direct contact with the Contractor in the way of labor. One who merely furnishes material to the Contractor is not included in this definition.
- 1.7. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the City, or for which the City may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- **1.8.** "Day" means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- **1.9.** "Working Day" means any calendar day except Saturday, Sunday, and legal holidays as determined by the City.
- **1.10.** ""Written Notice" shall be considered properly served if delivered in person to the Contractor, or to a member or office of his/her company; also if delivered at, or sent by registered mail to, the last known business address of the Contractor.
- **1.11.** "Intellectual Property" means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright or patent, trade secrets or Proprietary Information.

1.12. "Proprietary Information" means ideas, concepts, inventions and processes related to the development and operation of computer software and systems such as source code, object code, security procedures and passwords.

§2. CONTRACT EFFECTIVE DATE AND TERMINATION

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

3. SCOPE OF CONTRACTOR'S SERVICES

3.1 The Contractor shall provide all necessary items needed to Coordinate & Produce the Art Crawl for the City of Pontiac. The Contractor shall perform all work identified in Exhibits A

- The Contractor will forward all questions, as they arise, to the City's Art Crawl Contact, via email to: Mike Martin and, mmartin@pontiac.mi.us.
- 3.2 Quality Control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 3.3 <u>City property</u>. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse, replace or restore the City for any loss or damage, normal wear and tear excepted.

4. CITY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

- **4.1.** Except as otherwise expressly provided for in this Contract, the City's sole financial obligation to the Contractor for any services under this Contract shall be:
 - 4.1.1. In no event, shall the City's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT", the Contractor shall provide the City with notice of this contingency at least fifteen (15) Days before this event.
 - 4.1.2 The Contractor shall submit an invoice to the City which shall itemize all amounts due and/or owing by the City under this Contract, as the date of the invoice. The City shall have no obligation to make payment until a proper invoice of service is submitted. The City reserves the right to make partial payments on account of the amount due the Contractor as the work progresses.
- 4.1. Method of Payment. Method of Payment as specified in Exhibit A. Contractor shall invoice on a monthly basis, in accordance with section 11 of the RFP, for services completed, no later than the 5th of each month, until the Scope of Services are complete. Contractor must email <u>all</u> invoices to <u>accountspayable@pontiac.mi.us</u> 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 the 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).
- 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.
- **5.3.** 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. <u>Contractor's Incidental Expenses</u>. 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. <u>Taxes</u>. Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

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

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

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

5.8. Contractor Employees.

- 5.9.1 The Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- **5.9.2** The Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. The Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.9.3 (If Applicable) All Contractor Employees shall wear and display appropriate City provided identification at all times while working on City premises. The Contractor shall return all City provided identification when any of the following situations occur: (1) Upon completion of the last day of work provided under this Contract; (2) when a Contractor Employee has completed the work under this Contract; or (3) when a Contractor Employee no longer works for Contractor.
- **5.9.4** All Contractor Employees assigned to work under this Contract may, at the City's discretion, be subject to a security check and clearance by the City.
- **5.9.** <u>Contractor Employee-Related Expenses.</u> All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and Page 7 of 19

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.** <u>Default</u>. 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. <u>Indemnification</u>. 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.

6.1. Contractor Provided Insurance.

 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 2.10 Bonds and Insurance.

7. GENERAL TERMS AND CONDITIONS

- **7.1.** <u>Cumulative Remedies</u>. 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. <u>City Right to Suspend Services</u>. 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. <u>Compliance with Laws</u>. 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. <u>Discrimination</u>. 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. <u>Contractor Bankruptcy</u>. 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.** <u>Notices.</u> 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:

Brian Major

Executive Producer The Major Group

33717 Woodward Ave., Suite 331

Birmingham, MI 48009 P: (800) 345-6911

E: bmajor@themajorgroup.com

For the City:

Mike Martin Art Crawl Event City of Pontiac

47450 Woodward Ave. Pontiac, MI 48342 P: (248) 758-3034

E: mmartin@pontiac.mi.us

- 7.23. Contract Modifications or Amendments. Any modifications, amendments, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the City or other City Agent as authorized by the City.
- **7.24.** Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:
 - The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits and documents.
- 7.25. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- **7.26.** Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential

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

- This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the City, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
- As used in this Contract, Confidential Information means all information that the City is required or permitted by law to keep confidential.
- 7.27. Contractor Use of City Licensed Software. Except as otherwise set forth in the Exhibits A and C. i order for the Contractor to perform its services under this Contract, the City may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the City. Contractor or Contractor Employees shall not: transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the City and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 7.28. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

FOR T	THE CONTRACTOR:	
BY: _		DATE:
	Name	
	Title	
FOR ⁻	THE CITY OF PONTIAC:	
BY:	Tim Greimel, Mayor.	DATE:
<u>APPR</u>	ROVED AS TO SCOPE OF CONTRACTOR	SERVICES:
BY:	Mike Martin, Art Crawl Chair	DATE:

Exhibit A



Production Company/Event Coordinator for the Pontiac Art Crawl Saturday, August 12, 2023

Request for Quotes Solicitation No. 23-699-005

SEALED BID DUE DATE

Monday, April 17, 2023
Time: No later than 2 pm, EST
City Clerks Office (1st Floor)
Pontiac City Hall
47450 Woodward Avenue
Pontiac, MI 48342

BID OPENING

Monday, May 15, 2023 Time: 2:30 pm EST Lions Den (1st Floor) Pontiac City Hall 47450 Woodward Avenue Pontiac, MI 48342

E-mail: purchasing@pontiac.mi.us

NOTICE TO CONTRACTORS

The City of Pontiac ("City"), is requesting bid proposals for a Production Company/Event Coordinator for the Art Crawl. Production Company is to handle the One-day event to take place along Saginaw Street in downtown Pontiac, MI. The event will feature live music, art for sale by local artists, and food vendors.

Solicitation Proce	ss Milestone Schedule
Solicitation Posted	Tuesday, April 4, 2023
Pre-Bid Meeting Date, Location & Time	No Pre-Meeting Required
Deadline to Submit Questions via BidNet	Friday, April 28, 2023, at 5:00 pm EST
Deadline to Respond to Questions via BidNet	Wednesday, May 3, 2023, at 5:00 pm EST
Deadline for Bids Submission & Public Opening	Monday, May 15, 2023, at 2:00 pm EST (submission deadline) Public Opening will occur at 2:30 pm EST City Hall – Lions' Den – 1st Floor 47450 Woodward Ave. Pontiac, MI 48342
Notice of Intent to Award – Posted to BidNet	The Week of May 15, 2023
Present to City Council for approval	Tuesday, May 23, 2023
Notice of Award – Posted to BidNet	By Wednesday, May 24, 2023, at 2:00 pm EST

[Remainder of page intentionally left blank]

City of Pontiac General Bidding Terms and Conditions

1. Definitions

- 1.1 "Bid" or "proposal" means an offer to provide the goods and/or services by the bidder in response to a solicitation.
- 1.2 "Bidder" means an individual or legal entity that submits a bid in response to a solicitation.
- 1.3 "Solicitation" means a request or invitation by the City of Pontiac ("City") for a supplier to sell goods and/or services to the City. A solicitation may be an Invitation to Bid, a Request for Proposal, or a Request for Quote.
- 1.4 "Supplier" or "vendor" means an individual or legal entity that sells or desires to sell goods and/or services to the City.

2. Preparation and Submission of Bids

- 2.1 These General Bidding Terms and Conditions, any Special Provisions, and the provisions of the Solicitation Specifications and/or attachments apply to and become a part of the terms and provisions of the Bidder's Proposal. Bidders are expected to examine these general instructions and any special instructions and conditions prior to submitting the bid proposal. Failure to comply with any of the instructions contained herein may result in rejection of the bid.
- 2.2 Submitted bids shall include the "Bidder Information Sheet", a properly executed "Affidavit for Filing a Competitive Bid", a completed W-9, and any other forms required by this solicitation.
- 2.3 Bids must be submitted to the City Clerk's Office in a sealed envelope or package. The SOLICITATION NUMBER AND RESPONSE DUE DATE MUST APPEAR ON THE FACE OF THE ENVELOPE OR PACKAGE. Two (2) hard copies and one (1) electronic copy (in PDF format) of the response must be submitted. Bid proposals must be submitted in ink or typewritten and signed by the Bidder.
- 2.4 The bids filed with the City Clerks Office will be opened (<u>refer to the milestone schedule on page 2 for times and dates</u>) and read aloud. Bids received after the response due date and time shall be considered non-responsive and shall not be considered for any resulting award. Bidders are invited to attend at the time set for opening proposals.
- 2.5 Submitted bids are rendered a legal offer and any bid, when accepted by the City of Pontiac shall constitute a contract.

3. Sales Tax and Incurred Expenses

- 3.1 The City of Pontiac is qualified for exemption from State and Local Sales Tax. Bidders shall not include these taxes in price quotes.
- 3.2 All costs and time incurred by the Bidder in preparing the response to the bid requirements and specifications or that is required to finalize the bid award and/or contract, is at the sole expense of the Bidder. The City will not be held responsible or accountable for any costs incurred by the Bidder in preparing the bid proposal.

4. Insurance, Bonds, and Indemnification

- 4.1 The successful bidder awarded the contract shall obtain and retain insurance, including workers' compensation, automobile, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the contract. The supplier awarded the contract shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and shall provide the City with evidence of such insurance and renewals.
- 4.2 The successful bidder agrees to hold City of Pontiac and its officers, officials, employees, Boards, and Commissions harmless from any claims, demands, or other liabilities resulting from the successful bidder's or any of its agents' or employees' negligent act or omission to act in the performance of any contract or agreement resulting from this bid.

5. Evaluation and Acceptance of Proposal

- 5.1 All bid proposals received at the published bid opening date and time will be opened and read aloud. Unless alternate criteria are included in any specifications, the criteria used to determine best and lowest bidder will be the Bidder's compliance with all requirements and technical specifications, completion dates, experience, qualifications, history of contract relations with the City of Pontiac, references if required, and pricing.
- 5.2 Preferential Consideration of Local Vendors
 - 5.2.1 The City may give preferential consideration when purchasing supplies, and/or services, through the competitive bidding process, to Oakland County residents, vendors and contractors whose property taxes directly support the City of Pontiac.
 - 5.2.2 Preferential consideration will only be given when all other factors used in determining lowest and best bidder are equal, and when the differential between the local and non-local vendor's bid price does not exceed 5% or \$1,000, whichever is less.
- 5.3 The City reserves the right to; award by item, groups of items or all items of the bid; to reject any or all bids received, in whole or in part, and to waive any technical defects, irregularities and omissions, if found to be in the best interest of the City of Pontiac.
- 5.4 The administration will submit to the City of Pontiac Commission, a recommendation of contract award based on the evaluation of the successful Bidder's proposal.

6. City Income Tax

- 6.1 Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance.

 Contractor will require the same of all subcontractors employing labor under this contract. Contractor is required to withhold City of Pontiac income tax from wages paid to:
 - 6.1.1 Pontiac resident employees regardless of where they work for the employer; and
 - 6.1.2 Non-resident employees for work performed in the City.
- 6.2 Contractor is also required to file Pontiac income tax returns reporting and paying income tax

on the net profits earned in the City.

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

7. Choice of Law & Venue

7.1 Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the contract shall be governed by the laws of the State of Michigan.

7.2 Venue for any action, claim, dispute, or litigation relating in any to the contract shall be in Michigan County, Michigan.

8. Termination for Cause

- 8.1 The City of Pontiac may terminate the contract for default or any other just cause upon notice to the supplier.
- 8.2 The City of Pontiac may terminate the contract immediately, without notice to the supplier, when violations are found to be an impediment to the function of the City of Pontiac and/or detrimental to its cause or when conditions preclude notice.
- 8.3 If the Contract is terminated, the City shall be liable only for payment for products and/or services delivered and accepted.

9. Termination for Convenience

- 9.1 The City may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the best interest of the City of Pontiac. The City will deliver a Notice of Termination for Convenience to the supplier specifying the effective date of the Contract termination. The Contract termination shall be a minimum of 60 days from the date of the Notice of Termination for Convenience.
- 9.2 If the Contract is terminated, the City of Pontiac shall be liable only for payment for products and/or services delivered and accepted.

10. Compliance with Applicable Laws and City Ordinances

- 10.1The Bidder shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The Bidder shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.
- 10.2The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

11. Payment

11.1All invoices submitted against the contract must be identify in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- 11.1.1 Contractor must submit invoices.
- 11.1.2 Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- 11.1.3 Contractor must submit price lists in accordance with bid requirements.
- 11.1.4 All invoices will be an original, include an invoice number, and have the date of issuance.
- 11.1.5 Invoices will prominently display the requisition or purchase order number, if applicable.
- 11.1.6 Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.
- 11.1.7 **Original** invoices **must** be submitted to the City of Pontiac via email to accountspayable@pontiac.mi.us.
- 11.1.8 Payment Terms Net 30

12. Special Provisions

12.1Any Specifications and/or Special Provisions set forth in a solicitation apply with the same force and affect as these General Bidding Terms and Conditions. However, conflicts or inconsistencies shall be resolved in favor of the Specifications and/or Special Provisions.

[Remainder of page intentionally left blank]

Scope of Service for Pontiac Arts Crawl

The Arts Crawl is a one-day event to take place on <u>Saturday</u>, <u>August 12</u>, <u>2023</u> along Saginaw Street in downtown Pontiac, MI. The event will feature live music, art for sale by local artists, and food vendors.

Plan for event to be concentrated along Saginaw Street without large empty space between vendors (if necessary concentrate in one area of Saginaw)

Contact storefront owners/mangers to locate potential space to utilize and secure contracts or agreements

Meet with business owners/managers along Saginaw to encourage participation, and keep them apprised of the plans for the event

Contact artists to set up along Saginaw and/or in available storefronts

Contact musicians to perform and secure contracts and w9s

Contact mobile/temporary food vendors to set up in a designated area on Saginaw Street and secure w9s and contracts if needed

Contact all other vendors for staging, lighting, sound systems, tents, porta johns, etc., and secure contracts or agreements and w9s for all

Coordinate PR with Communications Director at City Hall and manage additional promotion, advertising etc.

Contract with local Law Enforcement, Emergency Services and Private Security companies as needed

Contact and organize volunteers for set up, clean up

Organize and conduct meetings with all necessary parties

Coordinate with all vendors, volunteers, business/storefront owners/managers, City of Pontiac and Pontiac Arts Commission staff to ensure activities leading up to the event take place in a timely manner

Receive and submit all invoices to the City (with copies of contracts and w-9s included with the invoice) in a timely and organized manner to ensure payment as quickly as possible

Ensure that all vendors have appropriate permits, licensing and insurance.

Use contractor application

1) General Overview:

The City of Pontiac ("City") is requesting bid proposals for a Production Company/Event Coordinator for the Art Crawl. The Production Company is to handle the One-day event on Saturday, August 12, 2023 to take place along Saginaw Street in downtown Pontiac. The event will feature live music, art for sale by local artists, and food vendors.

Contractor will provide all General Terms and Conditions:

- a) Billing and Payment: Payments to the contractor are contingent upon service being satisfactory as certified by the City of Pontiac and Pontiac Arts Commission.
- **b) Modifications:** Any modifications or amendments to the contract shall be in writing and agreed to by both the Contractor and the City.

2) Specific Terms and Conditions

- a) Scope of Service: The contractor shall plan for the event to be concentrated along Saginaw St without large empty space between vendors (if necessary concentrate in one area of Saginaw)
 - i. Contact storefront owners to locate potential space to utilize and secure contracts or agreements with them
 - ii. Meet with business owners along Saginaw to encourage participation, and keep them apprised of the plans for the event.
 - iii. Contact artists to set up along Saginaw and/or in available storefronts.
 - iv. Contact musicians to perform and secure contracts and w9s.
 - v. Contact mobile/temporary food vendors to set up in a designated area on Saginaw Street and secure w9s and contracts if needed.
 - vi. Contact all other vendors for staging, lighting, sound systems, tents, porta johns, etc., and secure contracts or agreements and w9s for all.
 - vii. Coordinate PR with Communications Director at City Hall and manage additional promotion, advertising etc.
 - viii. Contract with local Law Enforcement and Private Security companies as needed.
 - ix. Contract and organize for set up and clean up either volunteers or hired waste company.
 - x. Organize and conduct meetings with all necessary parties
 - xi. Coordinate with all vendors, volunteers, business/storefront owners, City staff involved to ensure activities leading up to the event take place in a timely manner.
 - xii. Ensure that all vendors have appropriate permits, licensing and insurance.

b) Property Damage and Safety

i) The Contractor will be responsible for any damage to buildings or grounds. Repair of damage to property of the CITY OF PONTIAC or property or members of the public because of negligence or intent by Contractor, Contractor's employee(s) or sub-contractors will be at Contractor's expense.

c) References and Experience

- The Contractor shall provide three local references of accounts similar in size and scope to the requirements of this solicitation. Include the business name, contact name, address, phone, and e-mail.
- ii) The Contractor shall state the number of years they have been in business and describe any unique relevant education or experience.

[Remainder of page intentionally left blank]

Attachment A

City of Pontiac- Bid Proposal Production Company/Event Coordinator For the Pontiac Art Crawl (Submit with Bid Proposal)

FIRM/VENDOR:			WARRANCE CO.
ADDRESS:			
TELEPHONE:		E-MAIL	TAX ID:
The undersigned, a specifications, and	as the Bidder, declares the affidavits, and that is fam	iliar with all provisions of th	Council: d, has read carefully the requirements for bidders, le same. Said Bidder proposes and agrees that if the proposal acceptance of this proposal by City Council.
	ovide all labor, materials, es stated on Pricing Sched		essary to provide services as described in the specifications
execute the			deposes and says: that (s)he has the lawful authority to ecuted the same by subscribing his/her name hereto under
Subscribed	and sworn to Before Me		
This	day of	2022	Signed By:
Notary Publ	lic		Print Name:
			Title:
Commission	n Expires:		Date:

Attachment B

CITY OF PONTIAC AFFIDAVIT FOR FILING WITH A COMPETITIVE BID (Submit with Bid Proposal)

State of	
County of	
the bidder to submit the attached bid. Affiant further among bidders in restraint of freedom of competit bidding; or with any official or employee of the Met to quantity, quality, or price in the prospective contradiscussions between bidder and any official or er	st duly sworn, on oath says that as the agent authorized by a states that the bidder has not been a party to any collusion by agreement to bid at a fixed price or to restrain from ropolitan City of Pontiac Commission of Michigan County as act, or any other terms of said prospective contract; or in any imployee of the Metropolitan City of Pontiac Commission or other thing of value for special consideration in the letting of
Affiant is advised that under the Michigan State Lav	v:
	d of or pleads guilty to a felony involving fraud, bribery al subdivisions, may make sale of real or personal property to
Affiant further states that they have not been convident	cted of or pleaded guilty to any such violation
Subscribed and sworn to Before Me Thisday of2022	Signed By:
Notary Public	Print Name:
·	Title:
Commission Expires:	Data

Attachment C

Qualifications and Experience (Submit with Bid Proposal)

Numb	er of years in business:	If not under present firm name, list previous firm names:			
		leted such as degrees, associate degrees, or coursework in Event nstitution and dates degree or certification was earned:			

Attachment D

References

(Submit with Bid Proposal)

COMPANY NAME			
ADDRESS			
CONTACT	PHONE	EMAIL	
COMMENTS			
COMPANY NAME			
ADDRESS			
CONTACT	PHONE	EMAIL	
COMMENTS			
COMPANY NAME			
	PHONE		
		Control of Patients of the Pat	

Bid Checklist

 Bid is in a sealed envelope with the bid opening date, the bid identified and name of the bidder on the envelope.
2. Includes an executed Affidavit for Filing with a Competitive Bid.
3. Includes proof of insurance.
4. Includes a W-9.
5. Includes qualifications and experience.
6. Includes references.
7. Includes copies of licenses.
8. Includes bid proposal that accurately totals and subtotals.

THE NAJOR GROUP, LIC

337 B7 WOODWARD AVENUE, SUBTE 33 F ⊙ BIRMINGHAM, MI 48009 ⊙ 800-345-691 F ⊙ FAX 248-792-9730

Production Company for the Thursday Evening Lawn Chair Concert Series

CITY OF PONTIAC

REQUEST FOR QUOTES #23-699-006

Brian Major
Executive Producer
The MAJOR Group, LLC
City of Pontiac Vendor # 10004041

Attachment A

City of Pontiac-Bid Proposal Production Company for the Lawn Chair Concert Series (Submit with Bid Proposal)

FIRM/	VENDOR: The MAJOR Group, LLC.			
ADDR	ESS:33717 Woodward Avenue, Suite	331 Birmingh	am, MI 48009	
TELER	PHONE: 248-613-8322 E-MAI	BMajor@th	eMAJORgroup.com	_TAX ID: 35-2421924
The un	r, Deputy Mayor, Purchasing Manager, and ndersigned, as the Bidder, declares that, befor ications, and affidavits, and that is familiar with apted, and will enter into a contract with the C	re preparing this h all provisions of	bid, has read carefully the re the same. Sald Bidder prop	oses and agrees that if the proposal
	roposal: Provide all labor, materials, tools, s for the prices stated on Pricing Schedules A		ecessary to provide services	as described in the specifications
}	The undersigned, of lawful age, being first di execute the within and foregoing proposal; a oath for and in behalf of said Bidder. Subscribed and sworn to Before Me This 27 day of Agril Notary Public		Signed By: Print Name: Brian Major	pribing his/her name hereto under
	Commission Expires:	7024	Date: April 17, 2023	

NICHOLAS NIED

Notary Public, State of Michigan

County of Washtenaw

My Commission Expires 07-25-2024

Acting in the County of

Attachment B

CITY OF PONTIAC AFFIDAVIT FOR FILING WITH A COMPETITIVE BID (Submit with Bid Proposal)

State of Michigan	
County of Oakland	
the bidder to submit the attached bid. Affiant further among bidders in restraint of freedom of competition bidding; or with any official or employee of the Metro to quantity, quality, or price in the prospective contradiscussions between bidder and any official or em	duly sworn, on oath says that as the agent authorized by states that the bidder has not been a party to any collusion on by agreement to bid at a fixed price or to restrain from opolitan City of Pontiac Commission of Michigan County as ct, or any other terms of said prospective contract; or in any ployee of the Metropolitan City of Pontiac Commission of other thing of value for special consideration in the letting of
Affiant is advised that under the Michigan State Law	:
	of or pleads guilty to a felony involving fraud, bribery, subdivisions, may make sale of real or personal property to
Affiant further states that they have not been convict	ed of or pleaded guilty to any such violation
Subscribed and sworn to Before Me This 10 day of 2022	Signed By:
Notary Public	Print Name: Brian Major
Commission Expires: Tele 25 2024	Title: Executive Producer
	Date: April 17, 2023

NICHOLAS NIED
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires 07-25-2024
Acting in the County of

Attachment C

Qualifications and Experience (Submit with Bid Proposal)

Number of years in business: 12 If not under present firm name, list previous firm names:
Describe any relevant education completed such as degrees, associate degrees, or coursework in Event Management, or similar field. Include institution and dates degree or certifications: Over 40 years experience in every aspect of the entertainment business.
Arts, Beats & Eats since it's inception in 1997
South Lyon Pumpkin Fest since 2014
Orion. Events since 2021
Just awarded 3 year contract to produce Huron Clinton Metroparks Summer Concert Series

Attachment D

References

(Submit with Bid Proposal)

COMPANY NAME Arts Beats & Eats Jon	Witz Associates	
ADDRESS 301 W 4th St Ste 440, Royal C	oak, MI 48067	
CONTACT_Jon Witz	PHONE_248-225-1212	EMAIL Jon@artsbeatseats.com
COMMENTS Since it's inception 25 year	s ago, Mr. Major have been an	integral part of Arts, Beats, & Eats. My curre
role is Stage manager. I have also bee	en involved with the technical pr	oduction and talent buying. As a result of th
association, I have worked directly wit	h well over 1000 performing arti	sts across virtually every musical genre!
COMPANY NAME Orion.events		
ADDRESS 3079 S Baldwin Rd Suite 1	48, Lake Orion, MI 48359	addicated to the control of the cont
CONTACT_John Carson	PHONE 248-842-1208	EMAIL John@orion.Events
COMMENTS For the past 2 years, I have	e served as the Executive Produ	ucer for Orion.Events, concert producers
Orion Township for the Wildwood Amph	itheater and the Fire Bowl at Ca	amp Agawam. In addition to promoting 35+
concerts in 2021 and 2022, I also served a	as talent buyer/coordinator as w	rell as technical producer and stage manager
Attendance in 2022 showed a 300% incre	ase over the inaugural 2021 sea	ason
COMPANY NAME South Lyon Pumpkin F	est	
ADDRESS PO BOX: 696, South Lyon, M	1 48178	
CONTACT Scott Black	PHONE 248-207-2035	EMAIL scottblack87@hotmail.com
COMMENTS In addition to curating the p	programming, I book the headlin	e talent, provide the main stage, the
sound, lighting, and stage management. I	procured Faygo and Kroger as	festival sponsors in 2015
	•	

ACORO DEDTIENATE DE	LIABILITY INSURANCE
Manetin	A SECTION AND A SECTION AS A SECTION A
Centricate uner roy antricatively or registrely a relow. This centrology of womrande energ mut con purceassitative or producer and the certificate hol	n grey and confers no rights upon the certificate holder. This ubser, extend by the policies histotic by the policies histotic by the policies histotic b contrage between the isburio insurbres, althorized der
exportant. When confidence holder to an all difficulat. Hall he is sufficient and evaluated, and sent to the turns and evaluated and sent first contract and evaluated and sent first confidence and confidence and sent first sent sent first sent sent first sent firs	D, Die politypiet i prest have ADDITONAL INFURED previsione of the endireneed one of the polity, certain politice may require an entirenement. A statement on the church meditarement
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Form 1

(Rov. Outobor 2019) Department of the Treasury Internal Rovenua Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW0 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

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LETTER OF TRANSMITTAL

April 28, 2023

RFQ 23-699-006 Summer Lawn Chair Concert Series City of Pontiac

This proposal shall remain in effect for no less than Sixty (60) days from date of receipt.

Experience and Qualifications

Welcome to the MAJOR Group, LLC, a professional event architecture, planning and solution consultancy. Our offices are located at 33717 Woodward Avenue, Suite 331, Birmingham, MI 48009. Your point of contact will be Brian Major, Executive Producer and Pontiac resident.

The MAJOR Group began in 1990 to produce a series of concerts for the legendary Stroh Breweries. It quickly evolved into a full service, one-stop resource dedicated to defining client expectations, designing solutions and delivering cost-effective, measurable results. These are tasks we undertake with the utmost diligence and sincerity as we shepherd your ideas, dreams and visions from concept through completion.

In 2011, we became a Michigan Domestic Limited Liability Company. The MAJOR Group currently operate with one full-time employees, Brian Major and 3 part time employees: Kevin Gillespie, Shubert Sheena and Bhavana Sinh. All services provided for the purpose of this proposal are contained in-house. The MAJOR Group also maintains an extensive network of independent contractors available to augment the staffing of any event when necessary.

Brian Major, Executive Producer, will be the primary point of contact for the City of Pontiac Lawn Chair Concert Series. His direct contact by phone is 248-613-8322, and via e-mail: BMajor@theMAJORgroup.com.

Mr. Major has over 40 years' experience as a professional entertainment producer. For the past 2 years, Mr. Major has served as the executive Producer for Orion. Events, concert producers in Orion Township for the Wildwood Amphitheater and the Fire Bowl at Camp Agawam. In addition to promoting 35+ concerts in 2021 and 2022, Mr. Major also served as talent buyer/coordinator as well as technical producer and stage manager. Attendance in 2022 showed a 300% increase over the inaugural 2021 season. Contact: John Carson – John@Orion.Events - 248-842-1208

For the past 25 years, Mr. Major has also been an integral part of Arts, Beats, & Eats, Oakland County's largest and most successful family festival, primarily as Stage Manager. Mr. Major has also assisted with the technical production and talent buying. As a result of this association, Mr. Major has worked directly with well over 1000 performing artists across virtually every musical genre! Contact: Jon Witz – Jon@artsbeatseats.com - 248-225-1212

Since 2014, the MAJOR Group began its current tenure with the South Lyon Pumpkin Fest as Director of Entertainment. In addition to programming, the MAJOR Group books the headline talent, provides the main stage, the sound, lighting, and stage management. We procured Faygo and Kroger as festival sponsors in 2015. **Contact:** Scott Black - scottblack87@hotmail.com - 248-207-2035

Understanding of the Scope of Work

As requested in this RFP, the City of Pontiac seeks a turn-key promoter for its Summer Lawn Chair Concert series. The MAJOR Group will begin by providing a timeline for booking talent and proposed list of acts to be booked by May 19th, 2023 unless required sooner. Our proven track record of curating live entertainment events is unparalleled.

During the lead up to the start of the series, The MAJOR Group will assist in procuring sponsors and, where available, vendors to augment the budget and enhance the attendee experience. Simultaneously, the MAJOR Group will work with the City of Pontiac to create additional visibility for the performances at both venues by engaging not only social media, but radio, television and print resources to increase the potential for an even greater audience.

At least one week prior to each concert, the MAJOR Group will advance a detailed "Run of Show" featuring the event-day timeline, logistics and contact info to the artist and copied to the City of Pontiac. Included with this will be a site map and any specific instructions/details that will make the experience more pleasant for all involved.

Methodology, and Approach

Day of show, the MAJOR Group will manage the logistics of the event - from load-in of the stage, audio and lighting, accommodation of the performer(s) including the artists, as well as the overall technical aspects of lights, sound and staging, all while maintaining the guidelines set forth by the City of Pontiac.

The MAJOR Group is a very "hands-on" partner - we want these events to be perfect. We will meet regularly with the City Council person representing the individual parks as time permits. We will want to start as soon as possible by reviewing the 2022 events and ascertain what worked, what didn't, and why. Involving the major stakeholders at the onset is crucial. We must do whatever is necessary to achieve a successful outcome

When a face to face meeting is not feasible, phone calls will have to suffice. Both the meetings and phone conversations will be memorialized via email to avoid any potential for miscommunication.

As mentioned above, the MAJOR Group will start our relationship with a timeline of deliverables, starting with talent booking and the proposed list of acts to be booked. As we approach the start of the series, we will begin to procure sponsors and vendors to enhance the eventgoers experience. Simultaneously, the MAJOR Group will work with the City of Pontiac to create additional visibility for the performances, to increase the attendance potential.

On the day of show, the MAJOR Group will work together with City of Pontiac to present a professional entertainment experience to the event attendees. Together we will plan our work and then work our plan!

Having done these type of events for over 30 years, promoting is second nature to the MAJOR Group. The City of Pontiac has had great success doing these events before we came along. Once we've had a chance to review prior strategy with all of the stakeholders, we can suggest ways to enhance the outreach beyond just the website, social media and traditional marketing.

The MAJOR Group will approach this project like it is ours alone, no detail will be overlooked, no expense (within reason) spared! Once the City of Pontiac's expectations have been properly defined, we will design and curate a concert series that will deliver a first-class experience for the attendees.

After you award the contract, the process will immediately begin. A meeting with all of the stakeholders must take place as soon as possible, at which time we will review the past events along with marketing and promotion strategies to find out what worked, what didn't, and why. We will then undertake the final curating of entertainment, specific to each park. The final line-up will be ready to publish by mid-May. With our first concert scheduled for June 15th, we need to hit the ground running!

At the same time, we must also begin sponsor & vendor outreach. With the assistance of the City of Pontiac, it is our belief that at least one or two "major" sponsors can be secured. This will certainly enhance the overall impact of the series at the parks.

The MAJOR Group would like to close by saying that your concert series is a monumental undertaking. Many of your proposers with great talent relationships may not possess the technical expertise. Many of your proposers may have great technical credentials, but usually fall short on close relationships with talent, not to mention the rigors of a bi-weekly series. The MAJOR Group offers the full package – extensive relationships with talent, technical expertise, and, as our credentials indicate, a thorough understanding of the time constraints and rigors of a weekly concert series.

 On behalf of the MAJOR Group, we thank you for your time and valuable consideration, and look forward to working with you!

Event Budget

The MAJOR Group estimates the cost of producing the Summer Lawn Chair Concert Series to be \$7,750 per week, with the total for 7 events being \$54,250.

The following list represents a breakdown of the items used to calculate these costs:

City of Pontiac L		roposed			 <u>A</u>
Talent	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
Headliner	ф	1,500.00		Local & Regional Talent	
, ,	- i	750.00		Local & Regional Talent	
support #1	<u>+</u>		60 250 00	Local & Regional Talent	
total	\$	2,250.00	\$2,250.00 \$2,250.00		
Duada di sa			\$2,250.00	Concert Sound PA	
Production	φ	990 00	* *** *** *** *** *** *** *** *** ***		
Sound	\$	800.00		2 tops + 2 subs per side	
Lights	\$	250.00		Small pkg for fill/effect	•••
Production/staging	\$	1,250.00	remarks represent the rate of the second to	24' w X 16' d X 3' h	
total	\$	2,300.00	\$2,300.00		
			\$4,550.00		
Venue/Local Crew					
Rent (???)	\$	100.00	A 14 M JOS MAN AND CONTRACTOR CONTRACTOR AND CONTRACTOR		
Clean Up	\$	100.00			
Stage Hands (1 @ 100 per)	\$	100.00			
T-shirt security (1 @ \$100 pe	\$	100.00		Better to have and not need	
total	\$	400.00	\$400.00		
			\$4,950.00		
Transportation/Lodging/Food	 1		ψ1,000100	,	
Catering	\$	100.00		Water, Ice & Snacks	
total		100.00	\$100.00		
	Ψ		\$5,050.00		
Venue Staff					
Support/Logistics	\$	100.00		Event Coordinator	
total		100.00	\$100.00		
	Ψ		\$5,150.00		
Miscellaneous			72,100.00		
Generator	\$	800.00		Guaranteed electric service	
Rental Equipment	\$	200.00		Tables, tents, chairs, etc	
Porta Jons	\$	750.00		2 Handicap units + delivery	
Genersator permit	\$	150.00		Per city ordinace	
total	\$	1,900.00	\$2,150.00		
			\$7,300.00		
Advertising/Marketing/Promo	otio	n			
On-Line	\$	200.00		Facebook & Social Media	
PR/Publicity	\$	150.00		Press releases	-
Posters/Flyers	\$	100.00		Printing & Graphics	
<u> </u>	\$	450.00	\$450.00		
	1				****
TOTAL EXPENSES	\$	7,750.00	\$7,750.00		
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47450 Woodward Ave., Pontiac, MI 48342 – E-mail – Purchasing@pontiac.mi.us

Art Crawl Production Company Event Coordinator Addendum No. 1

April 17, 2023

Dear Bidders:

RE: Solicitation No. 23-699-005 –Event Coordinator for the Art Crawl. RFQ

The corrected Milestone Schedule for the Art Crawl Production Company Event Coordinator RFQ is below.

1. **Milestone Schedule** – Changes to Deadline for Bid Submission & Public Opening, Notice of Intent to Award, Present to City Council for approval, Notice to Award.

Solicitation Proce	ess Milestone Schedule				
Solicitation Posted	Tuesday, April 4, 2023				
Pre-Bid Meeting Date, Location & Time	No Pre-Meeting Required				
Deadline to Submit Questions via BidNet	Friday, April 28, 2023, at 5:00 pm EST				
Deadline to Respond to Questions via BidNet	Wednesday, May 3, 2023, at 5:00 pm EST				
Deadline for Bids Submission & Public Opening	Monday, May 15, 2023, at 2:00 pm EST (submission deadline) Public Opening will occur at 2:30 pm EST City Hall – Lions' Den – 1st Floor 47450 Woodward Ave. Pontiac, MI 48342				
Notice of Intent to Award – Posted to BidNet	The Week of May 15, 2023				
Present to City Council for approval	Tuesday, May 23, 2023				
Notice of Award – Posted to BidNet	By Wednesday, May 24, 2023, at 2:00 pm EST				

Feel free to email purchasing@pontiac.mi.us if there are any questions regarding this Addendum.

John Marsh

John Marsh

Purchasing Assistant

Production Company/Event Coordinator for the Art Crawl

For

Solicitation No. 23-699-005 Monday May 15, 2023, 2:30 PM, Lions' Den



Name	John Marsh
Company Representing	JOHN MARSL CITY of PONTIAC
Address (Include City, State & Zip code)	
Phone/Cell Number	
E-mail	JMARSHO PONTIAC.Mi.US
Name	Mary Castro
Company Representing	Mary Castro City of Ponticus
Address (Include City, State & Zip code)	
Phone/Cell Number	
E-mail	mcastro@pontiac.mi,us
Name	
Name Company Representing	
Company Representing Address	
Company Representing Address (Include City, State & Zip code)	
Company Representing Address (Include City, State & Zip code) Phone/Cell Number	
Company Representing Address (Include City, State & Zip code) Phone/Cell Number	
Company Representing Address (Include City, State & Zip code) Phone/Cell Number E-mail	
Company Representing Address (Include City, State & Zip code) Phone/Cell Number E-mail Name	
Company Representing Address (Include City, State & Zip code) Phone/Cell Number E-mail Name Company Representing Address	

#16 RESOLUTION

CITY OF PONTIAC Oakland County, Michigan

RESOLUTION TO PROCEED IN CLOSED SESSION
TO CONSIDER AND DISCUSS A MATTER OF PENDING LITIGATION
Sewell v Pontiac, et. al., Oakland County Circuit Court Case No. 2022-197253-NF

RESOLUTION#
Minutes of a regular meeting of the City Council for the City of Pontiac, held City Hall, 47450 Woodward Ave, Pontiac, MI on May 23, 2023 at 6:00 p.m., local time.
The following resolution was offered by Council member and supported by Council member::
WHEREAS, the City's outside legal counsel, Rosati, Schultz Joppich and Amtsbuechler, has requested a closed session in order to discuss trial or settlement strategy in connection with the specific pending litigation Sewell v Pontiac, et. al., (Oakland County Circuit Court Case No. 2022-197253-NF); and
WHEREAS, such discussions if conducted in an open meeting would have a detrimental inancial effect on the litigating or settlement position of the City; and
WHEREAS, the Michigan Open Meetings Act provides that a public body may meet in Closed Session to consider material exempt from discussion or disclosure by state or federal statute; and
WHEREAS, discussions regarding trial or settlement strategy in connection with specific itigation may be discussed in Closed Session pursuant to Section 8(e) of the Open Meetings Act, MCL 15.268(e).
NOW THEREFOR BE IT RESOLVED, the City Council will proceed in Closed Session bursuant to Section 8(e) of the Open Meetings Act, MCL 15.268(e) to review and discuss the above-referenced matter of pending litigation.
YEAS: Council Members
NAYS: Council Members
ABSTAIN: Council Members
RESOLUTION DECLARED ADOPTED.

Garland Doyle, Clerk City of Pontiac

CERTIFICATION

STATE OF MICHIGAN)) SS
COUNTY OF OAKLAND)
foregoing is a true and compl 23, 2023, the original of which and in compliance with Act N	y Clerk, City of Pontiac, Michigan (the "County") does hereby certify that the ete copy of a resolution adopted by the City Council at a meeting held on May the is on file in my office. Public notice of said meeting was given pursuant to o. 267 of the Public Acts of Michigan of 1976, as amended. EOF, I have hereunto affixed my signature this day of May, 2023.
	Garland Doyle, Clerk City of Pontiac
	Oity of Fortiac