

PONTIAC CITY COUNCIL

President Mike McGuinness, District 7
Pro Tem William A. Carrington, District 6
Melanie Rutherford, District 1
Brett Nicholson, District 2
Mikal Goodman, District 3
Kathalee James, District 4
William Parker, Jr., District 5



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

Phone: (248) 758-3200

122nd Session of the 11th Council – Tuesday, December 19, 2023, at 6:00 p.m.

Meeting Location: City Council Chambers, Pontiac City Hall, 47450 Woodward Pontiac, Michigan 48342

MEETING AGENDA

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call of Councilmembers

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

- A. December 11, 2023, Parks, Recreation, Public Works Subcommittee Meeting Minutes
- B. December 12, 2023, City Council Meeting Minutes including Closed Session Minutes

Resolution

Human Resources (HR) Department

- 1. Resolution approving Appointment of Tarrance Price as Parks and Recreation Director.

Public Hearings

- 2. Public Hearing on the Potential Sale of City-Owned Property at Former Landfill at Kennett Road Parcel 14-18-301-002
- 3. Public Hearing on the Potential Sale of City-Owned Property the Former Perdue School at 25 S. Sanford Street Parcel 14-28-455-001

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinances

- 4. Resolution to approve the First Reading of a Zoning Ordinance Map Amendment to Rezone four parcels totaling 0.59 acres at 148 E Howard St.
- 5. Resolution to Approve First Reading of a Zoning Ordinance Text Amendment to Amend Article 2, Chapter 3, Section 2.301, Article 2, Chapter 3, Section 2.304 and Article 6, Chapter 5, Section 6.506. regarding Minimum Lot Width.

6. Resolution to Approve First Reading of a Zoning Ordinance Text Amendment of Chapter 9, Section 6.902(B)(3) to increase the buffer distance for notices from 300' to 500' and to require public notification signs for properties subject to a public hearing.

Resolutions Continued

City Clerk's Office

7. Resolution to Approve salary increase for the Election Specialist position.
8. Resolution to Approve the transfer of existing Class C Liquor License from Duckett's Sports Pub & Grill located at 325 W. Walton Blvd. to Slate Family Dining located at 429 Elizabeth Lake Rd.

Code Enforcement Division

9. Resolution to Authorize the City Clerk to publish notice of proposed Budget Amendment for Fiscal Year 2023-24 to increase GL 249-371-702.000 salary and wages account by \$22,499.99, GL 249-371-718.500 401A Employer Cost account by \$900.00, GL 249-371-716.000 Medical Insurance by \$5,887.50, GL249-371-719.001 Dental by \$ 568.00, GL 249-371-716.011 Hearing by \$5.00, GL 249-371-717.000 Life Insurance by \$ 928.00, GL249-371-719.000 Workers Comp by \$500.00, GL 249-371-725.000 Sick and vacation by \$216.35, GL249-371-707.003 and GL 249-371-977.002 Vehicles by \$29,308.00 (This proposed budget amendment is for changing a part-time Code Enforcement Officer position to full-time and the lease of a 2024 Chevrolet Equinox for \$29,308.00 for Code Enforcement)

Department of Public Works (DPW)

10. Resolution to Support the Michigan Department of Transportation (MDOT) creation of four road islands along the M-59 corridor. **(Postponed for one week at the City Council Meeting on December 12, 2023.)**

Mayor's Office

11. Resolution to Approve the tentative agreement reached with International Union of Operating Engineers Local 324 and authorize the Collective Bargaining Agreement between the City of Pontiac and Local 324 for Department of Public Works (DPW) staff.
12. Resolution to Approve the merger agreement between the City of Pontiac VEBA Trust, the City of Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Plan and the City of Pontiac.

Public Comment (Three Minutes Time Limit)

Discussions

13. Pontiac Small Business Program Technical Assistance Awards Application Window Opened December 11, 2023, and Applications Being Accepted through January 3, 2024.
14. Amtrak Proposes a New Corridor Passenger Rail Route from Pontiac – Detroit – Detroit – Metro Airport – Toledo – Cleveland.

Closed Session

15. Resolution to proceed in Closed Session pursuant to MCL 15.268 (h) of the Open Meetings Act to review an Attorney-Client Privileged Memorandum.

Public Communications

City Council

16. Sheriff PAL Winter 2024 Athletics Registration Open December 10, 2023, Through January 7, 2024. Available activities include Junior Basketball Academy, Basketball Academy, Indoor Soccer, Pee Wee Soccer, Track and Conditioning, Cheer Dance and Tumbling, Mentoring, and Coed Intro to Lacrosse. For more information, visit www.sheriffpal.com or email jhickson@sheriffpal.com

17. Pre-New Years Night of Jazz with the Phillips / Stewart Quintet, Friday, December 29, 2023, with 7:00 pm and 9:00 pm seating. Quincy Stewart on trumpet and Damani Phillips on saxophone. Held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac. Admission \$30. Visit www.theplat.org for more information and to purchase tickets.
18. Alexander Zonjic's Smooth Intimate New Year's Eve Jam, Sunday, December 31, 2023, with doors opening at 9:00 pm and concert from 10:00 pm to Midnight. Featuring Alexander Zonjic's, James Loyd from Pieces of a Dream, Mike Harrington, Kris Kurzawa, and Eugene McBride. Held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac. Tickets \$50. Call (419) 280-1073 or visit www.zonjic.com for more information and to purchase tickets.
19. Red Carpet Affair New Year's Eve Party, Sunday, December 31, 2023, from 9:00 pm to 2:00 pm, held at Flagstar Strand Theatre, 12 N. Saginaw in Downtown Pontiac, Tickets are \$50, includes Champagne Countdown Toast and Food, Attire is "GQ Fly." Presented by Cameron Bradley, Diana Barnard, Norbert Burrows, and Scottie Mays. Call (248) 842-2102 for more information.
20. Talent Development Coalition (TDC) Presents Career Fitness Camp for 18 to 24 year-olds, as well as for adults 25 and older. Deadline for Camp sign-up is Thursday, January 4, 2024 and the Camp begins on Monday, January 8, 2024. To sign up and for more information, contact Carlton D. Jones at 313-585-9950 or Ricky Bradford at 818-391-3910, or use the QR Code on the accompanying flyer.
21. Earthquake featuring LaVar Walker Comedy Show, January 13, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
22. Dr. Martin Luther King, Jr. Day March in Downtown Pontiac the morning of Monday, January 15, 2024.
23. Dr. Martin Luther King, Jr. Day Program at McLaren Oakland Hospital, Monday, January 15, 2024, from 9:30 to 10:30 am, in the lobby atrium at McLaren Oakland in Downtown Pontiac
24. Greater Pontiac Community Coalition Dr. Martin Luther King, Jr. Day Luncheon, held Monday, January 15, 2024, at 11:30 am, held at the CenterPoint Marriott in Pontiac. For more information, call Derinda Shaw at (248) 335-8740.
25. Oakland County's Historical Society 150th Anniversary Milestone Celebration, Sunday, January 21, 2024. Marks 150 years to the day from the first gathering of the Historical Society in 1874 in Downtown Pontiac. Time and location being finalized.
26. Oakland University Center for Public Humanities Presents "Spreading the Word: Revisiting Dr. Johnetta Brazzell and the Pontiac Oral History Archive," Thursday, January 25, 2024, at 12:00 pm, held at 242 Kresge Library (the Nyberg Room) on Oakland University's campus, as well as with a Zoom virtual option. Dr. Brazzell conducted interviews in the 1970s with elderly African American residents of Pontiac, Michigan. This event will highlight Johnetta Brazzell and her work, as well as important new work emerging from this oral history collection. For more information, contact the Center for Public Humanities at humanities@oakland.edu.
27. The Steel Drivers Concert at the Flagstar Strand Theatre, Friday, February 16, 2024. Doors Open at 7:00 pm, Show at 8:00 pm. Tickets are now available. The Strand is at 12 N. Saginaw in Downtown Pontiac.
28. The Psychology of Serial Killers, March 15, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.

29. Comedian Paula Poundstone Performs, Saturday, April 13, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
30. Comedian Paula Poundstone Performs, Saturday, April 13, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
31. Glenn Miller Orchestra Performs, Sunday, April 14, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
32. Tuske Performs, Wednesday, April 24, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
33. Eaglemania Performs, Friday, May 3, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.

City Clerk

34. City Council Meeting Wednesday, December 27, 2023, at 12:00 p.m.,
City Council Meeting Wednesday, January 3, 2024, at 12:00 p.m. and
City Council Meeting Tuesday, January 9, 2024, at 6:00 p.m.

Closing Comments

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

Adjournment

CONSENT AGENDA B

December 12, 2023, Draft

**Official Proceedings
Pontiac City Council
121st Session of the Eleventh Council**

Call to order

A Regular 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, December 12, 2023, at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Minister Veronica Taylor – Pontiac, Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

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

Mayor Tim Greimel was absent.

Deputy Mayor Khalfani Stephens was present.

A quorum was announced.

Amendments to and Approval of the Agenda

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

Motion to amend the agenda to remove item # 14 (Resolution to authorize the City Clerk to publish the proposed budget amendment for the Budget Year 2023-2024 to increase the budget appropriations in General Ledger Account 101-233-818.00 – Professional Services \$65,519) from the agenda. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

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

No: None

Motion Carried

The vote was taken to approve the agenda as amended.

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

No: None

Motion Carried

Consent Agenda

23-421 **Resolution to approve the consent agenda for December 12, 2023.** Moved by Councilperson Parker and second by Councilperson Carrington.

WHEREAS, the City Council has reviewed the consent agenda for December 12, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for December 12, 2023, including the November 27, 2023, Law and the Courts Subcommittee Meeting Minutes, December 5, City Council Meeting Minutes, Resolution to approve the Lifetime of Community Service of Besty and Richard Fitzgerald, and Resolution approving Obsolete Property Rehabilitation Act

December 12, 2023, Draft

Exemption Application – 91 N. Saginaw – 91 North OZ, LLC (Corrected).

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

Resolution Passed

23-421 (C) **Resolution to approve the 2024 City Council Meeting Schedule.** Moved by Councilperson Parker and second by Councilperson Carrington.

WHEREAS, Section 3.105 of the Charter requires that the City Council meet at least once a week.
NOW THEREFORE BE IT RESOLVED, the Pontiac City Council approves its 2024 Schedule of Meetings.

THE 2024 SCHEDULE OF MEETINGS OF THE PONTIAC CITY COUNCIL

The Pontiac City Council will hold its regular meeting on Tuesday evenings at 6:00 p.m. in the Council Chambers of City Hall 47450 Woodward Ave Pontiac, Michigan 48342 unless otherwise noted.

Internet website where meetings are posted www.pontiac.mi.us

The dates are as follows:

Wednesday, January 3, 2024, 12:00 p.m.
Tuesday, January 9, 2024, 6:00 p.m.
Tuesday, January 16, 2024, 6:00 p.m.
Tuesday, January 23, 2024, 6:00 p.m.
Tuesday, January 30, 2024, 6:00 p.m.
Tuesday, February 6, 2024, 6:00 p.m.
Tuesday, February 13, 2024, 6:00 p.m.
Tuesday, February 20, 2024, 6:00 p.m.
Thursday, February 29, 2024, 6:00 p.m.
Tuesday, March 5, 2024, 6:00 p.m.
Tuesday, March 12, 2024, 6:00 p.m.
Tuesday, March 19, 2024, 6:00 p.m.
Tuesday, March 26, 2024, 6:00 p.m.
Tuesday, April 2, 2024, 6:00 p.m.
Tuesday, April 9, 2024, 6:00 p.m.
Tuesday, April 16, 2024, 6:00 p.m.
Tuesday, April 23, 2024, 6:00 p.m.
Tuesday, April 30, 2024, 6:00 p.m.
Thursday, May 9, 2024, 6:00 p.m.
Tuesday, May 14, 2024, 6:00 p.m.
Tuesday, May 21, 2024, 6:00 p.m.
Tuesday, May 28, 2024, 6:00 p.m.
Tuesday, June 4, 2024, 6:00 p.m.
Tuesday, June 11, 2024, 6:00 p.m.
Tuesday, June 18, 2024, 6:00 p.m.
Tuesday, June 25, 2024, 6:00 p.m.
Tuesday, July 2, 2024, 6:00 p.m.
Tuesday, July 9, 2024, 6:00 p.m.
Tuesday, July 16, 2024, 6:00 p.m.
Tuesday, July 23, 2024, 6:00 p.m.
Tuesday, July 30, 2024, 6:00 p.m.
Thursday, August 8, 2024, 6:00 p.m.

December 12, 2023, Draft

Tuesday, August 13, 2024, 6:00 p.m.
Tuesday, August 20, 2024, 6:00 p.m.
Tuesday, August 27, 2024, 6:00 p.m.
Tuesday, September 3, 2024, 6:00 p.m.
Tuesday, September 10, 2024, 6:00 p.m.
Tuesday, September 17, 2024, 6:00 p.m.
Tuesday, September 24, 2024, 6:00 p.m.
Tuesday, October 1, 2024, 6:00 p.m.
Tuesday, October 8, 2024, 6:00 p.m.
Tuesday, October 15, 2024, 6:00 p.m.
Tuesday, October 22, 2024, 6:00 p.m.
Tuesday, October 29, 2024, 6:00 p.m.
Thursday, November 7, 2024, 6:00 p.m.
Tuesday, November 12, 2024, 6:00 p.m.
Tuesday, November 19, 2024, 6:00 p.m.
Tuesday, November 26, 2024, 6:00 p.m.
Tuesday, December 3, 2024, 6:00 p.m.
Tuesday, December 10, 2024, 6:00 p.m.
Tuesday, December 17, 2024, 6:00 p.m.
Thursday, December 26, 2024, 12:00 p.m.

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

No: None

Resolution Passed

23-421 (D) **Resolution recognizing the Lifetime of Community Service of Besty and Richard Fitzgerald.** Moved by Councilperson Parker and second by Councilperson Carrington.

WHEREAS, the City of Pontiac, Michigan has been privileged to have many exemplary community members over the decades, whose hard work contributed to improving the City's quality of life; and, WHEREAS, Besty and Richard Fitzgerald have been a cherished part of the community fabric for generations and have worked to improve the lives of others through civic, religious, philanthropic, and social involvement; and,

WHEREAS, during their long and storied involvement in the Pontiac community, they were proponents for advancements in civil rights for Pontiac residents and Richard Fitzgerald, through his professional capacity with his family's Pontiac Press newspaper, advocated for improved legal, economic, and societal advancement for African American and Hispanic residents of our City; and,

WHEREAS, the Fitzgeralds have remained active with the All-Saints Episcopal Church congregation through multiple volunteer roles and charitable initiatives; and,

WHEREAS, on October 11, 1987, the first display of the NAMES Project Memorial Quilt was displayed on the national Mall in Washington, D.C. to raise awareness and education about human immunodeficiency virus (HIV) and acquired immunodeficiency syndrome (AIDS) and to remember those who lost their life to AIDS; and,

WHEREAS, the Pontiac Community, through the All-Saints Episcopal Church of Pontiac and with active involvement of the Fitzgeralds, created a panel that comprised part of 12-foot by 12-foot panel from Michigan adding to the NAMES Project Memorial Quilt in October 1996; and,

WHEREAS, All Saints Episcopal Church is currently exhibiting that panel at their Pontiac location, and is holding a remembrance service for those who lost their life to AIDS on December 17, 2023;

NOW, Therefore, Be It Resolved, the Pontiac City Council and Pontiac Mayor Tim Greimel hereby recognizes the decades of community contributions of Ms. Betsy Fitzgerald and Mr. Richard Fitzgerald, including their work in the fields of HIV-AIDS education, awareness, and advocacy; and further, Resolved, the City Council expresses our appreciation to the Fitzgeralds and the All-Saints Episcopal

December 12, 2023, Draft

Church of Pontiac congregation for their important work in the past and to this day in remembering those who died due to AIDS-related complications; and further,
Resolved, we as a City to remember the over 40 million AIDS-related deaths in the world over the past forty years, including those victims who were from the City of Pontiac.

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

No: None

Resolution Passed

23-421 (E) Resolution approving Obsolete Property Rehabilitation Act Exemption

Application – 91 N. Saginaw – 91 North OZ, LLC. (Corrected) Moved by Councilperson Parker and second by Councilperson Carrington.

WHEREAS, pursuant to PA 146 of 2000, the City of Pontiac is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts; and

WHEREAS, THE City of Pontiac legally established the Downtown Obsolete Property Rehabilitation District on December 30, 2002, after a public hearing held on December 30, 2002; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of the property under Public Act 146 of 2000 and under Public Act 198 of 1974 does not exceed 5% of the total taxable value of the City of Pontiac; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(1) of Public Act of 146 of 2000; and

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 on October 24, 2020; and

WHEREAS, 91 North OZ, LLC is not delinquent on any taxes related to the facility; and

WHEREAS, the application is for the obsolete property as defined in section 2(h) of Public Act 146 of 2000; and

WHEREAS, 91 North OZ, LLC has provided answers to all required questions under the application instructions; and

WHEREAS, the City of Pontiac requires that rehabilitation of the facility shall be completed by October 31, 2027; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in the City of Pontiac eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated; and

NOW, THEREFORE, BE IT RESOLVED by the City of Pontiac of the 91 North Saginaw, Be and hereby is granted an Obsolete Property Rehabilitation Exemption for the real property, excluding land, located in Obsolete Property Rehabilitation District Downtown Pontiac District at 91 North Saginaw for a period of twelve years, beginning December 31, 2023, and ending December 30, 2035, pursuant to the provisions of PA 146 of 2000, as amended.

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

No: None

Resolution Passed

December 12, 2023, Draft

Special Presentation

Pontiac Sale of City-Owned Property at Former Landfill at Kennett Road and at Former Perdue School at 25 S. Sanford Street

Presentation Presenter: Deborah Younger – Economic Development Manager

Subcommittee Reports

Communications, Engagement & Operations

Economic Development, Housing & Planning

Facilities & Property

Finance & Personnel

Law & The Courts

Parks, Recreation & Public Works

Public Safety, Health & Wellness

Recognition of Elected Officials – Beatrice Wright, Precinct Delegate and Veronica Taylor, Precinct Delegate

Agenda Address

1. Beatrice Wright addressed item #1
2. Carlton Jones addressed item #1
3. Dr. Deirdre Waterman addressed item #16
4. Chuck Johson addressed item #7
5. Darlene Clark addressed item #1
6. Gloria Miller addressed items #1, #10 and #11

Agenda Items

Emergency Ordinance

2428 **Adoption of an Emergency Declaring a Moratorium on the Issuance of Adult-Use Marihuana Permits and Suspending Ordinances #2406 and #2407.** Moved by Councilperson Carrington and second by Councilperson Goodman.

Ordinance #2428

An EMERGENCY ordinance DECLARING A MORATORIUM ON THE ISSUANCE OF ADULT-USE MARIHUANA PERMITS AND SUSPENDING CITY ORDINANCES #2406 AND #2407

The City of Pontiac ordains: that in order to protect the health, safety and welfare of its citizens, this Moratorium on the issuance of permits under the City's Adult-Use Marijuana Ordinance #2406 and its companion Zoning Ordinance #2407 is hereby enacted, and implementation of both ordinances shall be suspended pending the results of the February 27, 2024, primary election.

WHEREAS, Ordinance #2406 was adopted by the Pontiac City Council on April 4, 2023, allowing adult-use marihuana establishments to operate in the City of Pontiac; and

WHEREAS, On November 7, 2023, City Council amended the City's Adult-Use Marihuana Ordinance via Ordinance #2424; and

WHEREAS, Ordinance #2424 is currently the subject of a referendum challenge, with the question to appear on the ballot for the Presidential primary election to be held February 27, 2024; and

WHEREAS, the regulation of marihuana in Pontiac is undertaken in accordance with the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et. seq., to protect the public health, safety, and welfare of residents by setting forth the manner in which marihuana businesses can be operated through reasonable regulations related to noise, odor, air and water quality, food safety, public safety, security for the establishments and personnel, and other health and safety concerns; and

WHEREAS, the City's ability to evaluate applications under the ordinance depends on the results of the

December 12, 2023, Draft

referendum ballot question to be determined at the upcoming February 27, 2024, election, and WHEREAS, the City must take immediate action to suspend the processing of applications while the ballot question is pending.

IT IS HEREBY ORDAINED that the City shall suspend implementation of Ordinances #2406 and #2407 effective immediately under authority of City Charter Section 3.112(e), allowing time for the City to ascertain the results of the voters' decision to either adopt or reject the ballot question; and FURTHER ORDAINED that this Moratorium shall terminate upon certification of the February 27, 2024, election results.

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

No: None

Resolution Passed

Councilwoman Melanie Rutherford was absent for the vote.

Department of Public Works (DPW)

23-422 **Resolution to support the Michigan Department of Transportation (MDOT) creation of four road islands along the M-59 corridor.** Moved by Councilperson Rutherford and second by Councilperson James. Discussion.

Motion to Postpone Resolution to support the Michigan Department of Transportation (MDOT) creation of four road islands along the M-59 corridor for one week. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

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

No: None

Motion Carried

23-423 **Resolution to support the Michigan Department of Transportation (MDOT) on M-59 (Huron Street) Lane Repurposing.** Moved by Councilperson Nicholson and second by Councilperson Carrington.

WHEREAS, the Michigan Department of Transportation has performed a road safety audit dated June 21, 2022, along the M-59 (Huron Street) corridor from Telegraph Road to Woodward Loop in an attempt to evaluate potential options to create a safer and more pedestrian friendly environment for the motoring and general public. The outermost WB Huron Street through lane will be repurposed into a right turn only lane between Telegraph Road and Woodward Loop.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City of Pontiac supports the Huron Street WB Lane Repurposing and specifically supports the modifications be made with this project to be constructed by MDOT in the Spring of 2025 subject to the approval of required agreement(s) between the City and MDOT.

Ayes: Goodman, and James

No: Carrington, McGuinness, Nicholson, Parker, and Rutherford

Resolution Failed

Economic Development Division

23-424 **Resolution scheduling a Public Hearing on the Potential Sale of City-Owned Property at Former Landfill at Kennett Road for the December 19, 2023, City Council Meeting.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

WHEREAS, in accordance with Pontiac City Charter Section 3.113, public notice and a public hearing shall be held prior to the selling of any city-owned property; and

December 12, 2023, Draft

WHEREAS, the City is the owner of real property located in the City of Pontiac and legally described below; and

WHEREAS, the City intends to sell parcel number 14-18-301-002, Pontiac, MI, commonly known as the Kennett Road Landfill; and

WHEREAS, the Taube Family of Companies, Inc. intends to acquire the real property to construct industrial facilities on the parcel.

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby approves scheduling a public hearing to sell parcel number 14-18-301-002, Pontiac, MI, Kennett Road Landfill, to be held on December 19, 2023, at 6 PM.

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

No: None

Resolution Passed

Councilman Brett Nicholson was absent for the vote.

23-425 **Resolution scheduling a Public Hearing on the Potential Sale of City-Owned Property at Former Perdue School at 25 S. Sanford Street for the December 19, 2023, City Council Meeting.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, in accordance with Pontiac City Charter Section 3.113, public notice and a public hearing shall be held prior to the selling of any city-owned property; and

WHEREAS, the City is the owner of real property located in the City of Pontiac and legally described below; and

WHEREAS, the City intends to sell parcel number 64-14-28-455-001, commonly known as Perdue School, located at 25 S. Sanford St. Pontiac, MI 48342; and,

WHEREAS, a developer intends to acquire the real property, demolish the existing structures, and construct a youth workforce training facility.

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby approves scheduling a public hearing to sell parcel number 64-14-28-455-001, Perdue School located at 25 S. Sanford St., Pontiac, MI 48342, to be held on December 19, 2023, at 6 PM.

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

No: None

Resolution Passed

Public Comment

1. Beatrice Wright
2. Carlton Jones
3. Matt Garriss
4. Angela Rakowski
5. Dr. Deirdre Waterman
6. Pastor Kathy Dessureau
7. Chuck Johnson
8. Darlene Clark
9. Gloria Miller

Discussion

National AIDS Memorial Quilt on Display at All Saints Episcopal Church in Pontiac, City of Pontiac Officials and Community Members Invited to Attend Remembrance on Sunday, December 17, 2023, at 5:00 pm at All Saints; the Portion of the Quilt on Display was Created in 1996 by All Saints to Remember Pontiac Community Members who Passed Away

December 12, 2023, Draft

Closed Session

23-426 **Resolution to proceed into Closed Session at 8:52 p.m. pursuant to MCL 15.268 (h) of the Open Meetings Act to discuss a confidential attorney-client legal opinion as requested by the Mayor.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, the City Council seeks to adjourn into closed session under the Michigan Open Meetings Act, MCL 15.268 (h) to discuss a written legal opinion prepared by the City Attorney Clark Hill LLC; and;

WHEREAS, the Michigan Open Meetings Act Section 8(h) provides that a public body may meet in Closed Session to consider an attorney-client privileged legal opinion, which includes material exempt from discussion or disclosure by state or federal statute.

NOW THEREFOR BE IT RESOLVED, the City Council will proceed in Closed Session pursuant to MCL 15.268 (h) of the Open Meetings Act to discuss a confidential attorney-client legal opinion as requested by the Mayor.

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

No: None

Resolution Passed

Councilman Brett Nicholson was absent for the vote.

Councilman Brett Nicholson left the meeting.

Motion to come out of Closed Session at 9:50 p.m. Moved by Councilperson Rutherford and second by Councilperson Goodman.

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

No: None

Motion Carried

Communications

City Council, and Mayor's Office

Mayor, Clerk and Council Closing Comments

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

Adjournment

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

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

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 10:03 p.m.

Garland S. Doyle
City Clerk

#1

RESOLUTION



Tim Greimel, Mayor
Khalfani Stephens, Deputy Mayor

TO: Honorable Council President and Members of the City Council

FROM: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: December 15, 2023

RE: Resolution to Appointment of Tarrance Price to Serve as Director, Parks and Recreation

Honorable City Council:

In accordance with Article 4.106 of the City Charter, it is my honor and privilege to recommend the appointment of Mr. Tarrance Price as Director, Parks and Recreation.

As you know, the city has been extensively recruiting for this position to find the candidate who has the experience and latitude suited for the Director, Parks and Recreation. The City of Pontiac is steadily growing, and the hiring of this candidate is essential for the City of Pontiac's success during this exciting yet challenging time. Finally, a dedicated person will put in place the necessary processes and procedures, knowledge and leadership to ensure the success of the City's Parks and Recreation and all that it encompasses.

Mr. Price currently serves as the Director, Parks and Recreation in Merrillville, IN and has many years of experience under his purview. Before that he worked for Valparaiso Parks and Recreation as their Recreation Superintendent.

As such, the following resolution is recommended for your approval.

Enclosed: Resume

CITY OF PONTIAC CITY COUNCIL

**RESOLUTION TO APPROVE THE APPOINTMENT OF TARRANCE PRICE TO SERVE AS
DIRECTOR, PARKS AND RECREATION**

WHEREAS, in accordance with Article IV, Chapter 1, Section 4.106 the Mayor may appoint for each department of the executive branch a director who serves at the pleasure of the Mayor as head of the department; and

WHEREAS, in accordance with Article IV, Chapter 1, Section 4.106 such appointment is subject to the approval of Council; and

WHEREAS, Tarrance Price has the experience and professionalism necessary to serve as the Director, Parks and Recreation;

NOW THEREFORE, BE IT RESOLVED, in accordance with the appointment procedures provided by law and the City Charter, Mr. Tarrance Price is formally appointed, effective January 3, 2024, as the Director, Parks and Recreation for the City of Pontiac and will receive the budgeted salary of \$105,000.00 for this position.

Tarrance Price

Valparaiso, IN 46385

CAREER OBJECTIVE: To pursue a career with an organization where my leadership experience and team

Attitude can be shared and gainfully utilized.

Authorized to work in the US for any employer

Work Experience

Director of Parks and Recreation

Town of Merrillville - Merrillville, IN

September 2021 to Present

- Plan capital expenditures for the town's parks and recreation department.
- Design appropriate parks and recreation programs to fit the needs of the community.
- Ensure that revenue is properly accounted for and balanced with the budget.
- Prepare annual budget request to the town council/town manager.
- Create regular reports for the town council and appropriate committees.
- Present information to the town council Parks Committee and the Dean and Barbara White Community Center Committee on budgeting and other department matters.
- Coordinate fundraising initiatives for the department.
- Oversee marketing and publicity to the town recreation department.

Recreation Superintendent

Valparaiso Parks and Recreation - Valparaiso, IN

January 2017 to September 2021

- Plan and oversee the city organized recreation programs
- Organize, schedule & conduct classes for Preschool and Summer Camp
- Establishes and maintains cooperative working relationships with staff, and community agencies concerned with recreation
- Recruit and supervise the work of part-time and seasonal workers
- Prepare the division reports and budgets.
- Report on Revenue and Expenditures to Park Board

Youth and Adults Sports Coordinator

Kentwood Parks and Recreation - Kentwood, MI

June 2014 to December 2016

- Plan and conducted the city organized sports program
- Organize, schedule & conduct leagues for various groups for sports
- Establish league schedules, recruit volunteer coaches and coordinate teams
- Recruit and supervise the work of part-time and seasonal workers
- Maintain and evaluate operational and financial records.

Site Coordinator-ARCH -Kentwood Public Schools Southwood Elementary

City of Kentwood Parks and Recreation -After school program - Kentwood, MI

February 2013 to June 2014

- Provide direct supervision for activities on and off site for at risk students
- Maintain accurate student records
- Provide state reports on attendance and activities
- Manage staff and student issues.
- Improve academic performance of at-risk students
- Provide cultural and educational experiences for at risk students
- Implement State Licensing procedures.

Community Schools Coordinator

D.A. Blodgett- St. John's - Kentwood, MI

August 2010 to November 2012

- Improve coordination of services for at risk students along with access to them
- Work with at risk students to improve attendance and academics
- Provided support along with resources to at risk students and their families

Site Coordinator-ARCH -Kentwood Public Schools Freshman Campus

City of Kentwood Parks and Recreation - Kentwood, MI

June 2009 to August 2010

- Provided direct supervision for activities on and off site for at risk students
- Administered day to day operations
- Provided reports on attendance and activities
- Managed staff and student issues.
- Improved academic performance of at-risk students
- Provided cultural and educational experiences for at risk students

Athletics Director of Development

Ferris State University - Big Rapids, MI

November 2007 to June 2009

- Supervised the fundraising of various booster clubs
- Develop wide-ranging fundraising strategies and activities coordinated with other university programs
- Manage a fundraising prospect pool of potential donors to be researched and evaluated

Director of Basketball Operations

Valparaiso University - Valparaiso, IN

September 2006 to November 2007

- Responsible for player improvement and coordination of community service
- Recorded video breakdown and analysis
- Noted game analysis and post-game analysis

Substitute Teacher/Paraprofessional Behavior Disorder

USD 475-Geary County Schools - Junction City, KS

August 2002 to May 2004

- Instructed students using various teaching methods
- Kept lesson plans, assigned lessons, and administered tests

- Improved social skills while enhancing personal relationships

Head Freshman Basketball Coach

Junction City High School - Junction City, KS

November 2003 to February 2004

- Analyze performance and instruct in game strategies and techniques to prepare athletes for competition
- Observe players while they perform to determine need for individual or team improvement
- Determine strategies during each game independently or in conference with others
- Lead Freshman team to 16-4 record, first ever number one seed in Freshman tournament

Head Athletic Director

St. Xavier Catholic School - Junction City, KS

August 2001 to May 2002

- Scheduled all athletic events
- Monitored all athlete's academic performance
- Scheduled and paid officials

Physical Education Teacher

St. Xavier Catholic School - Junction City, KS

August 2001 to May 2002

- Taught Physical Education and Health for grades K-12
- Kept lesson plans, assigned lessons, and administered tests
- Instructed students using various teaching methods

Head Varsity Basketball Coach

St. Xavier Catholic School - Junction City, KS

November 2001 to March 2002

- Best record in school history (20-4)
- 1 st ever League Title
- 1 st ever Regional Championship
- 1 st ever 20-win season
- 1 st ever Sub-State victory

Education

Master of Science in Sports Administration

Valparaiso University - Valparaiso, IN

May 2008

Bachelor of Science in Physical Education

Valparaiso University - Valparaiso, IN

May 2001

Skills

- Classroom Management (5 years)

- Fundraising
- Physical Education
- Teaching (5 years)
- Sports Coaching (10+ years)
- Experience Working With Students (10+ years)
- Research
- Presentation Skills (6 years)
- Budgeting (7 years)
- Supervising experience (10+ years)
- Classroom experience
- Filing
- Conflict management (10+ years)
- Employee evaluation
- Customer service
- Program development (10+ years)
- Project management
- Payroll
- Data collection
- Employee relations
- Sales
- Leadership (10+ years)
- Communication skills (10+ years)
- Financial management (5 years)
- Management
- Public relations
- Public speaking (5 years)
- Administrative experience
- English
- Organizational skills

Certifications and Licenses

1999-2000 Valparaiso Crusaders Basketball, 19-13 record, Conference Tournament Champs

1999 NCAA Tournament Participant

1998-1999 Valparaiso Crusaders Basketball, 23-9 record, Conference Tournament Champs

1997-1998 Barton County Community College Basketball Team-29-4, Jay-Hawk West Champs

**1997-1998 Barton County Community College Basketball Team, ranked
preseason top three**

**1996-1997 Barton County Community College Basketball Team- 23-9 record,
ranked top 25**

CPR Certification

#4

ORDINANCE

**Resolution of the Pontiac City Council
To Approve First Reading of Zoning Ordinance Map Amendment
to Rezone parcels 64-14-28-104-009, 64-14-29-233-018 from R-2,
Two-Family Dwelling to C-1, Local Business and Rezone parcels,
64-14-28-103-016, and 64-14-28-103-017 from R-2, Two-Family
Dwelling, and C-1, Local Business at 148 E Howard St.**



Resolution to Approve First Reading of Zoning Ordinance Map Amendment to Rezone four parcels totaling 0.59 acres at 148 E Howard St.

At a meeting of the City Council ("Board") of the City of Pontiac, County of Oakland, State of Michigan (the "City") at a meeting held on _____, 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 Map to rezone four parcels (64-14-28-104-009, 64-14-29-233-018) from, 64-14-28-103-016, and 64-14-28-103-017) totaling .59 acres at 148 E Howard St; specifically, to amend the Zoning Ordinance Map which lists these properties as R-1 One Family Dwelling to C-1 Local Business and P-1 Parking.

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

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

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

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CERTIFICATION

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

Dated: December ____, 2023

By: _____
Its: City Clerk

TO: Planning Commission
FROM: Corey Christensen, Senior Planner
DATE: December 11, 2023
RE: ZMA 23-013: 148 E Howard St.

Executive Summary

SPR 23-013 is a request by Nathan Stephenson to rezone four parcels at 148 E Howard St. from "R-2" Two Family Dwelling to "C-1" Local Business and "P-1" Parking. The applicant intends to redevelop the property as a barber shop with additional commercial spaces for a potential salon, laundry mat, or banquet hall. The existing structure suffered a fire and was ticketed as a "dangerous building" by the City of Pontiac Code Enforcement team on June 26, 2023. Since that time the applicant has been working diligently with planning, building and code enforcement staff to secure the structure and apply for the permits needed to redevelop the property.

Quick Facts	
Existing Zoning	R-2
Proposed Zoning	C-1
Parcel Area	25,699 Sq. Ft.
Acreage	0.59 acres

The Planning Commission recommends approval without any conditions. At this time, the applicant has not supplied any conditions. The Planning Commission voted in favor 6-0.

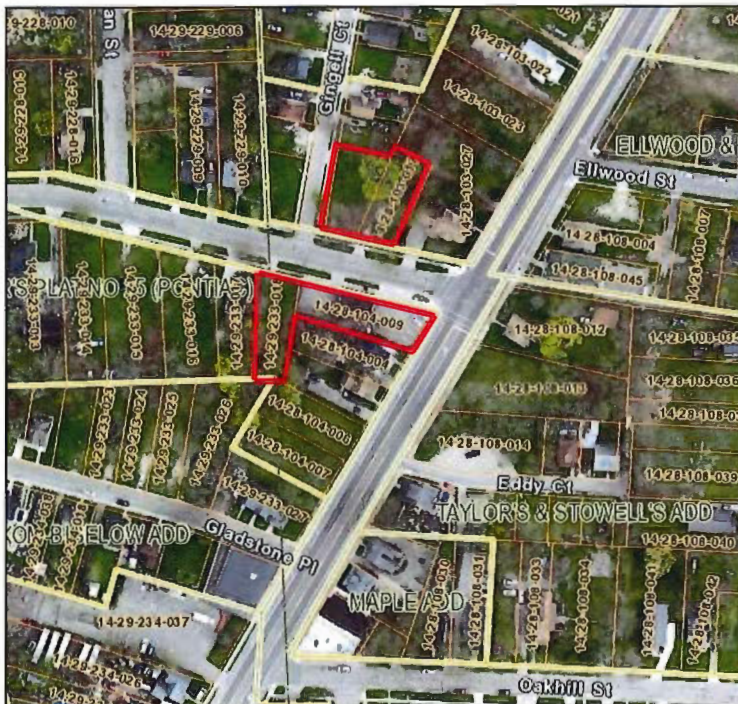


Figure 1: Location of Subject Parcel

The recent fire necessitated redevelopment of the entire site. Since the applicant is demolishing the existing structure and proposing to replace it with a larger building, the property's grandfathered status was rescinded and the site will have to comply with the requirements of the zoning ordinance.

Overview and History

These parcels, like most parcels in this neighborhood, are zoned R-2 , two-family dwelling. This classification makes sense for the neighborhood generally, but not at the corner of E Howard St. and Perry St. This property has been utilized for commercial purposes for as long as the City has records of the property. Furthermore, Perry St. is a well trafficked corridor with many commercial properties fronting along it. It is unclear when the zoning of the subject parcel was changed from Commercial to Two-Family Residential, but the result is a legal nonconformity on site. The applicant's building and use were both grandfathered and permitted to continue operating until the

As part of the applicant's proposed redevelopment, the adjacent parcel directly to the west is proposed to be combined with the applicant's current property to facilitate the construction of a larger commercial structure that will sit on both plots of land. Utilizing the adjacent parcel will allow for enough space to meet the current zoning ordinance's parking, buffering, and layout requirements. Furthermore, the two parcels on the north side of E Howard St are proposed to be developed as parking.

The applicant has been working diligently with Building Official Raphael LaFlore to address code violations and to keep the vacant structure boarded up and secure. Approval of this rezoning will allow the applicant to proceed with redevelopment.

In order to ensure the existing structure is demolished and does not sit on the property indefinitely, staff would like to see a commitment from the applicant to demolish within six months. This commitment



should come in the form of a condition and must be volunteered by the applicant. Thus far no condition has been provided in writing.

Location and Zoning Classification

The location of the proposed rezoning can be seen in Figure 1 and 2. The property is zoned R-2 as are most parcels in the immediate area. At last month's informational session, the applicant came forward with a request to rezone only two

Figure 2: Zoning Map

parcels. This was due to Staff's concerns about placing a parking lot in the interior of a residential neighborhood. The Planning Commission, however, encouraged the applicant to revise their application to include the two parcels on the north side of E Howard St. The Commission recommended P-1 rather than C-1 for the parking lot parcels because the P-1 district only permits parking lots, no other uses. While parking lots are not the ideal use of these parcels, the adjacent properties are at least protected against objectionable or inappropriate uses locating on site.

If approved, the parcels rezoned to C-1 will be near other C-1 properties across Perry Street to the north and to the south. The P-1 zoning district will not be near other P-1 zoned parcels, however, it is the nature of the P-1 zoning district to be located where enough development has occurred that off-site parking is needed rather than clustering P-1 parcels to form a district. For this reason, approval would not constitute "spot zoning." The future land use map classifies this property as, "traditional neighborhood."

Standards of Approval

When considering rezonings, City Council shall consider the following criteria.

A. Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.

The Master Plan's Future Land Use map classifies the subject property as "Traditional Neighborhood." This classification is intended to, "allow a range of housing styles and seeks to replicate Pontiac's traditional neighborhood development pattern." Approval of this rezoning will be a deviation from the plan; however, the classification of this parcel appears to be an oversight in the master plan as it has been utilized for commercial purposes for decades.

B. Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

The property is not located within a floodplain or wetland. The topography of the site is level and there are no environmental features that would prohibit general commercial activity. The site has historically operated as a barber shop with no physical, geological, hydrological or environmental concerns.

C. Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.

The only uses permitted under the current zoning are single-family or two-family residential. There are many vacant parcels in the neighborhood that are more appropriate for new housing than the intersection of E Howard St and Perry St.

D. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

The C-1 Local Business zoning district is compatible with the subject parcel's general vicinity. There are parcels zoned C-1 across Perry St to the north and to the south. C-1 uses are for less intense commercial uses that primarily serve the residents of the immediate area.

E. The capacity of the City's utilities and services are sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the City.

The City's utilities and services are sufficient to accommodate the proposed use. The site was previously used as a barber shop and the utilities are designed to accommodate uses at this scale.

F. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.

The proposed use of the site is not changing from the historical use of the site. Perry St is well suited to accommodate this commercial traffic.

G. The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the

requested zoning district.

The applicant has requested two parcels be rezoned. The request is reasonable and will not be disruptive to adjacent properties.

H. If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

The applicant worked with City Staff to determine the appropriate zoning district for this property and the types of uses being proposed. The C-1 zoning district was selected because it represents the least change necessary to permit the low intensity commercial uses proposed by the applicant while also protecting the neighborhood from high intensity commercial uses that are permitted in C-2 and C-3.

I. If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.

It would not be appropriate to amend the R-2 district to allow for commercial retail or personal services.

J. The requested rezoning will not create an isolated or incompatible zone in the neighborhood.

C-1 Local Business is a compatible commercial zoning district with the neighborhood, which already contains parcels zoned C-1, and it will not create an isolated zone within the neighborhood.

Planning Commission Recommendation

The Planning Commission recommends APPROVAL, 6-0 of the rezoning with no conditions during public hearing at the December 6, 2023 meeting. At this time, no conditions have been supplied by the applicant.

Community Development Department

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



December 7, 2023

Nathan Stephenson
290 Liberty St. Apt #9
Pontiac, MI 48341

RE: Decision of the Planning Commission

Dear Nathan Stephenson:

This letter is to inform you of the decision made by the Planning Commission at the Wednesday December 6, 2023, meeting. The Planning Commission **APPROVED** the Zoning Map Amendment for case ZMA23-013 for a request to rezone 148 E Howard from R-1 to P-1, R-2 to C-1. The decision was approved 5-0.

Please contact the Planning Division of the Community Development Department at (248) 758-2815 or email at cchristenson@pontiac.mi.us to discuss the next steps of the Building and Zoning Process.

Thank you,



Corey Christensen
Senior Planner



Application for Zoning Map Amendment

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: 148 E Howard St.

Sidwell Number: 14-28-103-016 14-28-104-009
14-29-233-1018

Office Use Only

PF Number: _____

Date: 10-5-23

Instructions: Completed applications with appropriate fee shall be submitted to the Office of Land Use and Strategic Planning at least 30 days prior to the regularly scheduled Planning Commission meeting. Applications must be complete in all respects with supporting documents such as site plan, property survey etc. Planning staff will schedule the application for consideration by the Planning Commission in accordance with the attached schedule. Incomplete applications will delay the review process.

Applicant (please print or type)

Name	NATHAN STEPHENSON		
Address	290 LIBERTY ST. APT #9		
City	PONTIAC		
State	MICHIGAN		
ZIP Code	48341		
Telephone	Main: _____	Cell: _____	ax: _____
E-Mail	AAEXPEDITING@YAHOO.COM		

Project and Property Information

Name of Proposed Development: _____

The subject property is location at 148 E. Howard St. on the N / S / E / (W) side of PERRY ST.
between E Howard and Gladstone Pl.

The property is zoned: R-2

Proposed Zoning District: C-1

It is proposed that the property will be used as: Retail / Commercial

The subject property is legally described as follows (include sidwell numbers):

Same as above

Property Owner Information

Name	Same		
Address			
City			
State			
ZIP Code			
Telephone	Main:	Cell:	Fax:
E-Mail			

Are you the _____ Owner _____ Agent/rep. of the owner _____ Other _____

The proposed will be used for the following purpose (provide as much detail as possible with photographs, sketches, site plans, written documents, etc.).

BARBER SHOP/SALON, LAUNDRY MAT, BANQUET HALL

State the reason for the Zoning Map Amendment, particularly the manner in which the City will benefit if the amendment is approved and why such change will not be detrimental to the public welfare and/or the property rights of other persons located in the vicinity of the site.

I NEED IT TO OPEN MY BUSINESS

Matthew Stephenson

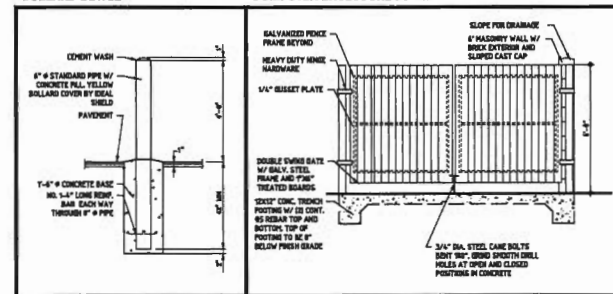
Signature of Owner

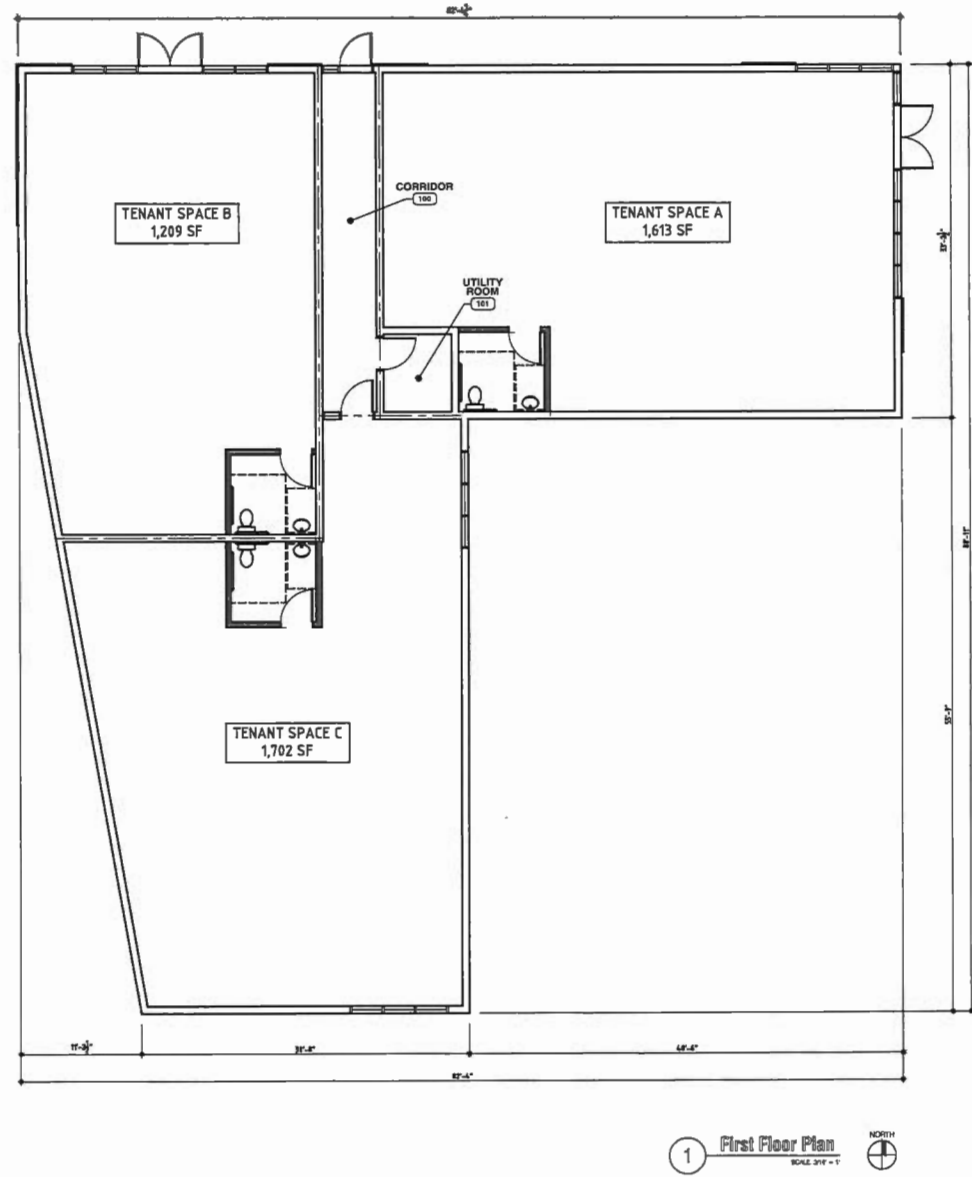
Signature of Applicant

State of Michigan
County of Oakland

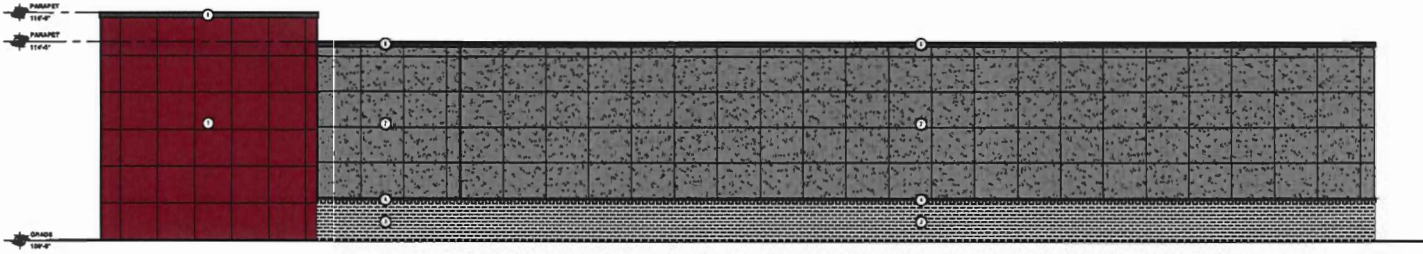
On this _____ day of _____, A.D., 20____, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

Notary Public, Oakland County, Michigan
My Commission Expires: _____

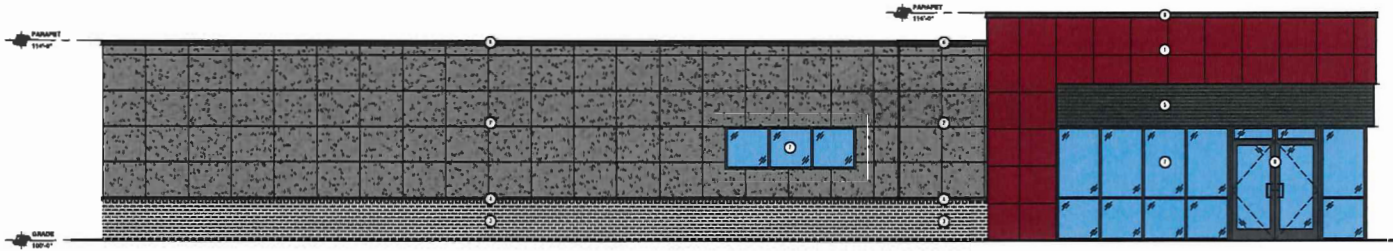


[illegible]

[illegible]



2 West Elevation
SCALE 1/4" = 1'



1 East Elevation
SCALE 1/4" = 1'

MATERIAL LEGEND	
○	METAL PANEL - RED
○	STONE WALL PANEL - GRAY
○	BRICK VENEER - BLACK
○	CAST STONE WATER TABLE - DARK GRAY
○	CORRUGATED METAL - GRAY
○	PRE-FINISHED ALUMINUM COPING - DARK GRAY
○	STONEWORK GLAZING
○	GLAZING DOOR

EST
1998

DESIGNHAUS

ARCHITECTURE

3300 AUGURN RD. SUITE 300
AUGURN HILLS, MI 48226
T:248.901.4422 F:248.453.5854
WWW.DESIGNHAUS.COM
INFO@DESIGNHAUS.COM

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Revised EPA Sub.	10.23.23
Revised EPA Sub.	10.23.23
EPA Submittal	10.23.23
ISSUANCE	DATE

PETER M.
STALHOFER
ARCHITECT
REGISTERED ARCHITECT

Howard St. Retail
148 E Howard St.
Pontiac, MI 48342

Building Elevations

023100

A3.2



DESIGNHAUS ARCHITECTURE 3300 AUBURN RD., SUITE 300 AUBURN HILLS, MI. 48226 T:248.801.4422 F:248.453.5854 WWW.DESIGNHAUS.COM INFO@DESIGNHAUS.COM												
	Revised EPA Sub. 12.25.23 Revised EPA Sub. 12.25.23 EPA Submittal 12.25.23 SIGNED: _____ DATE: _____											
Howard St. Retail 140 E Howard St. Pontiac, MI 48342												
	023100 A10.2 Graphic Illustrations											



DESIGNHAUS ARCHITECTURE		EST 1998
3300 AUBURN RD. SUITE 300 AUBURN HILLS, MI 48326 T:248.601.4422 F:248.453.5854 WWW.DESIGNHAUS.COM INFO@DESIGNHAUS.COM		
Howard St. Retail 148 E Howard St. Pontiac, MI 48342		Graphic Illustrations
023100		A103

Revised EPA Sub.	10.25.23
Revised EPA Sub.	10.23.23
EPA Submittal	10.06.23
ISSUANCE	DATE

STATE OF MICHIGAN PETER W. BYRNE ARCHITECT LICENSED ARCHITECT	
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#5

ORDINANCE

**Resolution of the Pontiac City Council
To Approve First Reading of Zoning Ordinance Text
Amendment to Amend Article 2, Chapter 3, Section 2.301,
Article 2, Chapter 3, Section 2.304 and
Article 6, Chapter 5, Section 6.506.**



Resolution to Approve First Reading of Zoning Ordinance Text Amendment to Amend Article 2, Chapter 3, Section 2.301, Article 2, Chapter 3, Section 2.304 and Article 6, Chapter 5, Section 6.506. regarding Minimum lot Width.

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 December 19, 2023, at 47450 Woodward Ave, Pontiac, MI 48342 at 6:00p.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 following sections of the City of Pontiac Zoning Ordinance: Section 2.301, Section 2.304, and Section 6.506.

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 December 19, 2023.

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

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CERTIFICATION

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

Dated: December ____, 2023

By: _____
Its: City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: Planning Commission
FROM: Corey Christensen, Senior Planner
DATE: December 11, 2023 (Updated from October 26, 2023)
RE: Zoning Text Amendment: Minimum Lot Width Reduction

Executive Summary:

The following is a City-initiated text amendment to Article 2, Chapter 3, Section 2.301, Article 2, Chapter 3, Section 2.304 and Article 6, Chapter 5, Section 6.506 which would reduce the minimum required lot width in the R-1 zoning district from 60 feet to 40 feet. The 60-foot standard was established in the 1990s as a way to increase housing size, lot size and property values in neighborhoods, however, this does not appear to be the actual result of the change. Previous City zoning codes had smaller minimum lot dimensions. This is why the majority of single-family residential parcels in the City of Pontiac have lot widths between 40 and 50 feet. Consequently, there are a large number of nonconforming parcels in the city that are prohibited from subdividing, which would allow for further redevelopment, despite having lot dimensions consistent with the parcels in the block or neighborhood.

The Planning Commission recommended APPROVAL, 6-0, of the Zoning Text Amendment to the City Council during the public hearing at their December 6, 2023 meeting.

Overview:

Rationale:

Under the current regulatory framework, the minimum lot width is 60 feet for subdividing lots. For new home construction, there is an exception provided to allow for the development of narrower lots when the majority of parcels in the immediate area are also less than 60 feet wide. This exception is provided by Section 6.506(C)(1) which states that a nonconforming parcel may be developed if:

6.506(C)(1): The planning administrator has determined the lot in question is the same size or larger, with respect to its lot width and lot area, than the majority (50% or more) of those lots in the surrounding area that are developed with existing single-family dwellings. For purposes of this section, "surrounding area" shall mean all of the lots abutting either side of the street(s) that abut the lot in question and which are also located within 500 feet of said lot.

This exception addresses the majority of nonconforming residential parcels in the City and provides a path towards redevelopment of such parcels, but it is not comprehensive and in some circumstances is still prohibitive towards redevelopment. For example, parcels with a width of 80 to 119 feet are not permitted to be split and developed individually because that would result in parcels under 60 feet wide. This is despite the fact that most residential parcels in the City are between 40 and 50 feet. It's important to note that it's impossible to have every subdivided lot uniform with the neighborhood in which it sits. Lastly, the current framework of the zoning code's language is cumbersome and may confuse property owners who are unaware their nonconforming parcel is developable since the

minimum requirement stated in the ordinance is 60 feet. Unless they are familiar with zoning ordinances and know to look in the nonconformities section, or unless they reach out to speak with staff directly, they may be unaware their parcel is legally nonconforming and developable. The rationale for this text amendment is to provide clarity to property owners and developers and to provide a path towards redevelopment for a greater number of vacant parcels in the City.

See Figure 1 for an example. Under the current ordinance this parcel is not eligible to be split because the resulting parcels would be under 60 feet in width. Under this proposed text amendment, however, the parcel could be split because the two resulting parcels would be greater than the 40 foot minimum and consistent with the average lot width of the surrounding area.

Figure 1: Example



Planning Commission Recommendation

The Planning Commission recommended APPROVAL, 6-0, of the Zoning Text Amendment to City Council during the public hearing at the Wednesday, December 6th meeting.

Residential Lot Width Text Amendment

The purpose of this text amendment is to allow for reduced lot width sizes in the R-1 district and to bring this standard into consistency with the standard under the previous zoning code.

2.301 Table 3

Table 3. Dimension Standards														
Zoning District	Minimum Lot Dimensions			Minimum Setback: Common Yard or Front Parking Private Frontage (ft.) ^(A, B)				Minimum Setback: Stoop, Courtyard, or Streetfront Private Frontage (ft.) ^(A, B)				Maximum Building Height ^(C)		Other Regulations
	Interior Width (ft.)	Corner Width (ft.)	Area (sq. ft.)	Front ^(D)	Side (street) ^(E)	Side (interior)	Rear	Front ^(D)	Side (street) ^(E)	Side (interior)	Rear	In Feet	In Stories	
R-1 ^(F)	60-40 ft.	75 ft.	7,200	25 ^(G)	5	5 ^(K)	30	15	5	5 ^(K)	30	35	2.5	Section 2.304
R-1A ^(F)	80 ft. ^(H)	95 ft. ^(H)	9,6200 ^(H)	25 ^(G)	10	10	30	15	10	10	30	35	2.5	Section 2.304
R-1B ^(F)	100 ft. ^(H)	115 ft. ^(H)	16,000 ^(H)	25 ^(G)	10	10	30	15	10	10	30	35	2.5	Section 2.304
R-2 ^(L)	See Section 2.305			25 ^(G)	15	5 ^(K)	30	5-10 ^(I, J)	5-15 ^(I, J)	5	30	35	2.5	Section 2.305
R-3	See Section 2.306			25 ^(G)	15	5	30	5-10 ^(I, J)	5-15 ^(I, J)	5	30	35 ^(M)	—	Section 2.306

Table 3. Dimension Standards

Zoning District	Minimum Lot Dimensions			Minimum Setback:				Minimum Setback:				Maximum Building Height ^(C)		Other Regulations
				Common Yard or Front Parking Private Frontage (ft.) ^(A, D)				Stoop, Courtyard, or Streetfront Private Frontage (ft.) ^(A, D)				In Feet	In Stories	
	Interior Width (ft.)	Corner Width (ft.)	Area (sq. ft.)	Front ^(D)	Side (street) ^(E)	Side (interior)	Rear	Front ^(D)	Side (street) ^(E)	Side (interior)	Rear			
C-O (O)	See Section 2.307			25 ^(G)	15	5 ^(M)	30	5-10 ^(I, J)	5-15 ^(I, J)	5 ^(M)	30	35	2.5	Section 2.307
C-1	20	20	2,000	8	10	0 ^(Q)	20	0-10 ^(I, J)	5-15 ^(I, J)	0 ^(Q)	20	35 ^(P)	—	Section 2.308
C-2	20	20	2,000	10 ^(R)	5	5	10	0-5 ^(I, J)	0-5 ^(I, J)	0	10	— ^(S)	— ^(S)	Section 2.309
C-3	60	60	6,000	10	10	0 ^(T)	20	0-10 ^(I, J)	5-15 ^(I, J)	0 ^(T)	20	35 ^(P)	—	Section 2.310
C-4	150	150	60,000	15	15	10	20	15	15	10	20	35	—	Section 2.311
M-1	100	100	13,000	15	15	14 ^(M)	10 ^(U)	0-15 ^(I, J)	5-15 ^(I, J)	14 ^(M)	10 ^(U)	45	3	Section 2.312
M-2	200	200	125,000	40	25 ^(U)	15 ^(U)	10 ^(U)	20	15 ^(U)	15 ^(U)	10 ^(U)	45	3	Section 2.313
IP-1	—	—	—	25	25 ^(V)	20 ^(W)	20 ^(W)	15	15 ^(V)	20 ^(W)	20 ^(W)	45	3	Section 2.314
R-4	Refer to Article 3 , Chapter 2													
R-5	Refer to Article 3 , Chapter 3													
PURD	Refer to Article 3 , Chapter 1													

Table 3. Dimension Standards

Zoning District	Minimum Lot Dimensions			Minimum Setback:				Minimum Setback:				Maximum Building Height ^(C)		Other Regulations
				Common Yard or Front Parking				Stoop, Courtyard, or Streetfront						
	Interior Width (ft.)	Corner Width (ft.)	Area (sq. ft.)	Private Frontage (ft.) ^(A, B)				Private Frontage (ft.) ^(A, B)				In Feet	In Stories	
				Front ^(D)	Side (street) ^(E)	Side (interior)	Rear	Front ^(D)	Side (street) ^(E)	Side (interior)	Rear			
R-O	Refer to Article 3 , Chapter 4													
C-C	Refer to Article 3 , Chapter 5													
G-O-T	Refer to Article 3 , Chapter 6													
MUD	Refer to Article 3 , Chapter 7													
TC	Refer to Article 3 , Chapter 8													
SP	Refer to Article 3 , Chapter 9													

2.304 R-1, R-1A, R-1B One Family Dwelling Districts.

- C. Permitted and Special Exception Uses. Refer to Table 2 for permitted and special exception uses in the R-1 district.

LOT REQUIREMENT	DIAGRAM	R-1	R-1A	R-1B
	KEY			
Minimum Lot Width (interior lot)	A	60-40 ft. ^{1*}	80 ft.	100 ft.
Minimum Lot Width (corner lot)	B	75 ft.	95 ft.	115 ft.
Minimum Lot Area (sq. ft.)	(A or B)*C	7,200	9,600	16,000

~~1. Lot width may not be less than the width of the majority (50% or more) of lots in the surrounding area that are developed with existing single-family dwellings. Surrounding area shall be defined as all of the lots abutting either side of the street(s) that abut the lot in question and which are also located within 500 feet of said lot. For example, if a parcel is 80 feet wide and the majority of parcels along the same street and within 500 feet of the property are 50 feet wide then the subject parcel could not be split as it would create two parcels with frontages less than the street average.~~

¹ Lot width may not be less than the width of the majority (50% or more) of lots in the surrounding area that are developed with existing single-family dwellings. Surrounding area shall be defined as all of the lots abutting either side of the street(s) that abut the lot in question and which are also located within 500 feet of said lot. For example, if a parcel is 80 feet wide and the majority of parcels along the same street and within 500 feet of the property are 50 feet wide then the subject parcel could not be split as it would create two parcels with frontages less than the street average.

- D. Required Street Frontage. All buildings constructed within the R-1 districts shall be located on lots having, at minimum, 15 feet of frontage on a public or private right-of-way or permanent, unobstructed easement-of-record of at least a ~~60~~40 foot width, improved as would be a public right-of-way pursuant to Sections 106-102 and 106-127 of City Code.

6.506 Application to Lots of Record

- C. For the purpose of erecting a single-family detached dwelling within the R-1 One-family Dwelling District and R-2 Two-family and Terrace Dwelling District, a previously platted (or otherwise legally created) non-conforming lot, including those which are contiguous with one (1) or more other lots under the same ownership, shall be considered conforming with respect to the applicable minimum required lot width and lot area requirements of this ordinance IF the proposed development or said lot would conform to all other applicable requirements and standards, including but not limited to: building appearance and placement, minimum floor area and height etc. AND ~~if any one or more of~~ the following circumstances ~~s~~ applies:

- ~~1. The planning administrator has determined the lot in question is the same size or larger, with respect to its lot width and lot area, than the majority (50% or more) of those lots in the surrounding area that are developed with existing single-family dwellings. For purposes of this section, "surrounding area" shall mean all of the lots abutting either side of the street(s) that abut the lot in question and which are also located within 500 feet of said lot.~~
21. Neither the current owner nor prospective purchaser of the lot in question owns the adjacent property(s), and the lot in question is at least 40 feet wide and provides a lot area of no less than 4,800 sq. ft.

#6

ORDINANCE



**Resolution of the Pontiac City Council
To Approve First Reading of Zoning Ordinance Text
Amendment to Amend Article 6, Chapter 9, Section 6.902**



**Resolution to Approve First Reading of Zoning Ordinance Text Amendment to Amend Section 6.902
regarding Public Hearing Notices.**

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 December 19, 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 following sections of the City of Pontiac Zoning Ordinance: Section 6.902

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 December 19, 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: _____
Dated: December ____, 2023 Its: City Clerk



TO: Planning Commission

FROM: Mark Yandrick, Planning Manager
Paul Harang, Planner
Corey Christensen, Senior Planner

DATE: December 11, 2023

RE: Zoning Text Amendment: Public Notification Signage

Executive Summary:

The City proposes a Zoning Text Amendment that would modify the public hearing notice requirements in the City's Zoning Code Chapter 9, Section 6.902.

First, the City proposes to increase the buffer distance that public hearing letters are mailed. Currently, every property owner and property occupant within 300' of the subject property receives notice from the City. This proposal would increase the buffer for every property owner and occupants to within 500'.

Lastly, staff proposes that public notification signs be installed by the applicant for Zoning Map Amendment (Rezoning), Special Exceptions, or Vacation of Streets or Alleyways. This increases public knowledge of upcoming public hearing notices.

Planning Commission recommended APPROVAL, 6-0, of these text Amendments at the December 6 Public Hearing. The City Council will need to hold two readings.

Overview:

Rationale

After careful research regarding buffering distances for public hearing letters to property owners, the City is proposing an increase from 300' to 500'. This change is being proposed to increase the knowledge of surrounding residents for any public hearing, which may impact their real property.

The proposed ordinance also touches on public notification sign(s). Currently, public notification sign(s) are not required within the City of Pontiac. After reviewing other municipalities' ordinances and understanding community support for the sign(s), the Community Development Department feels the need to better notify the public due to the volume of requests that the Planning Commission is reviewing. When posted, the sign(s) will display the request by providing information relative to the request in a manner visible to the public, but not obstructing clear vision for motorists. The sign(s) will advertise upcoming hearings to signal neighbors that a piece of property could be redeveloped, potentially transforming a parcel into a new use, or indicating the potential for a right-of-way vacation. The intent of the sign(s) is to try to cover all the bases and give people several chances to inquire about a specific land use change or right-of-way vacations that could affect them.

Proposal

Staff is proposing an increase in buffering for notices sent by mail or personal delivery to property owners as well as require the posting of sign(s) on parcel(s) requesting one (1) of three (3) public hearings. These public hearings include:

1. Zoning Map Amendments
2. Special Exceptions
3. Right-of-Way Vacations

The sign(s) will be placed by the applicant on properties where a land use change has been requested or on the right-of-way where vacations are being sought. To achieve this, staff are proposing the following requirements. **Public Hearing Buffer Distance**

1. Public hearing letters mailed or delivered to property owners and occupants shall increase from 300' to 500' and be given not less than 15 days before the date of the public hearing.

Public Hearing Posted Sign Requirement

2. **For Zoning Map Amendment and Special Exceptions Only:** The applicant shall create and install sign(s) on the parcel(s) where a land use change has been requested, no less than 15 days prior to a public hearing. Signs must be removed 3 days after the final public hearing. The applicant shall provide the Community Development Department with a photograph of the sign(s) on the parcel(s) which shall be emailed to the department. Failure to remove the sign(s) within this period may result in the removal of the sign(s) by the City, following notice and an opportunity to cure at the owner's expense.
3. Sign(s) shall be displayed perpendicular to the adjoining roadway in a manner visible to the public along roads, but not obstruct the clear vision of motorists.
4. Sign(s) shall be constructed of reinforced plastic, exterior plywood, aluminum, or similar material and be structurally sound.
5. Sign(s) shall be 4 feet by 6 feet in size and be structurally sound. The posts, if required, shall be set in the ground at least 24 inches below the surface. The bottom of the sign(s) shall be no less than three (3) feet above ground level.
6. **For Right-Of-Way and Alley Vacations Only:** The 24 square foot sign provided by the applicant shall be located within the right-of-way or on adjacent property of the requester that is visible from the right-of-way without restricting the vision of motorists as described in #3 above. The applicant may elect to alternatively install a minimum of two (2) sandwich board ("A" frames) signs each of which shall be a minimum of six (6) square feet. These signs should be weighted down to mitigate wind resistance.
7. **For the C-2 Downtown District only,** Sign(s) within the C-2 District shall affix notification sign(s) to ground floor interior window(s). Window(s) shall be clear glass and no encumbrances to viewing the sign(s) or the sign(s) shall be securely attached to the building wall. Sign(s) must be located a minimum of three (3) feet from ground level and have no encumbrances that block the signage.
8. The sign(s) face shall be composed of block black letters on a yellow background with a template provided by staff.

Planning Commission Recommendation

The Planning Commission recommended APPROVAL , 6-0 of these text amendments during a public hearing at their December 6, 2023 meeting.

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC**

ORDINANCE NO.

ZONING ORDINANCE TEXT AND MAP AMENDMENT

**AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO
CLARIFY PUBLIC HEARING NOTICE REQUIREMENTS:**

AMEND ARTICLE 6, CHAPTER 9, SECTION 6.902;

THE CITY OF PONTIAC ORDAINS:

Amend Article 2, Chapter 9, Section 6.902:

6.902 General Public Hearing Procedures.

The following procedures are applicable to all public hearings except zoning ordinance text and map amendments, which are described in Section [6.903](#), below.

A. Publication in a Newspaper of General Circulation. Notice of the request shall be published in a newspaper of general circulation not less than 15 days before the date the application will be considered for approval.

B. Personal and Mailed Notice.

- 1 Notice shall be sent by mail or personal delivery to the owners of property for which approval is being considered.
- 2 Notice shall be sent to all persons to whom real property is assessed within ~~300~~ 500 feet of the property, regardless of municipal jurisdiction.
- 3 Notice shall be given to the occupants of all structures within ~~300~~ 500 feet of the property regardless of municipal jurisdiction. Notification need not be given to more than one occupant of a structure, except that if a structure

contains more than one dwelling unit or spatial area leased by different persons, one occupant of each unit or spatial area shall be given notice. If a single structure contains more than 4 dwelling units or other distinct spatial areas owned or leased by different persons, notice may be given to the manager or owner of the structure who shall be requested to post the notice at the primary entrance(s) to the structure.

- 4 All notice delivered by mail or personal delivery must be given not less than 15 days before the date of the public hearing. Notice shall be deemed given when personally delivered or when deposited during normal business hours for delivery with the US postal service or other public or private delivery service. If the name of the occupant is not known, the term “occupant” may be used for the intended recipient of the notice.
- 5 The City shall prepare a list of property owners and occupants to whom notice was mailed.

C. **Content.** Any notice published in a newspaper or delivered by mail shall:

- 1 Describe the nature of the request.
- 2 Indicate the property that is the subject of the request.
- 3 Include a listing of all existing street addresses within the property. If no such addresses exist, other means of identifying the property may be used.
- 4 When and where the public hearing will occur.
- 5 When and where written comments may be submitted concerning the request.

D. ***Posting of Signs for Zoning Map Amendments, Special Exceptions, or Right-of-Way Vacations.*** *An applicant requesting a Zoning Map Amendment, Special Exception, or Right-of Way Vacation shall construct and install a sign indicating the requested change. The signage is required to ensure adequate public notice. All signage must meet the following requirements:*

- 1 *The sign(s) shall be installed no less than fifteen (15) days prior to public hearing at the Planning Commission meeting.*
- 2 *All Signs related to Zoning Map Amendments and Special Exception Applications must abide by the following requirements:*
 - a. *All signs must be uniform and follow the template provided in the Application for Zoning Map Amendment and/or Special Exception. All signs must comply with the following sign specifications:*
 - i. *Block style black lettering on a yellow background.*
 - ii. *Signs shall be a minimum four (4) feet vertical by six (6) feet horizontal.*
 - iii. *Sign face must be re-enforced plastic, exterior plywood, aluminum, or similar material.*
 - b. *Required Signs in All Districts Except the C-2 Downtown District must abide by the following requirements:*
 - i. *The sign(s) shall be installed on the parcel(s) requested for the land use change.*
 - ii. *The sign(s) shall not be placed within the public right-of-way nor shall the sign(s) obstruct clear vision for motorists per the Clear Vision Ordinance.*
 - iii. *In the event the parcel fronts on more than one roadway, signage shall be required for all adjoining public roadways.*
 - c. *Required Signs in the C-2 Downtown District must abide by the following requirements:*
 - i. *Applicants shall either affix signs to interior windows or shall post signage on the parcel which is the subject of the property.*
 - ii. *Window Signs shall abide by the following requirements:*
 - A. *Signage shall be affixed to the ground-floor interior window(s).*
 - B. *Window(s) shall be clear glass and no encumbrances to viewing the sign(s) or the sign(s) shall be surely attached to a building wall.*
 - C. *Paper sign(s) may be approved at the discretion of staff on a case-by-case basis.*

iii. *Exterior Signs shall abide by the following requirements:*

- A. Sign(s) must be located a minimum of three (3) feet from ground level and have no encumbrances that block the signage and able to withstand lateral winds of 14 pounds per square foot.*
- B. Sign support system must be structurally sound.*
- C. Posts, if required, shall be set in the ground at least 24 inches below the surface.*
- D. The bottom of the sign(s) shall be no less than three (3) feet above the ground level.*

3. *All signage for right-of-way or alleyway vacations must abide by the following requirements:*

- a. Signs must be uniform and follow the template provided in Application for Right of Way Vacation.*
- b. Signs shall be placed perpendicular to the adjoining roadway either in the right-of-way or on adjacent property and be clearly visible.*
- c. If the applicant of the right-of-way vacation is not able to secure a 24 square foot temporary sign, they may elect to install a minimum of two (2) sandwich board signs each of which shall be a minimum of six (6) square feet.*
- d. Signs shall be clearly visible from the adjacent public streets and located in the right-of-way, alley, or adjacent properties to the right-of-way.*
- e. Sandwich boards shall be positioned toward roadways and shall be weighted down to protect against wind resistance.*

4. *Duration*

- a. Sign(s) are required to be posted at the subject site for the duration of the public notification period (15 Days).*
- b. The applicant shall provide the Community Development Department with a photograph of the sign(s) on the parcel(s) which shall be emailed to planning@pontiac.mi.us. The photograph(s) shall be sent the day the sign(s) is posted with a date shown on the picture.*

- c. In the event of a failure to post the required sign(s) within the public notification period, the request will not be heard at the scheduled public hearing.*
- d. Sign(s) required above shall be removed within three (3) days after the final public hearing has been completed. Failure to remove sign(s) within this period may result in the removal of the sign(s) by the City, following notice and an opportunity to cure, at the owners expense.*

#7

RESOLUTION

Resolution of the Pontiac City Council



Resolution to approve Salary Increase for Elections Specialist Position.

Whereas, the Elections Specialist position has assumed additional responsibilities since the Office of the City Clerk has been without an Elections Administrator; and,

Whereas, the City Clerk is recommending that the Elections Specialist position hourly rate be changed from \$25.24 per hour to \$27.16 per hour.

Now, Therefore, Be It Resolved, the Pontiac City Council approves a salary increase for the Elections Specialist position to \$27.16 per hour effective January 1, 2024.

#9

RESOLUTION



Community Development – Code Enforcement Division

TO: Pontiac City Council

FROM: Jack McIntyre, Manager of Code Enforcement

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: December 11, 2023

RE: **Code Enforcement Full-Time Parking Position and Vehicle Purchase**

With the 23/24, Budget year the City of Pontiac's City Council approved one full time and one part time code enforcement inspector position to be assigned to the downtown for parking enforcement. To cover additional days and evenings of parking enforcement and for vacation or personal time off, it is necessary to change the part time position to full time. In addition it is necessary to purchase another vehicle that will be assigned to the downtown parking enforcement.

The creation of an additional full-time position and the purchase of a new vehicle requires Council's approval.

WHEREAS, The Code Enforcement Division has the need to create an additional full time Inspector position for the downtown parking enforcement and purchase an additional vehicle.

WHEREAS, The Code Enforcement funds require a budget amendment for fiscal year 2023/2024. Fiscal Year budget to cover these costs,

NOW, THEREFORE
IT IS RESOLVED:

The Pontiac City Council authorizes the Clerk to publish notice of the proposed budget amendment for fiscal year 2023-2024 to increase GL 249-371-702.000 salary and wages account by \$22,499.99, GL 249-371-718.500 401A Employer Cost account by \$900.00, GL 249-371-716.000 Medical Insurance by \$5,887.50, GL 249-371-719.001 Dental by \$ 568.00, GL 249-371-716.011 Hearing by \$5.00, GL 249-371-717.000 Life Insurance by \$ 928.00. GL 249-371-719.000 Workers Comp by \$500.00, GL 249-371-725.000 Sick and vacation by \$216.35, GL 249-371-707.003 and GL 249-371-977.002 Vehicles by \$29,308.00.

#11

RESOLUTION

CITY OF PONTIAC
Oakland County, Michigan

RESOLUTION

No. _____

At a Regular Meeting of the City Council of the City of Pontiac, Oakland County, Michigan, held at the 47450 Woodward Ave., Pontiac, MI 48342 on the 19th day of December, 2023, at _____, p.m.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Michigan Employment Relations Commission has certified the International Union of Operating Engineers Local No. 324 AFL-CIO (hereinafter "Local 324") as the exclusive representative under the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, of a bargaining unit consisting of certain employees in the City's Department of Public Works; and

WHEREAS, the City retained the law firm of Clark Hill PLC to advise and assist the City with the negotiation of a collective bargaining agreement with Local 324; and

WHEREAS, the City's bargaining team has reached a tentative agreement on the terms of a collective bargaining agreement to be in place from the date of ratification through June 30, 2026 and Local 324 has informed the City that its members have ratified the tentative agreement; and

WHEREAS, the City is authorized by the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, to enter into collective bargaining agreements with labor organizations who are the certified representatives of employees in the City.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby ratifies the tentative agreement reached with Local 324 (attached here to as Exhibit A), and authorizes the Collective Bargaining Agreement between the City of Pontiac and Local 324; and

FURTHER RESOLVED that the Mayor is authorized to execute the Collective Bargaining Agreement consistent with the Tentative Agreement in a final form to be approved by the City Attorney.

ADOPTED: YEAS: _____

NAYS: _____

ABSENT: _____

The foregoing Resolution was declared and adopted on the date.

CITY OF PONTIAC

By: Garland Doyle
Its: Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified Clerk of City of Pontiac, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of the proceedings taken by the City Council at a regular meeting held on ____ day of _____, 2023.

IN WITNESS THEREOF, I have hereunto affixed my official signature this ____ day of _____, 2023

CITY OF PONTIAC

By: Garland Doyle
Its: Clerk

Tentatively Agreed Upon Provisions as of October 15, 2023.

These TAs are subject to the parties reaching a full tentative agreement and ratification by both the Union and the City.

AGREEMENT

THIS AGREEMENT made and entered into as of _____ (date ratified by Union members and the City), by and between City of Pontiac, hereinafter referred to as the "City" or "Employer" and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 324 AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1: RECOGNITION

Pursuant and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all full-time and regular part-time DPW employees. excluding, clerical, guards, supervisors, professionals, executives, and all other employees.

The Union recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the bargaining unit and realizes the Employer must, within the existing framework of the statutes of the State of Michigan, maintain City services as efficiently and at the lowest possible cost consistent with fair labor standards. The Union understands that the employees within the bargaining unit will individually and collectively perform loyal and efficient work.

ARTICLE 2. GENDER AND CONTRACTUAL LANGUAGE

Reference to the male gender shall apply equally to the female gender and vice versa. The parties may also use a plural, such as "they" or "their" in order to avoid the use of gendered pronouns. In such cases, plurals, such as "they" or "their" may refer to a single person, position, office, etc.

ARTICLE 3: UNION/MEMBERSHIP DUES

- A. The City shall notify the Union in writing within thirty (30) days of the name and address of a new employee, their date of hire, location of employment, classification, rate of pay and union affiliation, if any.
- B. Dues Check-Off: The City agrees to deduct from the pay of each employee, all dues and/or initiation fees of the Union and pay such amount deducted to the Union for each employee, provided that the Union shall present to the City an authorization voluntarily signed by each such employee which allows such deductions and payments to the Union, as aforesaid.

- The dues and/ or initiation fees shall be forwarded to the Union not later than seven (7) days before the month they are due. The Union shall refund the employee Union dues, service fees, initiation or records maintenance fees or assessments erroneously deducted by the City and paid to the Union.
- A properly executed copy of the form authorizing deduction by an employee for whom initiation fees and monthly membership dues are to be deducted in accordance with this Agreement shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed authorization which is in effect. Any authorization form which is incomplete or in error will be returned to the Financial Secretary of the Union by the Employer.
- Deductions under all properly executed authorizations shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from the last pay of the month and each month thereafter.
- In consideration of the foregoing, the Union agrees that upon forwarding such payment by mail to the Union's last designated address, the City, its officers and employees shall be released from any liability to the employee and Union under such assignment. The Union shall co-defend and fully indemnify and hold the City, its agents, and employees harmless against all liability including costs and attorney fees that may arise out of or by reason of the City meeting its obligations in this Article.

Dues payments and inquiries shall be sent to:

Operating Engineers 324 Stationary Dues Dept.
500 Hulet Dr. Ste. 115
Bloomfield Twp., MI 48302
Phone: (248) 451-0324

ARTICLE 4: PROBATIONARY EMPLOYEE

- A. The term "probationary employee" as used in this Agreement relates to an employee who has not satisfactorily completed the required initial probationary period of work in City Employment.
- B. Probationary Period – An employee shall be considered a probationary employee until they have worked for and completed six (6) full months of full-time regular employment with the City and within the bargaining unit. This period shall be extended by any leave taken during the probationary period. The City agrees to inform the Union in writing of its decision to reduce the probationary status of a full-time employee. The letter shall state the name of the employee and the date that their probationary status shall end. A probationary employee shall have no seniority until he/she has completed his/her probationary period. The City reserves the right to discipline or terminate any probationary employee at its discretion and without cause during the employee's

probationary period. The decision to discipline or terminate a probationary employee shall not be subject to the Grievance Procedure. Probationary employees will be eligible for benefits the first day of the month after they have completed thirty (30) days of work.

ARTICLE 5: MANAGEMENT RIGHTS

Section 1

The Employer and the Union expressly agree that, except as abridged by this Agreement, all powers, rights, and authority of the Employer are reserved by the Employer, and that the Employer retains sole and exclusive control over any and all matters concerning the operation, management, and administration of the City, the control of its properties and the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and powers, including, by way of illustration but not by way of limitation, the exclusive right and authority:

- A. To determine the type, kind, and schedule of services to be rendered and the work to be performed by employees covered by this agreement;
- B. To make all financial decisions;
- C. To determine the number, location, or relocation of facilities;
- D. To determine its organizational and business structure;
- E. Whether to purchase services from others;
- F. To discipline, suspend, demote, or discharge employees for just cause;
- G. To lay off employees;
- H. To determine the amount and type of supervision;
- I. To determine the method and means by which work shall be performed and services provided;
- J. To determine the number and qualifications of employees;
- K. To adopt, modify, and enforce policies, rules, regulations, and standards of quality and performance;
- L. To determine quality and performance standards; and
- M. To establish, modify, and eliminate job classifications. The Employer shall also have the right to establish the wages for any newly created classification. Provided, however:
 - 1. The Union shall be provided notice of any newly established or modified job classification(s) within the bargaining unit prior to the establishment or modification.
 - 2. The Union shall have fourteen (14) calendar days following notice to request a meeting with the Employer to discuss any newly established or modified job classification(s) within the bargaining unit, and/or the wages established by the Employer for a newly established job classification.
 - 3. If, following the meeting, there is a disagreement with the established wages for a newly established classification or the wages for a modified job classification, a grievance may be processed through the Grievance and Arbitration Procedure, provided it is submitted in writing at Step 2 of the Grievance Procedure within seven (7) working days after the

Union is afforded the opportunity to discuss the matter with the Employer. If such a grievance is processed through Arbitration, the Arbitrator shall have no power or authority to remove or revise the newly established or modified job classification(s), but only to determine the proper wages for the newly established or modified job classification(s).

Section 2.

The Employer shall also have the right to hire, promote, assign, transfer, layoff and recall personnel; to make judgments as to ability and skill; to determine fitness for duty; to determine workloads; to establish and change work schedules; to provide and assign relief personnel.

Section 3.

Supervisors may continue to perform work in the bargaining unit as they have in the past, provided the parties agree to make reasonable efforts to utilize bargaining unit members prior to supervision performing such tasks.

Section 4. Subcontracting

The Union recognizes that the Employer has the right to contract or subcontract its services.

Section 5. Job Assignments

All current employees and new hires will be cross trained on all DPW equipment regularly used by their position within twelve (12) months of their employment or within twelve (12) months of the ratification of this Agreement, whichever comes last. The Employer will place all fully cross trained employees on a job preference list based on seniority, skills, and ability. The Employer agrees to make a reasonable effort to accommodate employee preferences consistent with operational needs.

ARTICLE 6: SENIORITY/LAYOFF

- A. Seniority shall be by date of hire or date of transfer into the department of public works. Any layoff due to a reduction in the workforce shall be based upon ability to perform the available work, as determined by the Employer. Where such ability to perform the available work is equal, seniority shall be taken into account. Return to work when the workforce is increased after a layoff shall also be based upon ability to perform the available work as determined by the City and, where such ability is equal, seniority shall be taken into account.
- B. Both parties agree to an updated employee list, including names and date of hire. Copy of the list will be available upon request. All new employees will be supplied with a current copy of both Contract and employee list.
- C. An employee's seniority date shall start with the date of his or her latest hiring or transfer into the department of public works, it being understood that the resumption of work by

an employee, after a leave of absence granted by the City in writing or after temporary layoff, shall not be considered a new hiring.

- D. An employee shall have their seniority frozen for one full year upon leaving a position in the bargaining unit for a position with the City outside of the bargaining unit. Such employee shall have their seniority unfrozen, without credit for time spent outside of the bargaining unit, if they return to a position in the bargaining unit within one year. Any frozen seniority shall be lost if the employee does not return to the bargaining unit within one year. There is no guarantee that an employee will be allowed to return to their prior position or any other position.
- E. An employee shall cease to have seniority and be on any seniority list if:
 - 1. They submit a resignation to the City ;
 - 2. They are discharged for just cause.
 - 3. They are absent for three (3) days without notice to the employee's supervisor. The City may, in its sole discretion, allow exceptions for good cause as determined by the City. Any such exceptions granted by the City shall not be used as precedent in other cases.
 - 4. They do not return to work within three (3) days after they are recalled to work; unless the employee provides advance notice not to exceed two (2) weeks of a need to leave another job outside the City and further provided, that an employee required to give such notice in leaving the other job shall report for work on first day of work after the end of the notice period.
 - 5. A period of twelve (12) months elapsed since layoff by the City or twelve (12) months elapsed since leave due to a non-work-related injury or illness or twenty-four (24) months elapsed since a leave due to a work-related illness or injury. Further, it shall be the employee's responsibility to keep the City fully advised as to his or her current place of residence, current condition, prognosis, and anticipated return to work date..
 - 6. He or she retires.
 - 7. Fails to return to work after the expiration of an approved leave of absence.
 - 8. The employee shall notify the City of his or her acceptance or rejection of his or her notice to return to work within twenty- four (24) hours of the receipt of such notice by Certified Mail, Return Receipt Requested.
- F. Upon request, a current seniority list shall be provided to the Union. Such a list shall contain name, address, date of hire, classification, seniority date and the employee's current rate of pay.

ARTICLE 7: NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin. This provision is not intended to bring any claims for discrimination of harassment which can be brought under Federal or State law within the

scope of the grievance process or within the jurisdiction of an arbitration under this Agreement.

ARTICLE 8: VISITATION

Upon request by the Union, approval by the DPW Director, and presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the City's premises during regular City working hours (8:00 a.m. to 5:00 p.m.) for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided that said visitation shall not disrupt orderly operations. Visits shall be scheduled in advance with the City and shall be scheduled at the mutual convenience of the parties. Employees shall not be paid for time spent away from the job meeting with accredited representatives of the Union.

ARTICLE 9: UNION BULLETIN BOARD

The Employer will allow the Local Union one (1) bulletin board with provisions at each of the agreed locations. The boards shall be used only for the following notices:

- Recreational and social affairs of the Union;
- Union meetings;
- Union elections;
- Reports of the Union;
- Rulings or policies of the International Union.

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Employer, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this section shall be posted.

ARTICLE 10: LEAVE OF ABSENCE

Employees may request a leave of absence in accordance with City policy and applicable law and regulation.

ARTICLE 11: SAFETY EQUIPMENT AND CLOTHING

A. The City shall make reasonable provisions for the safety and health of the employees during the hours of their employment and shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The employer shall furnish such protective devices and/ or equipment (i.e. P.P.E., first aid kits,

eyewash kit, etc.) as it is deemed necessary to properly safeguard the health of the employees and protect them from injury.

- B. The City agrees to cover a maximum amount of one-hundred seventy-five dollars (\$175) once per year at a City-approved vendor for eligible employees towards the purchase of one (1) pair of ANSI-approved footwear such as boots or shoes. For the purposes of this sub-section 11(B), eligible employees include workers covered by the collective bargaining agreement and/or included in subsequent agreements. The City further agrees to cover a maximum amount of three-hundred dollars (\$300) towards the purchase of one (1) jacket and/or one (1) coverall for eligible employees, every other year, at a City-approved vendor.

Where the City's approved vendor does not have the employee's size, the employee shall provide proper documentation and obtain prior written approval from the DPW Director or designee to purchase the item(s) from another vendor. If reimbursement is necessary, employees will only be reimbursed if receipt(s) are submitted to the DPW Director or designee.

Employees are required to wear items purchased under this provision during and in the course of their work duties as an employee of the City of Pontiac."

- C. The City may provide uniforms to employees. Employees will be required to wear uniforms if such are provided by the City.
- D. The City will also provide a designated changing area for the employees.

ARTICLE 12: MILITARY CLAUSE

Employees drafted or enlisting in the Armed Forces or the National Guard of the United States, pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be granted all rights and privileges, which are mandatory under the Act.

ARTICLE 13: JURY DUTY, SUBPOENA AND WITNESS TIME

- A. Any full-time employee summoned for jury duty or subpoenaed as a witness should notify the employee's supervisor as soon as possible and provide a copy of the jury summons or subpoena. Jury duty is considered excused leave in accordance with MCL §600.1348 for the amount of time the employee is required to be present for jury services during the employee's regular work hours. Employer paid leave will be granted to full-time regular employees for jury duty or witness service in addition to the employee's regularly accrued paid leave time.
- B. Employees are expected to return to work whenever they are temporarily excused from any proceedings, provided that combining the time worked for the day with the time spent on jury duty that day does not exceed the number of hours the employee normally and customarily works in a given day and returning to work would not require the employee to work past the employee's normal quitting time, unless the employee has

voluntarily consented to working the additional hours or working past the employee's normal quitting time.

ARTICLE 14: **DISCHARGE OR SUSPENSION**

The City shall not discharge or suspend any non-probationary employee without just cause. For cumulative incidents of minor misconduct, progressive discipline will apply.

1. The City shall reduce any discharge to writing and promptly provide copies to the discharged employee and the Union. Appeal from discharge or suspension shall be taken up as provided in Article 16 hereof.
2. Where a decision is made to permit an employee to resign in lieu of dismissal, the employee must submit a resignation in writing. In only those cases where the City has allowed an employee to resign in lieu of termination, the resignation shall be held for twenty-four (24) hours after which it shall become final and effective as of the time when originally given unless retracted during the twenty-four (24) hour period. This rule applies only when a resignation is accepted in lieu of dismissal and the employee shall have been told in the presence of a witness that he/she will be terminated in the absence of the resignation. The offer of such resignation in lieu of dismissal shall be at the sole discretion of the City and the resignation and matters related thereto shall not be grievable.

ARTICLE 15: **STRIKES AND LOCKOUTS**

The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. As such, there shall be no strikes, slowdown, picketing, sympathy strikes, work stoppage, lockouts, or any other interference with the work and statutory functions or obligations of the City during the term of this Agreement.

In the event of a work stoppage, or any other curtailment by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers and agents, shall immediately declare such work stoppage to be illegal and unauthorized in writing to the employees and order said employees in writing to stop the said conduct and resume full work. The Union shall further advise any and all members in the bargaining unit involved, including notification to the communications or press media, if requested by the Employer, that such bargaining unit members are in violation of this Agreement and that all members of the bargaining unit involved shall return forthwith to their regular duties. Copies of such written notices shall be served upon the Employer. If the Union takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities. In the event the Union does not adhere to or abide by the above provisions of this clause, it shall be liable for any and all damages, injuries, and costs incurred by the Employer.

The Employer shall have the right to discipline, up to and including discharge, any employee

who instigates, participates in or gives leadership to any activity herein prohibited. In addition, any member or members of the bargaining unit, violating this provision may be held liable by the Employer for any and all damages, injuries, and costs incurred. An employee in violation of this Article shall have no recourse through this Grievance or Arbitration Procedure and the Union agrees it will not represent members who violate this Article.

ARTICLE 16: ARBITRATION AND GRIEVANCE PROCEDURE

1. The following grievance procedure shall be the sole and exclusive means for addressing grievances as defined herein.
2. A Grievance under the Agreement is a written dispute, claim or complaint arising under and during this Agreement and filed by an authorized representative of the Union on behalf of that Union or on behalf of an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of written provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.
3. Any grievance not presented in writing for disposition through the grievance procedure within ten (10) working days of the date of the occurrence of the conditions giving rise to the grievance, shall not hereafter be considered a grievance under this Agreement.
4. If the Union fails to file an appeal within the stipulated time limits, the grievance will be considered settled based upon the last answer submitted by the Employer. If the Employer fails to respond to the grievance at any step within the specified time limits, the Union may appeal the grievance to the next step of the procedure.
5. It is mutually agreed that all grievances, disputes, or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. It is agreed that only the Union shall have the right to assert and press against the Employer any claim, proceeding or action asserting a violation of this Agreement on behalf of itself or any employee. No employee or former employee shall have any right under this Agreement in any claim, proceeding, action, or otherwise on the basis, or by reason of any claim that the Union or any Union Officer or Representative has acted or failed to act relative to the presentation or prosecution of or settlement of any grievance or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement. Should any complaint by an employee arise based upon an event condition or circumstance allegedly resulting in a violation of an applicable provision of this Agreement, there shall be a good faith effort on the part of the parties to settle such promptly in conformance with the following procedure. Provided, however, that any individual employee at any time may present grievances to the Employer and have the grievances adjusted, without intervention of the bargaining representative, if

the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, if the bargaining representative has been given opportunity to be present at such adjustment.

6. A grievance may be withdrawn, and, if so withdrawn, all financial liabilities shall be canceled. If a settlement agreement is reached the parties will equally share the cost of any fees assessed.
7. Computation of Back Wages. No claim for back wages shall exceed the amount of wages the employee would otherwise earn at his regular rate less any unemployment compensation and/or any compensation received for employment obtained subsequent to removal from the payroll. Claims for back wages may go back no further than ten (10) working days prior to the time the Union informs the City that it is aware of a possible grievance.
8. Any and all grievances resolved at any step of the grievance procedure (other than the informal discussion with the supervisor), as contained in this Agreement, shall be final and binding upon the Employer and the Union.
9. For the purposes of this Article, the term "working days" shall mean Monday through Friday 8:00 AM through 5:00 PM, excluding City recognized holidays.

10. Procedure

- A. Verbal discussion with immediate supervisor. An employee having a grievance may present it orally to the employee's supervisor. In the event an employee desires that the employee's steward be present, the employee shall make this request through the supervisor, and the supervisor shall send for the steward. This informal discussion shall not toll the time limit for filing a formal grievance. Resolution of a grievance by a supervisor shall be considered to be informal and shall not set precedent for other matters.

B. STEP 1 - Written Grievance to the DPW Director

If the grievance is not settled through verbal discussion with the supervisor, the Business Representative must present the grievance in written form (email is sufficient) to the DPW Director within the time period stated above. The grievance forms must indicate (1) a clear and concise statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested.

1. It is agreed that written grievances in the first stage shall be presented to or filed with the DPW Director within ten (10) working days of the date of the incident or occurrence which it is alleged resulted in the cause of the grievance. If the grievance is not reduced to writing and presented to the DPW Director, within ten (10) working days of the date of the incident or

occurrence, which it is alleged resulted in the cause of the grievance, then it shall be considered out of time limits and abandoned

2. The DPW Director's disposition shall be in writing and shall be returned to the aggrieved or representative within ten (10) working days from the time of written presentation.
3. If an unsatisfactory disposition is returned by the Supervisor, the Union may appeal to the second stage within ten (10) working days from the time of the unsatisfactory disposition.

B. STEP 2 - Appeal to Director of Human Resources

If the decision of the DPW Director is not satisfactory to the Union, it shall be appealed in writing to the Director of Human Resources within ten (10) working days of the receipt of the answer from the DPW Director. Upon receipt of the written appeal, the Director of Human Resources will within ten (10) working days schedule a meeting with the Union to discuss the grievance. The Director of Human Resources will render a disposition of the grievance within ten (10) working days of the meeting.

C. STEP 3 - Arbitration The Union may request arbitration, during the term of this Agreement or any extensions thereof of any unresolved grievance by giving written notice of its intent to arbitrate within ten (10) working days following receipt of the City's disposition of the second stage meeting or the grievance shall be considered settled and concluded.

1. The parties will confer within ten (10) working days of the receipt of the appeal to choose a mutually acceptable arbitrator. If the parties fail to agree upon an arbitrator, a demand will be filed by the Union with the American Arbitration Association within five (5) working days. The rules of the American Arbitration Association will apply to all arbitration hearings.
2. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written to settle the grievance before him/her. The arbitrator shall at all times be governed wholly by the terms of this Agreement and he/she shall have no power or authority to amend, alter or modify this Agreement in any respect, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of any of the parties hereto. The Arbitrator shall have no power to establish wage schedules or rates or to change any rate unless it is provided for in this Agreement. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his/her limitations of authority and agrees not to decide an issue which is outside of his/her jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Any award of the

Arbitrator shall not be retroactive prior to ten (10) working days from the time the grievance was first submitted in writing.

3. Arbitration awards shall be final and binding on the City, Union and employees. However, each party reserves the right to challenge, through civil litigation only, arbitration or awards thereunder if the arbitrator has exceeded their jurisdiction or has arrived at their award fraudulently or by improper means or as otherwise allowed by law.
4. The fees and expenses of an arbitrator shall be shared equally by the City and the Union, including those instances where the parties reach settlement either prior to, during or after a hearing. Parties shall each pay their own respective costs, including wages of witnesses called by the party. If the Union unilaterally withdraws a grievance from arbitration prior to hearing, the Union shall pay all costs of the arbitrator as assessed.
5. If an employee or the Union seeks a remedy for grievances, disputes or complaints arising under and during the terms of this Agreement outside the provisions of this Article, the grievance shall be immediately withdrawn and any rights under this Article shall be deemed to have been waived.

ARTICLE 17: STEWARDS

- A. The City recognizes the right of the Union to designate a Steward or Alternate to handle such Union business as may from time to time be delegated to the Steward by the Union.
- B. The Steward shall be granted top seniority for layoffs and rehire. The Alternate Steward shall be granted top seniority for layoffs and rehire in those cases where the Steward is not in the group impacted by the layoffs or rehire. Only one (1) Steward shall have top seniority for such purpose in any given layoff or recall.
- C. The Union will inform the City as to any changes of Steward, or Alternate, within five (5) days.
- D. The Steward will be notified of any layoffs which will result in a reduction of the bargaining unit.
- E. The Steward will be part of the Bargaining Committee and is to attend all Contract negotiation meetings.

ARTICLE 18: INSURANCE

- A. Full-time, benefits eligible employees shall be eligible to participate in the health care plans offered by the City to other full-time benefits eligible hourly employees. The City retains the right to modify the health care plans it offers, including the right to change the carrier and/or to become self-insured.
- B. The health care offered by the City shall comply with the Publicly Funded Health Insurance Contribution Act, MCL §§ 15.561 *et seq.*, and the City shall retain the right to make all elections and allocations allowed by the Act. Any employee contributions for health care coverage shall be made by payroll deduction.

- C. The City retains the right to modify the other benefit plans it offers, for example, short-term disability, long-term disability, life insurance, vision insurance, and dental insurance) including the right to change the carrier and/or to become self-insured, provided the overall level of benefit remains the same.

ARTICLE 19: RETIREMENT

Full-time employees shall be eligible to participate in the City's defined contribution retirement plans, subject to the plan and policy requirements. The City shall have the right to change these plans from time to time.

ARTICLE 20: VACATION AND VACATION PAY

- A. The City provides full-time employees with annual vacation leave, as follows:

	Years of Service	Vacation Pay	Max Carryover
Full Time Employees	0-4 years	80 hours upon hire	60 hours
	5-9 years	120 hours	60 hours
	10-14 years	160 hours	60 hours
	15 & above years	200 hours	60 hours

- B. Vacation time can be used immediately. Employees must have Supervisor approval prior to vacation leave. Requests for vacation time must be made at least two (2) weeks before the leave is to begin. Employees that take vacation time prior to it being approved may face disciplinary actions.
- C. Employees are responsible for promptly requesting vacation time in light of the limitation on vacation carryover.
- D. It is agreed the Employer is under no obligation to approve vacation requests. This also applies to requests made in the last sixty (60) days of a vacation year which are made to avoid an employee losing accrued vacation time due the limitation on vacation carryover.
- E. Any holiday recognized in this Agreement which occurs during the approved vacation period will not be charged as vacation time.
- F. Employees who voluntarily resign or retire shall be eligible 100% payout for their unused vacation up to 160 hours. This time will be prorated based on the month the employment ends. Employees who are terminated from employment are not eligible for a payout.

ARTICLE 21: PAYDAY

- A. Employees covered by this Agreement shall be paid bi-weekly. The pay period shall be from Sunday through Saturday with the pay day on every second (2nd) Thursday. If payday falls on a federal holiday, employees will receive their paycheck on the preceding workday.

- B. The City shall show on each employee's paycheck stub or payroll report the number of regular hours worked, overtime hours worked, all authorized deductions and withholding taxes required to be deducted by federal, state, or local governments, as well as accrued vacation and sick leave.

ARTICLE 22: BEREAVEMENT LEAVE

An employee shall receive up to a maximum of five (5) days of paid bereavement leave for the death of a member of the employee's family as defined and limited: parent/step-parent, spouse/partner, child/step-child, sibling, grandparent, mother-law, father-in-law. An employee may request up to two weeks of additional unpaid days of bereavement leave for the death of a spouse or child. For non-immediate family members, employees shall be granted one (1) day off. The time off shall not be charged to sick or vacation leave. Non-immediate family members include aunt, uncle, cousin, Godparent, or other extended family unless the employee can legally prove that they have an "in locos parentis" relationship with extended family member. The Supervisor will need to approve the additional leave, consistent with the efficient operation of the business.

The employee may be required to provide proof of death of immediate family member.

ARTICLE 23: HOURS OF WORK AND OVERTIME PAY

- A. The regular workday shall consist of eight (8) hours, plus a one-half (1/2) hour unpaid lunch period, Monday through Friday.
1. The City may change the regular work shifts to respond to the needs of the City, such as clearing snow and other situations necessitating continuous work from DPW employees.
 2. The parties agree to discuss alternative work schedules, for example, ten hour shifts, upon request.
 3. Nothing in this Agreement shall be viewed to create a level of staffing nor a guarantee of hours of work.
- B. Employees may forgo lunch break and leave one-half hour early for personal or work-related reasons, so long as they obtain permission from their Immediate Supervisor in advance.
- C. With supervisory approval, employees may take their lunch breaks at a time most practical to the work schedule between the hours of 11 a.m. and 2 p.m. At the discretion of the employee's Immediate Supervisor, an extension or change in lunch break to accommodate a personal appointment may be allowed.
- D. For hourly wage employees, time and one-half (1-1/2X) shall be paid for all time worked in excess of forty (40) regular hours in any one (1) payroll week.
- E. A premium will be paid as follows for weekend work, calls, and emergencies:
1. Hours worked on recognized City holidays, will be paid at the overtime rate of double time in addition to holiday pay.

2. Hours worked on weekends will be paid at a rate of time-and-one-half (1-1/2X), unless the employee has taken unpaid leave during that workweek in which case the overtime rate will apply once the employee exceeds 40 hours worked for that week.
3. Overtime shall be divided and rotated as equally as possible according to seniority within the classification and among those employees who regularly perform such work. When the City mandates overtime, the City will offer it to all employees who are qualified to perform the work before mandating those employees with the lowest number of overtime hours worked and turned down.
4. Hours on call, but not worked will not count as hours worked for overtime purposes.

ARTICLE 24: CALL-IN PAY

- A. Any full-time employee covered by this Agreement who reports to work as scheduled and was not notified at least two (2) hours before his starting time that there will be no work that day shall receive a minimum of three (3) hours work or three (3) hours pay in lieu thereof, civil disturbances excluded.
- B. Any full-time employee called back to work after the regular workday shall receive at a minimum three (3) hours' work, at their normal hourly rate. If, after completion of the assigned work, the employee chooses not to stay for three (3) hours, they will be paid only for time worked. This sub-paragraph (B) shall not apply to time that is contiguous with the employee's scheduled shift.

ARTICLE 25: CLASSIFICATIONS AND WAGES

- A. The following wage schedule shall become effective for each employee effective the first full pay period following ratification by both parties.

Position	Start	First Pay Period After Six Full Months	First Pay Period After One Full Year
Engineering Tech	24.08	26.21	28.33
Laborer II	21.89	23.82	25.75
Laborer I	17.00	18.50	20.00
Building Laborer	20.29	22.08	23.87
Sanitation Worker	17.00	18.50	20.00

All current employees in full-time positions at the time of full ratification by both parties of the 2023-2026 Collective Bargaining Agreement shall be placed at the maximum pay rate regardless of hire date with the City.

The City shall have the right to hire employees into the bargaining unit at any step on the scale based on their qualifications and experience and such placement shall not be subject to the Arbitration and Grievance Procedure.

- B. Wage increase, if any, effective the first pay period following July 1, 2024 shall match the annual wage increase, if any, given to all hourly employees in the City through the City Council Budget process for the July 1, 2024 to June 30, 2025 fiscal year. Adjustments to individual positions or employees, for example due to market or merit considerations, shall not be considered for the purposes of this provision. Increases will commence the first full-pay period following July 01 of each new fiscal year.
- C. Wage increase, if any, effective the first pay period following July 1, 2025 shall match the annual wage increase, if any, given to all hourly employees in the City through the City Council Budget process for the July 1, 2025 to June 30, 2026 fiscal year. Adjustments to individual positions or employees, for example due to market or merit considerations, shall not be considered for the purposes of this provision. Increases will commence the first full-pay period following July 01 of each new fiscal year.

As part of an overall package to settle the collective bargaining agreement, the Employer will pay a lump sum payment of \$325 to every bargaining unit member on the payroll on the date of full ratification by both parties. Payment to be made within thirty (30) days of full ratification. The Union agrees this resolves any claims arising from the City's July 1, 2023 pay increase which was not extended to members of the bargaining unit.

ARTICLE 26: PROMOTIONS

Any promotion within the bargaining unit shall be based upon ability to perform the work, as determined by the Employer. Where such ability to perform is equal, seniority shall be taken into account.

ARTICLE 27: MISCELLANEOUS

- A. Change of employee's address - an employee shall notify both the City and Union in writing within five (5) days of any change of address.
- B. Upon approval of the office of the DPW Director the Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at a reasonable time with employee's consent.

- C. The City must provide employees with access to drinking water and hygiene supplies (soap, hand towels, cleaners) at City buildings.
- D. Employees covered by this Agreement shall not engage in supplemental employment where there is a conflict of interest or where said supplemental employment adversely impacts the employee's attendance, punctuality, and/or performance at the City of Pontiac.

ARTICLE 28: HOLIDAY AND HOLIDAY PAY

- A. Regular full-time employees will receive holiday pay equal to their regular wage for their normally scheduled shift on each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve and Christmas Day
Independence Day	Juneteenth
	New Years Eve

- B. Employees who are serving their six (6) month probationary period are entitled to holiday pay for holidays falling within the probationary period.

If these holidays fall on Saturday, the preceding Friday will be a holiday. If they fall on Sunday, the following Monday will be a holiday. The City reserves the right to pay eligible employees in lieu of time off if the holiday falls on Saturday.

ARTICLE 29: SICK TIME.

- A. Each full-time employee covered by this Agreement shall accrue sick time at 3.69 hours per pay period. Sick time may be carried over year to year without limitation.
- B. Employees who will not report to work as a result of personal leave shall notify their Immediate Supervisor of that fact before the start of work that day and shall give twenty-four (24) hours' notice if possible. If foreseeable, employees should schedule sick time in advance.
- C. Employees may receive a payout of 50% of their accrued and unused sick time up to 80 hours (for a maximum payout of 40 hours) upon resignation or retirement. Employees who are terminated are not eligible for a payout of unused sick time.

ARTICLE 30: RENEWAL OR CHANGE OF AGREEMENT

If either party desires to terminate this Agreement, it shall, between one hundred eighty (180) and sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party or between one hundred eighty (180) and sixty (60) days written notice prior to the current year's termination date.

If either party desires to modify or change this Agreement, it shall, between one hundred either (180) and sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice of Termination Modification - Notice shall be in writing and shall be sufficient if sent by certified mail addressed to the Union or, if to the Employer, addressed to the Director of Human Resources. Alternatively, notice shall be sufficient if emailed to the established business email address of the Union or, if to the Employer, the Director of Human Resources.

Pursuant to MCLA 423.215(7), an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, may reject, modify, or terminate this Agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575.

ARTICLE 31: SAVINGS CLAUSE

It is mutually agreed that if any clause, terms, provisions of this Agreement is or is hereafter found to be illegal or in contravention of any Presidential Executive Order, Court Ruling, Michigan Employment Relations Commission Ruling, or ruling of any board or agency having jurisdiction in the matter, such clause, terms or provisions shall be or become inoperative of any effect without disturbing the other clauses, terms or provisions of this Agreement and the remaining part of this Agreements shall remain in full force and effect. The parties affected shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse as allowed by this Agreement in support of its demands.

ARTICLE 32 WAIVER

Section 1.

The provisions of the Agreement may be amended, supplemented, rescinded or otherwise

altered only by mutual agreement in writing signed by the parties hereto.

Section 2.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 35: LENGTH OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from December ____ 2023 through, , June 30, 2026.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed by their respective duly authorized officers this day of _____, 2023.

FOR THE CITY:

City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48324
Phone: 248.758.3600

FOR THE UNION:

International Union of Operating
Engineers Local 324- AFL-CIO
500 Hulet Dr.
Bloomfield Twp., MI 48302
Phone: 248.451.0324

Douglas W. Stockwell,
Business Manager

Ken Dombrow,
President

Chad Lynch,
Recording-Corresponding Secretary

Diane Pizzo, - Health Care Plan

Chris Chavez,
Business Representative

#12

RESOLUTION

MERGER AGREEMENT

This Merger Agreement is entered into by and between the City of Pontiac VEBA Trust, the City of Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Plan, and the City of Pontiac, effective as of December 31, 2023.

WHEREAS, the City of Pontiac, Michigan (the "City") established the City of Pontiac VEBA Trust (the "Super VEBA") on March 23, 2020;

WHEREAS, the Internal Revenue Service issued a determination letter on August 10, 2020, indicating that the Super VEBA is exempt from federal income taxation under Code §501(c)(9) effective March 23, 2020;

WHEREAS, the City established the City of Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Plan (the "P&F VEBA") on August 22, 1996;

WHEREAS, the Internal Revenue Service issued determination letters on September 22, 1997, and October 19, 2021, indicating that the P&F VEBA is exempt from federal income taxation under Code §501(c)(9);

WHEREAS, the City entered into a settlement agreement with a class of retirees related to City funding of retiree health benefits in *City of Pontiac Retired Employees Association et. al. v. Schimmel et. al*, Docket #64-2, Case No. 2:12-cv-12830-AC-PJK dated March 30, 2018 (United States District Court Eastern District of Michigan), which was given final approval by the court on November 19, 2018, and was amended on May 23, 2023 (the "Settlement Agreement");

WHEREAS, Settlement Agreement §7 directs the P&F VEBA to merge into the Super VEBA with the Super VEBA being the surviving entity;

WHEREAS, Settlement Agreement §7 directs that after the merger, the former P&F VEBA members shall receive retiree health benefits under the terms and provisions of the Super VEBA;

WHEREAS, article 10 of the Super VEBA Trust Agreement generally permits the provisions of such trust agreement to be amended to the extent such amendment is not inconsistent with the Settlement Agreement and does not adversely affect the tax exempt status of the Super VEBA;

WHEREAS, article X of the P&F VEBA Trust Agreement generally permits the provisions of such trust agreement to be amended to the extent such amendment does not adversely affect the tax exempt status of the P&F VEBA;

WHEREAS, the City, the P&F VEBA Trustees, and Super VEBA Trustees have also determined that the merger of the two VEBAs will facilitate coordination of benefits and administrative and cost efficiencies and will be in the best interest of the City, the P&F VEBA, the Super VEBA, and members and beneficiaries of the two VEBAs;

WHEREAS, on December ___, 2023, the Pontiac City Council approved a resolution authorizing the adoption of this Merger Agreement in order to effectuate the terms of Settlement Agreement §7;

WHEREAS, on December 7, 2023, the P&F VEBA Trustees approved a resolution authorizing the adoption of this Merger Agreement in order to effectuate the terms of Settlement Agreement §7; and

WHEREAS, on December 7, 2023, the Super VEBA Trustees approved a resolution authorizing the adoption of this Merger Agreement in order to effectuate the terms of Settlement Agreement §7.

NOW THEREFORE, in order to effectuate the merger of the P&F VEBA into the Super VEBA, the parties hereby agree as follows in this Merger Agreement.

ARTICLE 1 DEFINITIONS

The following definitions shall govern the following terms when used in this Merger Agreement, unless otherwise specifically required by the context:

"City" means the City of Pontiac, Michigan.

"Code" means the Internal Revenue Code of 1986, as may be amended from time to time.

"CPREA" means the representative party in *City of Pontiac Retired Employees Association et. al. v. Schimmel et. al*, Docket #64-2, Case No. 2:12-cv-12830-AC-PJK (United States District Court Eastern District of Michigan).

"Effective Date" means December 31, 2023.

"Funds Transfer Date" has the meaning set forth in Section 2.1.

"P&F VEBA" means the City of Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Plan.

"P&F VEBA Group" means the members, eligible deferred vested members, retirants, and beneficiaries who have an interest in the P&F VEBA as of the date immediately prior to the Effective Date.

"P&F VEBA Trust Agreement" means the Declaration of Trust and Agreement of the City of Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Plan.

"P&F VEBA Trustees" means the board of trustees for the P&F VEBA.

“Settlement Agreement” has the meaning set forth in the preamble. The Settlement Agreement (along with the November 19, 2018 court order approving the Settlement Agreement and the May 23, 2023 court order modifying the Settlement Agreement) is attached to this Merger Agreement as Exhibit A.

“Super VEBA” means the City of Pontiac VEBA Trust.

“Super VEBA Trust Agreement” mean the City of Pontiac VEBA Declaratory Trust Agreement.

“Super VEBA Trustees” means the board of trustees for the Super VEBA.

ARTICLE 2 MERGER, TRANSFER, AND ASSIGNMENT

2.1 Merger of Assets and Transfer of Funds. Pursuant to the requirements of Settlement Agreement §7, the P&F VEBA is hereby merged with and into the Super VEBA (with the Super VEBA continuing as the surviving entity) as of the Effective Date. Subject to the terms and conditions set forth within this Merger Agreement, the P&F VEBA Trustees are directed to effectuate the actual transfer of funds from the P&F VEBA into the Super VEBA as follows:

(a) As soon as administratively feasible after the Effective Date, the P&F VEBA Trustees shall assign, transfer, and/or convey all of the P&F VEBA assets to the Super VEBA in the form directed in writing by the Super VEBA Trustees (“Funds Transfer Date”) in order to provide retiree health benefits to the P&F VEBA Group in accordance with the terms of the Settlement Agreement and the Super VEBA Trust Agreement. With respect to any contribution which had accrued but has not been paid to the P&F VEBA as of the Effective Date, the P&F VEBA Trustees shall direct the party responsible for such contribution to remit the contribution as soon as administratively feasible to the Super VEBA.

(b) Assets shall be increased by earnings or gains and decreased by expenses or losses on such funds in the P&F VEBA between the Effective Date and the Fund Transfer Date. Thereafter, the assets shall be credited with investment gains and losses and earnings and expenses in the same manner as are the comparable accounts in the Super VEBA.

(c) All obligations and liabilities of the P&F VEBA existing on the Effective Date, including continuation of payment of retiree health benefits as described in the Settlement Agreement and the Super VEBA Trust Agreement, are transferred to, assumed by, and made obligations and liabilities of the Super VEBA upon transfer of substantially all of the P&F VEBA assets to the Super VEBA.

(d) Following the merger and transfer of assets from the P&F VEBA into the Super VEBA, the Super VEBA Trustees shall administer the resulting combined merged VEBA pursuant to the terms of the Super VEBA and Settlement Agreement.

Benefits provided under the Super VEBA are meant to replace the benefits which would have otherwise been available to the P&F VEBA Group had the P&F VEBA's assets not been transferred to and liabilities assumed by the Super VEBA. In no event shall the P&F VEBA Group receive duplicative benefits under both the P&F VEBA and the Super VEBA.

2.2 **Assumption of Liabilities on Merger.** As of the Funds Transfer Date, the liability for the P&F VEBA Group shall become the liability of the Super VEBA, and the P&F VEBA (including its administrator, fiduciaries, trustees and other individuals and entities responsible for its administration) shall thereafter have no responsibility or obligation with respect to such transferred account balances. Concurrent with the merger, the Super VEBA assumes all obligations and liabilities for benefits to the P&F VEBA Group, and discharges the P&F VEBA and its fiduciaries from such obligations and liabilities, except to the extent that such remaining liability is attributable to actions, or omissions to act, by the administrator of the P&F VEBA, P&F VEBA Trustees, or their authorized representatives and/or other service providers, prior to the actual Funds Transfer Date. The Super VEBA also assumes all obligations and liabilities for unpaid administrative expenses of the PF VEBA that are invoiced to the PF VEBA after the transfer date. The PF VEBA shall use its best efforts to pay all known administrative expenses, incurred before the transfer date. However, upon recognition that the PF VEBA will be invoiced, after the transfer date, for administrative expenses that were incurred before or after the transfer date, the Super VEBA shall assume the obligation and liability to pay those PF VEBA administrative expenses.

This Merger Agreement shall represent a removal of the P&F VEBA Trustees and the appointment of the Super VEBA Trustees as the P&F VEBA Trustees' successor for purposes of the merged assets. The P&F VEBA Trustees are directed to take any action that is necessary to liquidate or assign (as directed in writing by the Super VEBA Trustees) the investments of the P&F VEBA, to account for such assets, and to transfer such assets to the Super VEBA Trustees. Notwithstanding the foregoing, neither the Super VEBA nor the Super VEBA Trustees shall be liable for actions or omissions to act in relation to the P&F VEBA and its assets that occurred prior to the Effective Date, except to the extent that any such Super VEBA Trustees were also P&F VEBA Trustees prior to the Effective Date.

Notwithstanding the foregoing, the P&F VEBA Trustees shall assist the Super VEBA Trustees in any and all actions to fully wind down the operations of the P&F VEBA and to transfer the assets of the P&F VEBA to the Super VEBA.

2.3 **Transfer of Ownership.** As soon as administratively feasible on or after the Effective Date, the P&F VEBA Trustees are directed to deliver to the Super VEBA Trustees all of the books, records, and documents of the P&F VEBA pertaining to, the interests, assets, and liabilities transferred from the P&F VEBA to the Super VEBA, together with all such documentation, fully executed, as may be necessary to permit the transfer / assignment of title, registration or other indicia of ownership to the Super VEBA of all assets transferred / assigned. The Super VEBA Trustees shall be directed to accept the same.

2.4 **Books and Records.** As soon as administratively feasible on or after the Effective Date, the administrator of the P&F VEBA is directed to deliver to the administrator of the Super

VEBA all of the books, records, and documents of the P&F VEBA relating to the P&F VEBA Group whose interests have been merged into the Super VEBA. The P&F VEBA Trustees shall ensure that all records necessary to meet the recordkeeping requirements of Treasury Regulation §1.501(c)(9)-5 as related to the P&F VEBA are so transferred.

2.5 Eligibility of P&F VEBA Group to Participate in the Super VEBA After Merger. Each person who falls within the definition of the P&F VEBA Group shall automatically become, continue as, or have a deferred vested right to become a member of the Super VEBA as of the Effective Date. The terms and provisions of the Super VEBA, as it may be amended from time to time, shall apply to the P&F VEBA Group after the Effective Date.

Each member of the P&F VEBA Group who had years of service credited under the P&F VEBA shall have that service apply for each purpose under the Super VEBA, including but not limited to, eligibility to participate, and entitlement to benefits, rights and features.

All elections, waiver, consents, designations, directions, and other exercises of rights and privileges under the P&F VEBA shall be deemed effective and applicable with respect to the Super VEBA until otherwise modified or terminated.

As of January 1, 2024, non-deferred members of the P&F VEBA Group shall become eligible to participate in the Super VEBA health plans. The participants in the Super VEBA health plans prior to the Effective Date shall continue to receive benefits under the Super VEBA health plans.

ARTICLE 3 COMPLIANCE WITH STATUTORY PROVISIONS

3.1 Applicable Code Requirements. As of the Effective Date, the assets and liabilities of the P&F VEBA related to any individual in the P&F VEBA Group shall be merged into the Super VEBA in a transaction satisfying all applicable requirements of Code §501(c)(9) and its implementing regulations. The methodology utilized to provide benefits to beneficiaries to calculate the amount of assets to be transferred to the Super VEBA shall be consistent with the requirements of Code §501(c)(9) so as not to affect the tax exempt status of the Super VEBA or the P&F VEBA (as of its termination). The assets transfer by the P&F VEBA will not be used to benefit the City in any manner other than through any incidental cost savings and efficiencies it may enjoy through a simplified structure. The City will have no right to receive any funds that are transferred from the P&F VEBA to the Super VEBA. All of the transferred assets shall be used for the exclusive purpose of providing funding for retiree health benefits as specifically set forth in the Super VEBA Trust Agreement and as required by the Settlement Agreement and the Super VEBA Trust Agreement. No part of the net earnings of the Super VEBA prior to or after the Effective Date shall inure, other than by payment of benefits described in the Super VEBA Trust Agreement (as permitted by Treasury Regulation §1.501(c)(9)-3), to the benefit of any private shareholder or individual.

ARTICLE 4 MISCELLANEOUS

4.1 Expenses. Each party to this Merger Agreement shall bear its own expenses incurred in connection with the negotiation and consummation of the transactions contemplated under this Merger Agreement.

4.2 Binding Effect. This Merger Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4.3 Complete Agreement. This Merger Agreement represents the entire agreement of the parties, and supersedes any and all prior or contemporaneous agreements, concerning this subject matter, whether written, unwritten, express or implied. The parties acknowledge that there are no oral representations, understandings, or agreements relating to this Merger Agreement which are not fully expressed herein.

4.4 Severability. Any provision of this Merger Agreement which is determined to be invalid or unenforceable, shall not affect the remainder of this Merger Agreement, which shall remain in effect, unless the removal of the invalid or unenforceable provision would substantially defeat the basic intent, purpose and spirit of this Merger Agreement.

4.5 Applicable Law. This Merger Agreement shall be construed and enforced according to the laws of the State of Michigan, to the extent that federal law does not control.

4.6 Counterparts. This Merger Agreement may be executed in multiple counterparts all of which shall be deemed originals.

4.7 Amendment of VEBA Trust Agreements. This Merger Agreement shall serve as an amendment to the Super VEBA Trust Agreement and the P&F VEBA Trust Agreement.

4.8 Notice to City, Trustees, and CPREA. A copy of this Merger Agreement shall be provided to the P&F VEBA Trustees, the Super VEBA Trustees, the City, and CPREA to confirm to such persons that the merger of the P&F VEBA into the Super VEBA has been authorized, and to direct that the assets in possession of the P&F VEBA Trustees be transferred to the Super VEBA Trustees as soon as administratively feasible following the Effective Date.


4.9 Further Assurances. The parties agree to execute such other instruments, including any necessary amendments to the P&F VEBA and Super VEBA, and to perform such other acts as may be necessary and proper to effectuate the intent of this Merger Agreement. The parties agree that this Merger Agreement shall not be interpreted to favor, disfavor, or otherwise augment or diminish their respective positions, in litigation or otherwise, related to the ability or inability to alter benefits provided through the Super VEBA. The parties further agree that this Merger

Agreement shall not be interpreted in any way to be addressing, dictating, or not dictating that that the Super VEBA Trust Agreement supersedes the Settlement Agreement.

4.10 Valuation. The annual valuation of the Super VEBA shall be made by the Super VEBA Trustees on the combined balances in the Super VEBA after the transfer of assets and liabilities from the P&F VEBA has occurred.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and/or executed by duly authorized officers of the City of Pontiac VEBA Trust, the City of Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Plan, and the City.

City of Pontiac VEBA Trust

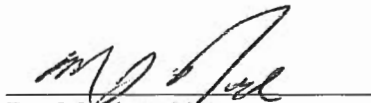


By: Claudia Filler

Its: Chairperson

Dated: Dec. 7, 2023

City of Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Plan

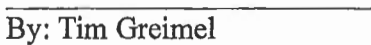


By: Matthew Nye

Its: Chairman

Dated: DEC, 7th, 2023

City of Pontiac



By: Tim Greimel

Its: Mayor

Dated: _____, 2023

EXHIBIT A

SETTLEMENT AGREEMENT & COURT APPROVALS

41464944.1/071371.00075

#15

**CLOSED
SESSION**

CITY OF PONTIAC
Oakland County, Michigan

RESOLUTION TO PROCEED IN CLOSED SESSION

RESOLUTION # _____

Minutes of a regular meeting of the City Council for the City of Pontiac, held City Hall, 47450 Woodward Ave, Pontiac, MI December 19, 2023 at 6 p.m., local time.

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

WHEREAS, the City Council seeks to adjourn into closed session under the Michigan Open Meetings Act, MCL 15.268 (h) to discuss a written legal opinion prepared by the City Attorney Clark Hill LLC; and

WHEREAS, the Michigan Open Meetings Act Section 8(h) provides that a public body may meet in Closed Session to consider an attorney-client privileged legal opinion, which includes material exempt from discussion or disclosure by state or federal statute.

NOW THEREFOR BE IT RESOLVED, the City Council will proceed in Closed Session pursuant to MCL 15.268 (h) of the Open Meetings Act to discuss a confidential attorney-client legal opinion as requested by the Mayor.

YEAS: Council Members _____

NAYS: Council Members _____

ABSTAIN: Council Members _____

RESOLUTION DECLARED ADOPTED.

Garland Doyle, Clerk
City of Pontiac

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, Garland Doyle, City Clerk, City of Pontiac, Michigan (the "County") does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on December 19, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of December 19, 2023.

Garland Doyle, Clerk
City of Pontiac

#16

COMMUNICATION

SPECIAL WINTER PROGRAMS



Pre-registration required at sheriffpal.com unless otherwise noted.
Questions? Contact Jay at jackson@sheriffPAL.com



Holiday Break Mini-Camp
Dec. 28 • 1:00 pm - 3:00 pm
UWM Sports Complex
Boys & Girls • Grades K-8

Burn off some energy by trying out a new sport such as lacrosse, sports conditioning and soccer or chill out and do a craft. Lunch will be provided.



Holiday Break Mini-Camp
Jan. 3 • 4:30 pm - 6:00 pm
UWM Sports Complex
Boys & Girls • Grades K-8

Burn off some energy by trying out a new sport such as lacrosse, sports conditioning and soccer or chill out and do a craft. A healthy snack will be provided.



Youth In Sports Mental & Physical Health Summit - CNS Healthcare
Jan. 13 • 10:00 am - 2:00 pm
UWM Sports Complex
Boys & Girls • Grades 3-8

Join us for a fun day of learning, physical activity and resources for new athletes and their sport supporters (family/coaches). Youth will visit a variety of activity stations while adults hear from experts in the field on how to support their child through the sports ecosystem to improve their physical and mental health. Vendors, giveaways and lunch provided. **Adults not required, but encouraged.**



Field Hockey & Food with Great Lakes Regional Field Hockey
Jan. 17 & Feb 14 • 5:00 pm - 6:30 pm
UWM Sports Complex
Girls • Grades K-12

Try out the exciting sport of field hockey with our good friends at Great Lakes Regional Field Hockey. Experienced coaches will help guide girls new to the sport in basic skills, fun and games. Pizza will be provided after the clinic. Available for all school aged girls. Note: more clinics will also be provided on March 20 and April 17.



Mentoring Sessions
Jan. 20 • 12:00 pm - 2:00 pm
SmashHit Kickboxing
Boys & Girls • Grades 3 & Up

Build critical mental and physical skills in this fast paced, exciting boxing class; taught by professional instructors. Enjoy snacks and character building after.



Girls in Sports Celebration Day
Feb. 10 • 12:00 pm - 4:00 pm
Oakland University
Girls • All Ages

Participants will have the opportunity to sample sports such as volleyball and track with OU female athletes and attend the OU Women's Basketball Game with complimentary tickets.



In Partnership with: Reimagine Recreation, SmashHit Kickboxing, Great Lakes Regional Field Hockey, YMCA of Metropolitan Detroit, Oakland University

SheriffPAL@gmail.com | [f](https://www.facebook.com/SheriffPAL) [i](https://www.instagram.com/SheriffPAL) @SheriffPAL



In partnership with



Building character
through sports and
recreation.

All programs are free
of charge, co-ed and
open to any
experience level.

Expect to have fun,
make friends and
learn new skills!



Athletics Schedule Session Winter 2024

REGISTRATION Dec. 10th-Jan. 7th 2024

PROGRAMMING January 8th-Feb. 23rd 2024

ACTIVITY	AGE	DAY(S)	TIME	CITY OF PONTIAC LOCATION
Junior Basketball Academy	6-8	Monday	4:30 - 5:30 pm	Woodside Bible Church, 830 Auburn Avenue
Basketball Academy	9-11	Monday	5:30 - 6:30pm	Woodside Bible Church, 830 Auburn Avenue
Basketball Academy (Middle School)	12-14	Tuesday	5:00 - 6:15pm	Woodside Bible Church, 830 Auburn Avenue
Indoor Soccer/futsal *Saturday League Game	5-8	Mon/Wed Saturday	4:30 - 5:15pm 2:30 - 3:15pm	UWM Sports Complex, 867 South Blvd. E
Indoor Soccer/futsal *Saturday League Game	9-12	Mon/Wed Saturday	5:15 - 6:00pm 3:15 - 4:00pm	UWM Sports Complex, 867 South Blvd. E
Track/Conditioning	5-12	Tuesday	4:15 - 5:30pm	UWM Sports Complex, 867 South Blvd. E &
Cheer/Dance/Tumbling	6 - 14	Wednesday	5:30 - 6:30pm	Welcome Missionary Church, 143 Oneido St.
Mentoring	8-14	Saturday (every other)	11:00 - 1:00pm	UWM Sports Complex, 867 South Blvd. E
Coed Intro to Lacrosse	5 - 10	Wednesday	5:00 - 6:00pm	UWM Sports Complex, 867 South Blvd. E
Pee Wee Soccer	3 - 4	Wednesday	5:00 - 6:00pm	UWM Sports Complex, 867 South Blvd. E

Coming in 2024-Girls Field Hockey Clinics, Her Time to Play Girls Basketball, Indoor Soccer League and More

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