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

Call to order

Moment of Silence or Invocation

Pledge of Allegiance

Roll Call

Authorization for excused absences for councilmembers

Amendments to and approval of the agenda

Approval of Minutes

1. June 2, 2016

Consent Agenda Items

2. Resolution for Charles M. Tucker
3. Resolution for Kaino Phillips
4. Resolution for Gail Perry-Mason
5. Resolution for the Delta Fortitude Foundation for Young Heroes of 2016
6. Resolution for Mr. Robert Cluckey
7. Resolution for Charitable Gaming License for the Pontiac Rotary Club

AGENDA ITEMS

Applications

8. Report received from the Deputy Mayor regarding 121 Branch Street Tennis Dome Right-of-way Vacation Application/Hess Street.

Zoning

9. Report received from the Deputy Mayor regarding 13 and 17 Osceola Rezoning Recommendation from Planning Commission.
10. Report received from the Deputy Mayor regarding 300 W. Huron Street (former central high school) building and site Rezoning Recommendation from Planning Commission.
11. Report received from the Deputy Mayor regarding 431 and 425 N. Perry Rezoning Recommendation from Planning Commission.

Agreements

12. Resolution for the award of the Tree Trimming and Tree & Stump.
13. Resolution for the purchase of computers and servers from IT.

Public Comment

Ordinance


Miscellaneous

16. Resolution for approval of the Tax Rates

Adjournment
Official Proceedings  
Pontiac City Council  
133\textsuperscript{rd} Session of the Ninth Council

A Regular Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, June 2, 2016 at 6:00 p.m. by President Patrice Waterman.

Moment of Silence

Invocation – Pastor Matlock

Roll Call

Members Present: Holland, Pietila, Taylor-Burks, Waterman and Woodward.
Members Absent: Carter and Williams
Mayor Waterman was present.
Deputy Mayor Jane Bais-Disessa was present.
Clerk announced a quorum.

16-132  \textbf{Excuse Councilman Randy Carter and Councilman Kermit Williams for personal reasons.} Moved by Councilperson Woodward and supported by Councilperson Pietila.

\textbf{Ayes: Pietila, Taylor-Burks, Waterman and Woodward}
\textbf{No: None}
\textbf{Motion Carried.}
Councilman Mark Holland was absent during the vote.

Councilman Randy Carter arrived at 6:03 p.m.

16-133  \textbf{Approval of the Agenda.} Move by Councilperson Woodward and supported by Councilperson Taylor-Burks.

\textbf{Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman and Woodward}
\textbf{No: None}
\textbf{Motion Carried.}

16-134  \textbf{Journal of May 26, 2016.} Moved by Councilperson Woodward and supported by Councilperson Pietila.

\textbf{Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman and Woodward}
\textbf{No: None}
\textbf{Motion Carried.}

16-135  \textbf{Resolution to go into Closed Session.} Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.
June 2, 2016

Whereas, the City’s attorney has presented The City a letter concerning the status of the cases of CPREA vs. The City of Pontiac and Tsehay Mosagzi vs. The City of Pontiac; and

Whereas, Section 8 (e), MCL 15.268, permits a public body “[to] consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have detrimental financial effect on the litigation or settlement position of the public body”: and,

Whereas, the Pontiac City Council believes that an open meeting would have a detrimental financial effect on the litigating or settlement position of the City:

Therefore, Be It Resolved that the Pontiac City Council recesses into closed session for the purpose of consulting with its attorney regarding settlement strategy in the cases of CPREA vs. The City of Pontiac and Tsehay Mosagzi vs. The City of Pontiac.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman and Woodward
No: None
Resolution Passed.

16-136 Accept Motion Recommendation in the case of Tsehay Mosagzi vs. the City of Pontiac. Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Motion to accept the recommendation of legal counsel with respect to the case of Mosagzi vs. City of Pontiac and the case evaluation award.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman and Woodward
No: None
Motion Carried.

President Patrice Waterman opened up the public hearing regarding the release of the reverter parcel 14-31-233-047 15 E. Iroquois (Item #4) at 6:39 p.m.

Edith Bey Stephens 15 E. Iroquois commented in support of releasing the reverter on the property.

President Patrice Waterman closed the public hearing at 6:43 p.m.

President Patrice Waterman opened up the public hearing regarding the Proposed Budget 2016-2017 Fiscal Year and City Tax Rate at 6:46 p.m.

Tameka Ramsey 1977 Elmhurst Lake Orion, Michigan commented in reference to improving the quality of life for the resident in the City of Pontiac. She also was concerned about the salaries of the executive team.

Billie Swazer 1618 Marshbank spoke about the addendum to the budget and the GL line items of other professional services. She also spoke about her opposition in regards to the City wide. She was concerned about city spending.
June 2, 2016

Lynette Ward discussed the 50th district court budget request and she mentioned that negotiations were taking place with union employees.

Quincy Stewart 196 Crestwood discussed $120,000 lobbyist expenses, state of the city address and the city wide newsletter.

Darryl Fowlkes 500 California discussed blight court and digitalized files.

President Patrice Waterman closed public hearing at 7:03 p.m.

16-137 Resolution regarding the release of the reverter parcel 14-31-233-047 15 E. Iroquois. Moved by Councilperson Woodward and supported by Councilperson Carter.

Whereas, the City of Pontiac, a Michigan municipal corporation (the “City”), conveyed to Burnerdean Lampton, a single woman address is 19 E. Iroquois, Pontiac, MI 48341 (“Owner”) that certain parcel of land in the City of Pontiac, County of Oakland, State of Michigan commonly known as vacant land on Orchard Lake Property Identification no: 14-31-233-047 (“the Premises”) and as more particularly described in that certain Quitclaim Deed recorded on April 9, 2002, in Liber 25317 at page 899 of the Oakland County Register of Deeds legally described as:

A parcel of land situated in the Northeast ¼ of Section 31, T3N, R10E, within the City of Pontiac, Oakland County, Michigan more particularly described as:

Lots 6, 7 and 8 located in Robert’s Subdivision of Outlot “A” of Seminole Hills Addition to the City of Pontiac, as recorded in Liber 28, Page 11, Oakland County records, Oakland County Michigan. EXCEPT beginning at the Southwest corner of said Lot 6, Thence N.31° 48’ 43”W., 10.30 feet; Thence along a curve to the left having a Radius of 2,759.50 feet, Chord Bearing N.52° 55’ 50”E, and Length of 28.41 feet, a distance of 28.41 feet; Thence N.52° 44’ 52”E, 111.88 feet; Thence N.10° 28’04”E., 14.80 feet; Thence S.31° 48’ 43”E., 34.45 feet; Thence S.28° 11’ 17” W., 149.63 feet to the Point of Beginning.

Whereas, the premises were conveyed “SPECIFICALLY SUBJECT TO A CONDITIONAL RIGHT OF REVERTER, such that if the Grantee fail to obtain the insurance of either a temporary or permanent certificate of occupancy for a residential dwelling built on the property within two (2) years after the date of this deed, Grantor shall have the right to exercise this right of reverter at any time prior to insurance of a temporary or permanent certificate of occupancy for the property,” and

Whereas, grantee obtain a certificate of occupancy on December 17, 2004 for a single family dwelling commonly known as 15 E. Iroquois, as evidenced by certificate of occupancy of the City of Pontiac building Official attached hereto as Exhibit A.

Now, Therefore, the Pontiac City Council hereby forever releases the above-said Conditional Right of Reverter granted to the City in the Deed from the Premises and authorizes the Deputy Mayor and Clerk to execute the release.

Ayes: Carter, Pietila, Taylor-Burks, Waterman and Woodward
No: None
Abstain: Holland
Resolution Passed.
Councilman Kermit Williams arrived at 6:50 p.m.

16-138 Resolution to schedule public hearing for the City of Pontiac’s Proposed Annual Budget for Fiscal Year 2016-2017 and City Tax Rate. Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Whereas, pursuant to MCL 141.412 and 141.413, the City of Pontiac is required to publish a public hearing notice for the City’s Proposed Annual Budget for FY 2016-2017 and City Tax Rate;

Now Therefore, Be It Resolved that the City Council sets Thursday, June 9, 2016 at 6:00 PM during the regular City Council meeting as the date, time and place to hold a public hearing for the City’s Proposed Annual Budget for FY 2016-2017 and the City’s Tax Rate to support the Proposed Annual Budget for FY 2016-2017.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward  
No: None 
Resolution Passed.

There were 5 individuals who addressed the body during public comment.


16-139 Council schedules a Budget Study Session on Monday, June 6, 2016 at 5:00 p.m. in the Council Chambers. Moved by Councilperson Taylor-Burks and supported by Councilperson Woodward.

Be it Further Resolved, that the Pontiac City Council schedules a budget study session on Monday, June 6, 2016 at 5:00 p.m. to discuss the Proposed Annual Budget for Fiscal Year 2016-2017 and City Tax Rate.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward  
No: None 
Resolution Passed.

16-140 Motion to combine items 8-10 (13 & 17 Osceola), (300 W. Huron Street), (431 & 425 N. Perry Street) for rezoning recommendations from Planning Commission.

Be It Further Resolved, that the Pontiac City Council will be considering the following proposed ordinance(s) 13 & 17 Osceola, 300 W. Huron Street, 431 & 425 N. Perry Street for rezoning recommendations on Thursday, June 9, 2016 at 6:00 pm, in the Pontiac City Council Chambers located on the 2nd Floor at 47450 Woodward Avenue Pontiac, Michigan 48342.
Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward
No: None
Resolution Passed.

16-141  Report received from the Deputy Mayor regarding Paddock Street Reconstruction and Water Main Replacement. Moved by Councilperson Williams and supported by Councilperson Woodward.

Whereas, the City of Pontiac has advertised and received responses to a request for proposal for the Paddock Reconstruction Project on May 13, 2016 and publically opened bids, and;
Whereas, a bid tabulation was prepared and reviewed, and;
Whereas, the City identified the low bidder as Angelo Iafrate Construction Company of $1,750,614.14 has been found acceptable by the Engineering Division,
Now, Therefore, Be It Resolved, that the Pontiac City Council authorized the Mayor to enter into a contract with Angelo Iafrate Construction Company for a cost of $1,750,614.14 for the reconstruction and water main replacement on Paddock Street from Auburn Road to Osmun Road.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward
No: None
Resolution Passed.

16-142  Report received from the Deputy Mayor regarding Contract Renewal with Oakland County Assessing. Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Whereas, the City of Pontiac has contracted with Oakland County to provide assessing services for the City for a least 9 years and,
Whereas, the current contract expires on June 30, 2016, and;
Now, therefore, the City Council of the City of Pontiac approves the contract renewal with Oakland County Equalization Division for three years from July 1, 2016 to June 30, 2019 based on the terms and conditions contained in the attached draft contract sent to us on March 21, 2016 and authorizes the Mayor to sign the final contract.

Ayes: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward
No: None
Resolution Passed.

President Patrice Waterman adjourned the meeting at 9:13 p.m.

SHERIKIA L. HAWKINS
CITY CLERK
CONSENT AGENDA
City of Pontiac Resolution for Mr. Charles McKinley Tucker, Jr.

WHEREAS, we the members of the Pontiac City Council take this opportunity to recognize one of our own, who has had a remarkable imprint on the City of Pontiac for decades; and,

WHEREAS, Mr. Charles M. Tucker Jr. was a man with a vision...who recognized the importance of working continuously and giving of his time and talent unselfishly, he was galvanizing trailblazer for over 84 years; and,

WHEREAS, Mr. Charles M. Tucker, Jr. was born in the metro Detroit area on May 7, 1932; and,

WHEREAS, Mr. Charles M. Tucker, Jr. was a loving husband to Joyce for 60 years and father to Karlynne and Charles III, grandfather of 8, great-grandfather of 5 and great great grandfather of 1; and,

WHEREAS, Mr. Charles M. Tucker, Jr. was a pioneer of Civil Rights, and Fair and Affordable Housing in the cities of Detroit and Pontiac; and,

WHEREAS, Mr. Charles M. Tucker, Jr. the first African American Broker and owner of a real estate sales firm Tucker and Associates, a full service real estate firm in the city of Pontiac in 1963; and,

WHEREAS, Mr. Charles M. Tucker, Jr. was the first African American President of the Detroit Board of Realtors from 1987 until 1988; and,

WHEREAS, Mr. Charles M. Tucker, Jr. was President and CEO of Tucker Associates; He facilitated the rehabilitation and restoration of many federally insured properties experiencing financial difficulties; and,

WHEREAS, Mr. Charles M. Tucker Jr. was the President of Harambee, an African American non-profit housing firm.

WHEREAS, Mr. Charles M. Tucker was the publisher of The Pontiac Herald; and,

WHEREAS, Mr. Charles M. Tucker, Jr. was honored by the City of Pontiac Library for Black History Month for many years of service to the city, including serving as a member of City Council, and being the first African American Mayor Pro-Tern, and serving as director of the Pontiac Growth Corporation; and,

WHEREAS, Mr. Charles M. Tucker, Jr. was also a founding member of the Pontiac Chapter of Kappa Alpha Psi.

THEREFORE BE IT RESOLVED, the Mr. Charles Tucker Jr. accomplished a myriad of success and truly made his presence known throughout his life as he was truly in a league of his own.

NOW, THEREFORE BE IT RESOLVED, that the Members of Pontiac City Council, and members of this great community celebrate the life of a pioneer and give our sincerest condolences to the family and friends of Mr. Charles M. Tucker, Jr.

Patrice Waterman, President

Mary Pietila, Pro-Tem

Randolph Carter, Councilman

Doris Taylor-Burks, Councilwoman

Don Woodward, Councilman

Mark E. Holland, Sr., Councilman

Kermit Williams, Councilman
RESOLUTION OF THE PONTIAC CITY COUNCIL

WHEREAS, Kaino Phillips, the product of Pontiac, born and raised, the son of the late Mayor Clarence Phillips and Lorene both lifelong educators; and,

WHEREAS, Kaino a graduate of the Pontiac School System, after graduation furthered his education at Grambling State University in Louisiana, where he studied Pre-Law (Political Science and Mass Communications); and,

WHEREAS, Kaino’s involvement while attending college landed him in various positions such as: President of the Student Affairs Commission, President of the Student Senate and Student President of Judicial Affairs, after his graduation Kaino returned to Pontiac to continue his passion for change; and,

WHEREAS, Kaino’s proudest accomplishment is his many years as a motivational speaker, along with receiving an honorary induction for Leadership into the Golden Key National Honor Society and serving in the position of President of the Clarence Phillips Ascend Foundation, he received the 2015 Boy Scouts of America Community Excellence Award; and,

WHEREAS, Kaino lives by the belief that, “You shouldn’t complain about a problem unless you are willing to engage the problem. If you choose not to take actions then you have cast yourself in the role of an enabler and you forfeit your right to complain.”

NOW, THEREFORE, BE IT RESOLVED, that the members of the Pontiac City Council applaud and celebrate the achievements of Mr. Kaino Phillips for Community Service by the Lambda Rho Zeta Chapter of Zeta Phi Beta Sorority, Inc.

Patrice Waterman, President

Mary Pietila, Pro-Tem

Randolph Carter, Councilman

Doris Taylor-Burks, Councilwoman

Don Woodward, Councilman

Mark E. Holland, Sr., Councilman

Kermit Williams, Councilman

DATED: JUNE 2, 2016
RESOLUTION OF THE CITY OF PONTIAC
IN RECOGNITION OF

WHEREAS, Ms. Gail Perry-Mason, is a prolific published writer with publishing in local and national publications, she has written books geared towards families and focuses on the critical elements for relating to financial security, her first book was Money Matters; and,

WHEREAS, Ms. Perry-Mason is a humble woman and proud Mother of three sons: Brandon, Dexter and Scott, she has been employed with Oppenheimer & Co for 23 years as the Senior Director of Investments, she is a member of Triumph Church, she’s a graduate of the University of Detroit-Mercy; and,

WHEREAS, Ms. Perry-Mason recognizes the dynamics of teaching youth the importance of money management, she founded the original Money Camp for Teens and the first youth investment club that has served over 6,000 youth; and

WHEREAS, Ms. Perry-Mason has numerous accomplishments that encompass the metropolitan area with various organizations such as: Ford Motor Company, Michigan Women’s Foundation, New Detroit, Inc., Michigan’s Local Hero Award by Bank of America, Community Role Model Award from Alternatives for Girls, Named as one of Michigan’s Top 10 Business Women by the National Association of Business Women Owners in 2007; and,

WHEREAS, Ms. Perry-Mason’s motto is, “Success Benefits Others First” and “Opportunity Doesn’t Happen without Sharing”.

NOW, THEREFORE, BE IT RESOLVED, that the members of the Pontiac City Council offer special recognition to Ms. Gail Perry-Mason “2016 Woman of the Year” by the Lambda Rho Zeta Chapter of Zeta Phi Beta Sorority, Inc.

__Patrice Waterman, President__

__Mary Pietila, Pro-Tem__

__Randolph Carter, Councilman__

__Doris Taylor-Burks, Councilwoman__

__Don Woodward, Councilman__

__Mark E. Holland, Sr., Councilman__

__Kermit Williams, Councilman__

DATED: JUNE 2, 2016
RESOLUTION
HONORING THE YOUNG HEROES

WHEREAS, it is the desire of the city to endorse, recognize, and support its young people for their academic, civic achievements, as well as those who contributed to their success; and,

WHEREAS, The Delta Fortitude Foundation (DFF) is a 501© 3 non-profit organization established in 2001 in Pontiac, Michigan, the mission of the organization is to enhance the quality of life of the citizens and youth in the Pontiac metropolitan area, with emphasis on African American males; and,

WHEREAS, the Salute to Young Heroes is an eight-month program designed to address the crisis that our young African American males face today; and,

WHEREAS, the members of the Pontiac City Council salute the Young Heroes of 2016; Gabriel S. Reed-Adams, Malcolm D. Clark, Evan J. Echols, Carlton T. Jones, Tino S. Lewis, Jeremiah D. Marshall, Spencer R. N. Barr-Redmond, Sr., Ziere D. Sasnett, Dequante D. Wiggins, Alezhan J. Williams and Regis J. Willis.

NOW, THEREFORE, BE IT RESOLVED, on behalf of the citizens, the members of Council and Mayor, we applaud and celebrate the achievements of these young men and give special thanks to The Delta Fortitude Foundation as they celebrate their 19th Annual Gala Celebration honoring our Young Heroes of 2016 at the Pontiac Marriott on Sunday, June 12, 2016.

Patrice Waterman, President

Mary Pietila, Pro-Tem
Don Woodward, Councilman

Randolph Carter, Councilman
Mark E. Holland, Sr., Councilman

Doris Taylor-Burks, Councilwoman
Kermit Williams, Councilman
Resolution for Mr. Robert Cluckey is forthcoming
LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
(Required by MCL 432.103(1)(b))

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

called to order by __________________________________________ on ______________________
DATE

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

Moved by ______________________ and supported by ______________________

that the request from ______________________ the following organization of ______________________
NAME OF ORGANIZATION CITY

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

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

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

Adopted by the ______________________ at a ______________________
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
REGULAR OR SPECIAL

meeting held on ______________________
DATE

SIGNED: __________________________________
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.

PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)
APPLICATIONS
City of Pontiac  
Department of Planning

Date: April 4, 2016
To: Honorable Mayor and City Council
From: C. James Sabo, AICP  
Professional Planner
Through: Jane Bais-Disessa, Deputy Mayor
Re: 121 Branch Street Tennis Dome  
Right-of-Way Vacation Application / Hess Street

Background:
In accordance with Section 102-66 of the Municipal Code, a property owner whose property is contiguous to any portion of the right-of-way (r.o.w) may file a petition with the Planning Department to request vacation of the street.

Planning Commission Public Hearing
In accordance with Section 102-68, the Planning Commission held a public hearing on December 3, 2014 to review a right-of-way vacation request for PF-14-99 Tennis Dome 121 Branch Street. At the December 3rd public hearing, there were no public comments. The request was to vacate a one-block section of the Hess Street r.o.w between Grant Street and Howard McNeil Street. The request is related to compliance with the Building Code and Fire Code for dome type structures. The applicant obtained a ZBA variance of 12.17 feet for the front yard setback. However, dome structures have specific building and fire code requirements for distance to the property lines that exceed Zoning Ordinance setbacks. In order to meet the fire code standards, the applicant is requesting to vacate Hess Street. The right-of-way vacation would create a new property line and the dome structure would then meet the fire code standards. The current physical layout of the site would not change. Essentially, the applicant would remove the paved street and increase the size of the front yard open space to align with the fire code requirements.

At the December 3, 2014 meeting, the Planning Commission took action to recommend conditional approval of the right-of-way vacation request to the City Council for Wessen Development 121 Branch Street subject to preservation of utility easements where required.

Note: Following the December 3, 2014 public hearing and recommended action by the Planning Commission, the applicant did not provide a survey or legal description to meet the approval conditions for the vacation of the right-of-way until March 28, 2016.
City Council Action
In accordance with Section 102-69, following the public hearing, the recommendation of the Planning Commission is provided to the City Council for consideration. The Council is not required to hold an additional public hearing, but may if desired.

The city council may by resolution grant or deny the petition, or may take any other appropriate action on the petition. If the petition for vacation is granted, the city council may in its resolution provide that easements be reserved in the vacated right-of-way for public utility purposes. The resolution shall set forth the reasons for the council’s decision, by reference to those standards set forth in this division.

If the city council’s action is to vacate the right-of-way, the city clerk or his representative shall record a certified copy of the resolution with the county register of deeds, and send a copy of the resolution to the state treasurer.

Section 102-70 provides review criteria for City Council to consider regarding r.o.w vacation as noted here:

102-70 Standards and Criteria
In making its recommendation on any petition for vacation of a right-of-way or easement, in making its decision on a petition for vacation, the city council shall consider, any or all of the following standards and criteria, if and to the extent that such standards apply to the particular case:

(1) Whether the street, alley or other public right-of-way or easement is actually necessary for access to any parcel of property, or to provide any necessary service to any parcel of property.

(2) Whether the vacation of the right-of-way or easement would make access to properties, or travel from one location or another, substantially more difficult, time consuming or inconvenient, or whether the vacation would have no substantial effect on access, convenience of travel, or traffic patterns.

(3) Whether the vacation of the street, alley or other public right-of-way will be substantially detrimental to, or will substantially increase, the value and/or utility of adjacent or nearby properties.

(4) Whether the use of the street, alley or other right-of-way, as a result of the generation of noise, dust, or for any other reason, is detrimental or disturbing to the use or occupancy of nearby properties.

(5) Whether other existing streets, alleys or rights-of-way provide sufficient access to all parcels of property that may be served by the right-of-way proposed for vacation.

(6) Whether or not the street, alley or other right-of-way has ever been improved by the city or by any other entity.
(7) Whether the subject right-of-way is necessary to provide access to police, fire or other public safety services.

(8) Whether it is anticipated that the subject right-of-way will be needed for future public uses.

(9) Any other relevant standard or standards that may be adopted by the planning commission or city council. Such standards may be adopted in written form to be applied to future cases where applicable, or may be adopted for application to a particular case then before the body.

The purpose of this correspondence is to request the City Council to take action on the recommendation of the Planning Commission to either Approve or Deny the proposed street right-of-way vacation request for Hess Street for PF-14-99 Wessen Development 121 Branch Street. Resolution for consideration:

Whereas, on December 3, 2014, the Planning Commission held a public hearing and reviewed an application for vacation of the right-of-way of Hess Street adjacent to the property located at 121 Branch Street near the intersection of Branch Street and Wessen Street; and,

Whereas, on December 3, 2014, the Pontiac Planning Commission recommended that the Hess Street right-of-way adjacent to the property at 121 Branch Street be vacated; and,

Whereas, the Planning Commission finds that the proposed street right-of-way vacation will allow the tennis dome property to meet the standards for construction of the Fire Code and Building Code; and

Whereas, the Planning Commission finds that the proposed street right-of-way vacation appears to meet the approval criteria from Section 102-70 of the Pontiac Municipal Code; and

Now, therefore, be it resolved, that the request submitted by Wessen Development, 121 Branch Street Tennis Dome for the abandonment of the City's interest in a portion of Hess Street between Howard McNeil Street and Grant Street; as described is hereby approved by the City Council, subject to the retention of a full width utility easement for maintenance of utilities.
City of Pontiac
Department of Planning

Date: November 19, 2014
To: Pontiac City Planning Commission
From: C. James Sabo, AICP
Professional Planner
Re: PF-14-99, 121 Branch Street—Street Right-of-Way Vacation

Applicant: Brian Devirgilio, PLTC Tennis facility
6632 Telegraph Road
Bloomfield, MI 48301

Property Addresses: 121 Branch Street, part of Wessen Tennis Club facility

Request: Vacate a one-block section of Hess Street between Howard McNell and Grant Streets. The request is related to the new tennis facility including the temporary dome structures. The request is also related to fire code and building code requirements for the temporary structures. Tennis facility is located at the northeast corner of Branch and Hess Streets.

Legal Description: 14-32-180-003, see resolution for metes and bounds legal

Zoning: R-1, One-Family Dwelling, (Use Variance granted by ZBA 3/18/14)

Existing Land Use: Street right-of-way

Relationship to Pontiac Master Plan (Future Land Use Map):
Subject Parcel: Entrepreneurial, Residential, Commercial and Green
Adjacent: Entrepreneurial, Residential, Commercial and Green

Planning Department Findings:

The street vacation request is straightforward. The tennis facility was approved, but cannot meet the fire code and building code for the temporary dome structures are in place during the winter months. The applicant has requested vacation of the street right-of-way (r.o.w.) in order to create a new property line for the site. If the street r.o.w. vacation is approved, it would result in a new legal description for the Branch Street tennis site. The new property line along
Hess street would increase the setback distance from the property line to approximately 42.0 feet and the new building setback would then comply with Building Code and Fire Code standards for temporary structures.

The City Engineering Department (John Balint) has reviewed the street vacation request. He recommends approval of the street vacation of Hess and confirms that the street has been blocked at Howard McNell for a reasonably long period of time. The Engineer does not anticipate that vacation of Hess would negatively affect circulation of traffic in the area. However, he recommends a “hammer head” turn-around area at the end of Grant Street for emergency vehicles and garbage trucks. Should the City Council choose to vacate the r.o.w., the Engineer recommends that the city maintain and preserve utility easements in the former street r.o.w. Any storm sewer would need easements as well as sanitary and water main utility easements.

With respect to infrastructure, the applicant has been made aware that utility easements would be required within the former street.

Based on the limited use of the existing portion of Hess Street and the recommendations from the Engineering Department, the Planning Department recommendation is to approve the Right-of-Way vacation for Hess Street as legally described between Howard McNell Street and Grant Street subject to the following conditions:

**Recommendation:**

To approve the Hess Street vacation request application for PF-14-99, 121 Branch Street tennis facility subject to the following conditions:

1. Submission of a professional survey and legal description for the proposed right-of-way vacation along Hess Street.
2. Construction of a vehicle turn-around at the intersection of Grant Street and Hess Street for emergency vehicles and public utility vehicles.
3. Record and preserve all necessary public utility easements within the former right-of-way along Hess Street.
SKETCH OF DESCRIPTIONS
PLAT BOUNDARY AND PARTIAL VACATION OF HESS AVENUE

CENTER LINE OF CLINTON RIVER
S. 2° W. 250 FT.
(RECORDED)

ASSessor's PLAT NO. 122
L.53, P.53, O.C.R.

<table>
<thead>
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<th>Direction</th>
<th>Length</th>
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<tbody>
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<td>50°43'00&quot;W</td>
<td>92.00</td>
</tr>
<tr>
<td>L2</td>
<td>58917'00&quot;E</td>
<td>300.00</td>
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<td>L3</td>
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<td>L6</td>
<td>50°43'00&quot;W</td>
<td>50.00</td>
</tr>
</tbody>
</table>

N.W. CORNER LOT 1
CROSS ADDITION NO.1
TO THE CITY OF PONTIAC
S. 1472' E. 305.5 FT.
(RECORDED)

S.E. CORNER LOT 19
FULL ADDITION TO
THE CITY OF PONTIAC

HESS AVE (60 FT. WIDE)

GRANT ST. (50 FT. WIDE)

IRENE ST. (50 FT. WIDE)

WARNER AVENUE (60 FT. WIDE)
N. 58917'00"W (RECORDED)

*SEE SHEET 2 OF 2 FOR DESCRIPTIONS
* NO BOUNDARY SURVEY WAS PERFORMED.
ALL BEARINGS AND DISTANCES USED TO
DESCRIBE PARTIALLY VACATED HESS AVENUE
ARE BASED ON RECORDED PLAT DESCRIPTION.

ENGINES
SCHAEF & FAURS, INC.
PONTIAC, MI 48038
T. (248) 981-7444
F. (248) 981-7445

CHAD L. FINCHLEY
PROFESSIONAL SURVEYOR

PREPARED FOR
WESTERN DEVELOPMENT CO., INC.
699 BENNINGTON PL.
PONTIAC, MI 48041
T. (248) 697-0600
F. (248) 697-0613

CHAD L. FINCHLEY
PROFESSIONAL SURVEYOR

SCHAEF & FAURS, INC.
PONTIAC, MI 48038
T. (248) 981-7444
F. (248) 981-7445

N. 043 E. 422 FT. (RECORDED)
BRANCH STREET (60 FT. WIDE)

P.O.B.
CROSS ADDITION NO.1
TO THE CITY OF PONTIAC

S. 3° 10' E. 305 FT.
(RECORDED)
DESCRIPTORS
CROSS ADDITION NO.1 PLAT AND PARTIAL VACATION OF HESS AVENUE

CROSS ADDITION NO.1 PLATTED LAND DESCRIPTION (AS RECORDED)
The land embraced in the annexed plat of cross addition NO.1 to the city of Pontiac, Oakland County, Michigan described as follows:
A piece of parcel of land situated, lying and being in the city of Pontiac, County of Oakland and State of Michigan, in N.E. 1/4 and N.W. 1/4 section 32, T.3N., R.10E., and commencing at a point on the east line of branch street distant 5,14'22"E., 305.5 feet from the south east corner of lot 19 of Lull addition to the city of Pontiac, Michigan; run thence N.79°E., 597 feet to the center of Clinton river; run thence 5.35°10'E. along center of Clinton river 265 feet; run thence S.52°E. along center of Clinton river 595 feet; run thence N.88°12'E., 1,157 feet to a stake on the east line of branch street; run thence N.00°48'E. along the east line of branch street 422 to the place of beginning.

PARTIAL VACATION OF HESS AVENUE DESCRIPTION
A parcel of land located in the city of Pontiac, County of Oakland, State of Michigan, a part of Cross Addition No. 1 to the city of Pontiac, being part of the northeast 1/4 and northwest 1/4 of section 32, T.3N., R.10E., city of Pontiac, Oakland County, Michigan, according to the plat thereof as recorded in UBER 6 of plats, page 20, Oakland County records being more particularly described as follows:
Commencing at a point on the south line of Hess Avenue distant 5.00'43"W., 92.0 feet along the east line of branch street and 5.89'17"E., 300.0 feet along the south line of Hess street from the northwest corner of lot 1 of cross addition No. 1, said point being the northwest corner of lot 16 of cross addition No. 1 to the city of Pontiac, said point also being the point of beginning; thence continuing along the south line of Hess street 5.89'17"E., 250.0 feet to a point on the west line of Grant street, said point also being the northeast corner of lot 29 of cross addition No. 1; thence N.00°42'E., 50.0 feet to a point on the north line of Hess Avenue, said point also being on the south line of lot 92 of cross addition No. 1; thence N.83°17'W., 250.0 feet along the north line of Hess Avenue to a point on the south line lot 67 of cross addition No. 1; thence N.00°43'W., 50.0 feet to the point of beginning.
Above described vacated right-of-way containing 12,500 sq. ft. and/or 0.287 acres more or less and subject to easements and restrictions of record.

SEE SHEET 1 OF 2 FOR SKETCH OF DESCRIPTIONS
NO BOUNDARY SURVEY WAS PERFORMED.
ALL BEARINGS AND DISTANCES USED TO DESCRIBE PARTIALLY VACATED HESS AVENUE ARE BASED ON RECORDED PLAT DESCRIPTION.

CHAD L. FINDLEY
PROFESSIONAL SURVEYOR
NO. 55108

207 N. LURITZ
LANSING, Ml 48903

NIA 12-28-2015

1001 3-A-2
ZONING
City of Pontiac
Department of Planning

Date: April 11, 2016
To: Honorable Mayor and City Council
From: Derek Dowdell
Assistant Planner
Through: Jane Bais-Disessa, Deputy Mayor
Re: 13 and 17 Osceola Rezoning Recommendation from Planning Commission

Background:
At their April 6, 2016 meeting, the Planning Commission held a public hearing and reviewed an application for a Rezoning request, case number PF-16-21, 13 and 17 Osceola, two residential homes. During the public hearing, there were several comments. Chuck Johnson supported the rezoning request. Several residents expressed their concern about people using the alleyway that runs parallel to Huron Street to get to Telegraph Road. No additional comments were received. Following the public hearing, the Planning Commission moved to recommend approval of the Rezoning application for PF-16-21 to the Mayor and City Council based on Section 6.804 of the Zoning Ordinance.

City Council Action Requested
In accordance with Section 6.802 of the Zoning Ordinance, the standard procedure for Rezoning is a public hearing and review by the Planning Commission with a recommendation for action to the City Council. As stated, the recommendation from the Planning Commission is approval of the Rezoning request. The motion was approved on April 6, 2016.

The recommended rezoning for the property is from R-1, One-Family Dwelling to C-1, Local Business District. The Properties are located near the Northeast corner of W. Huron Street and Telegraph Road, behind the retail store Mr. Alan's.

The applicant is requesting the rezoning of two existing houses on Osceola Drive for the purpose of redevelopment of the Mr. Alan's property which is located at the corner of N. Telegraph and W. Huron Street (see proposed site plan). These two houses will be removed and sites rezoned to provide parking for the two new retail commercial buildings, one located on N. Telegraph and the second located on W. Huron (the existing Mr. Alan's building will be torn down). A map detailing the proposed zoning map amendment of the parcel is attached for review. The Planning Commission department report for the rezoning application is attached as well.

The purpose of this correspondence is to introduce the proposed ordinance, which has been reviewed and approved by the Deputy Mayor. Upon introduction, the Clerk shall distribute a
copy to each Council member and to the Mayor, and shall file a reasonable number of copies in the office of the Clerk and such other public places as the Council may designate, and shall publish a summary of the proposed ordinance in a newspaper of general circulation in the City together with a notice of the time and place for consideration by the Council.

At the first meeting, the Council should pass a resolution setting a time and place for consideration of this proposed ordinance.

At the meeting where the proposed ordinance is considered, City Council is requested to adopt the following resolution:

Whereas, on April 6, 2016, the Planning Commission held a public hearing and reviewed an application for rezoning of the residential properties 13 and 17 Osceola Drive, located near the Northeast corner of W Huron Street and Telegraph Road; and,

Whereas, on April 6, 2016, the Pontiac Planning Commission recommended that the existing One-Family Dwelling parcels at 13 and 17 Osceola Drive be rezoned; and,

Whereas, the Planning Commission finds that the proposed rezoning application appears to meet the approval criteria from Section 6.804 of the Zoning Ordinance; and

Now, therefore, be it resolved, that the Pontiac City Council accepts the recommendation of the Pontiac Planning Commission and adopts:

AN ORDINANCE TO AMEND APPENDIX B, OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC TO AMEND ARTICLE 2, ZONING DISTRICTS AND PERMITTED USES, SECTION 2.103, ZONING MAP, TO CHANGE THE ZONING DISTRICT CLASSIFICATIONS FOR SPECIFIC PARCEL ID NUMBERS 14-30-351-032 AND 14-30-351-037, NEAR THE NORTHEAST CORNER OF W HURON STREET AND TELEGRAPH ROAD FOR REZONING.
City of Pontiac
Department of Planning

Date: March 18, 2016
To: PLANNING COMMISSION
From: Derek Dowdell, Assistant Planner
Re: PF-16-21; 13 and 17 Osceola Drive; Zoning Map Amendment

HEARING DATE: April 6, 2016

PROPERTY DESCRIPTION: 13 and 17 Osceola Drive, the properties are located near the Northeast corner of W Huron Street and Telegraph Road, behind the retail store Mr. Alan’s.

APPLICANT and PROPERTY OWNER: Alan Bishop

REQUEST: Zoning Map Amendment R-1, One-Family Dwelling to C-1, Local Business district

LEGAL DESCRIPTION: Sidwell # (s) 14-30-351-032 and 14-30-351-037

ZONING CLASSIFICATION:
Subject Property: C-1, Local Business

EXISTING LAND USE: R-1, Single family housing

PROPOSED LAND USE: Commercial parking

Relationship to Pontiac Master Plan (Future Land Use Map)
Subject parcels: Neighborhood Commercial
Adjacent: Neighborhood Commercial (North), Waterford Twp. (West), Traditional Neighborhood Residential (East), Neighborhood Commercial, Traditional Neighborhood Residential (South)

Surrounding Existing Use and Zoning:
North: R-1, One Family
South: C-1, Local Business
East: R-1, One Family and R-2 Two Family and Terrace Family Dwelling
West: C-1, Local Business

Zoning Ordinance Minimum Lot Requirements:
Min Lot Area: 2,000 sq. ft.
Min Lot Width: 20 ft.
City of Pontiac  
Department of Planning

2014 Master Plan Update

The area for the proposed zoning map amendment has been designated by the 2014 Master Plan Update as Neighborhood Commercial. The Future Land Use Map designation for the proposed rezoning site is Neighborhood Commercial and the provisions are listed here below:

The Neighborhood Commercial land use designation is intended for smaller scale commercial development that is designed to serve the needs of the surrounding neighborhood. The site design of neighborhood commercial areas and projects needs to enhance the pedestrian experience by creating human scale places. While accommodating parking, signage and landscaping is important, the key design aspect of any neighborhood commercial development is to improve walkability and non-motorized access.

Maximum Building Height: 25 feet

Parking: Create shared parking areas and access drives wherever possible. Parking shall not front on a road without proper design (walls, landscaping) to separate parking areas from sidewalks/pedestrian areas.

Uses: Commercial - retail, office, restaurant, personal services, civic/institutional, green production.

Appearance and Materials: No unfinished concrete or CMU block buildings visible from street. Masonry buildings must be finished with brick, decorative veneer, split face CMU or other product to be approved by the Planning Commission. Unfinished concrete block and external insulation systems such as DryVit and EIFS are limited to 10% of the building façade. Buildings must have windows on the 1st floor level to encourage interaction with pedestrians. Solid façades without any openings shall not be permitted.

The 2014 Master Plan allows for a greater flexibility than the previous master plan use designation. The Planning Commission may wish to consider this 2014 Master Plan when deciding this use designation rezoning request.

Department Comments/Conditions:

Department of Building: No comments or conditions received.
Water Resources Comm: No Comments or Conditions received.
Fire Department: No Comments or Conditions received.
Engineering Department: Plans must be submitted directly to Engineering for review.
Building Department: No Comments or Conditions received.
City of Pontiac
Department of Planning

Section 6.804- Criteria for Amendment:

In considering any petition for an amendment to the official zoning map, the Planning Commission and City Council shall consider any of the following criteria that apply to the application in making findings, recommendations, and a decision. The Planning Commission and City Council may also take into account other factors or considerations that are applicable to the application but are not listed below.

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 proposed amendment is consistent with the 2014 Master Plan's goals and objective which designates the area as Neighborhood Commercial, which is consistent with the proposed use. The Neighborhood Commercial land use designation is intended for smaller scale commercial development that is designed to serve the needs of the surrounding area.

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

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. It is quite possible that the applicant can receive a reasonable return on the property. It is the desire of the applicant to create a more appealing shopping experience by redeveloping the city's Western entry point.

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 proposed amendment may meet the criterion. Properties to the west and the south of the proposed amendment are currently zoned C-1 district.

E. The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City. This proposed amendment may meet the criterion.

F. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. This proposed amendment may meet the criterion.
City of Pontiac
Department of Planning

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. Proposed amendment may meet the criterion.

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. This proposed amendment meets the criterion.

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. This proposed amendment meets the criterion. Amending the list of permitted uses is not the appropriate in this case.

J. The requested rezoning will not create an isolated or incompatible zone in the neighborhood. The proposed amendment meets the criterion. The rezoning would not create an isolated or incompatible neighborhood.

PLANNING ANALYSIS:

The applicant is requesting the rezoning of two existing houses on Osceola Drive for the purpose of redevelopment of the Mr. Alan’s property which is located at the corner of N. Telegraph and W. Huron Street (see proposed site plan). These two houses will be removed and sites rezoned to provide parking for the two new retail commercial buildings, one located on N. Telegraph and the second located on W. Huron (the existing Mr. Alan’s building will be torn down).

The 2014 Future Land Use Plan identifies the subject parcels as Neighborhood Commercial. This land use designation allows for smaller scale commercial development that is designed to serve the needs of the surrounding neighborhood, which appears to be similar or compatible with the proposed use by the applicant. The proposed use is reasonably compatible with the type of uses in the area and along the Huron Street and Telegraph Road.

RECOMMENDATION:

To consider under what conditions the proposed re-zoning request for PF-16-21 (13 and 17 Osceola Drive) from R-1, One Family Dwelling District to C-1 Local Business District would be approved and recommend action by the Mayor and City Council.

To approve the Zoning Map Amendment for PF 16-21(13 and 17 Osceola Drive) and recommend approval to the City Council, subject to the following conditions listed:

1. Final approval of a Zoning Map amendment by City Council at a future date.
2. Rezoning tied to specific site plan.
3. Compliance with all required permits and requirements; Building code, fire and City of Pontiac business licensing.
AN ORDINANCE TO AMEND APPENDIX B, OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC TO AMEND ARTICLE 2, ZONING DISTRICTS AND PERMITTED USES, SECTION 2.103, ZONING MAP, TO CHANGE THE ZONING DISTRICT CLASSIFICATIONS FOR SPECIFIC PARCEL ID NUMBERS 14-30-351-032 AND 14-30-351-037, NEAR THE NORTHEAST CORNER OF W HURON STREET AND TELEGRAPH ROAD FOR REZONING.

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments.
APPENDIX B OF THE CODE OF ORDINANCES, ARTICLE 2, ZONING DISTRICTS AND PERMITTED USES, SECTION 2.103, THE ZONING MAP OF THE CITY OF PONTIAC, IS AMENDED TO CHANGE THE ZONING DISTRICT CLASSIFICATION FROM R-1, ONE-FAMILY DWELLING TO C-1, LOCAL BUSINESS DISTRICT AND ALLOW THE USES PERMITTED IN THAT ZONE DISTRICT FOR PARCEL IDENTIFICATION NUMBER 14-30-351-032 and 14-30-351-037 LEGALLY DESCRIBED AS:

14-30-351-037  
T3N, R10E, SEC 30 INDIAN VILLAGE LOTS 88 & 89 8-17-01 FR 030 & 031

14-30-351-032  
T3N, R10E, SEC 30 INDIAN VILLAGE LOT 90

Section 2. Severability.
If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Saving Clause.
A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

Section 4. Repealer.
All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 5. Publication.
The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 6. Effective Date.
This Ordinance shall be effective ten days after date of adoption by the City Council.
Disclaimer: The information provided herein has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present in the map.
City of Pontiac
Department of Planning

Date: April 11, 2016
To: Honorable Mayor and City Council
From: C. James Sabo, AICP
Professional Planner
Through: Jane Bals-Disessa, Deputy Mayor
Re: 300 W. Huron Street, Former Central High School building and site
Rezoning Recommendation from Planning Commission

Background:
At their April 6, 2016 meeting, the Planning Commission held a public hearing and reviewed an application for a Rezoning request, case number PF-16-16, 300 W. Huron, former Pontiac Central High School building and surrounding land on the site. During the public hearing, there were several comments. Chuck Johnson supported the rezoning request. Ken Burch spoke in support of Lee Contracting, but asked the Planning Commission to pause and look at the larger picture. He expressed concern about later uses at the site, such as fast food restaurants. He was also concerned about industrial uses at the site. Sonya Malone asked if the building was stable and not sinking. She was concerned about industrial use of the property. Scott Haughton was concerned about the appearance of the building. He asked if public access to the tennis courts would be allowed. Hugo Cruz asked about the appearance of the building and about restrictions on the type of work being done in the building. No additional comments were received.
Following the public hearing, the Planning Commission moved to recommend approval of the Rezoning application for PF-16-16 to the Mayor and City Council based on Section 6.804 of the Zoning Ordinance.

City Council Action Requested
In accordance with Section 6.802 of the Zoning Ordinance, the standard procedure for Rezoning is a public hearing and review by the Planning Commission with a recommendation for action to the City Council. As stated, the recommendation from the Planning Commission is approval of the Rezoning request. The motion was approved on April 6, 2016.

The recommended rezoning for the property is from R-1 One-Family Dwelling and R-3 Multiple-Family Dwelling to MUD Mixed-Use district. The property is located at the northwest corner of State Street and West Huron Street (M-59).

The applicant proposes to remodel the interior space of the former school building and repurpose the building for several mixed uses, including skilled trades training classes, office uses, industrial equipment staging and validation, and light assembly type uses. A map detailing
the proposed zoning map amendment of the parcel is attached for review. The Planning Commission department report for the rezoning application is attached as well.

The purpose of this correspondence is to introduce the proposed ordinance, which has been reviewed and approved by the Deputy Mayor. Upon introduction, the Clerk shall distribute a copy to each Council member and to the Mayor, and shall file a reasonable number of copies in the office of the Clerk and such other public places as the Council may designate, and shall publish a summary of the proposed ordinance in a newspaper of general circulation in the City together with a notice of the time and place for consideration by the Council.

At the first meeting, the Council should pass a resolution setting a time and place for consideration of this proposed ordinance.

At the meeting where the proposed ordinance is considered, City Council is requested to adopt the following resolution:

Whereas, on April 6, 2016, the Planning Commission held a public hearing and reviewed an application for rezoning of the former Pontiac Central High School property at 300 W. Huron Street near the intersection of State Street and W. Huron Street; and,

Whereas, on April 6, 2016, the Pontiac Planning Commission recommended that the existing One-Family Dwelling and Multiple-Family Dwelling parcel at 300 W. Huron Street be rezoned; and,

Whereas, the Planning Commission finds that the proposed rezoning application appears to meet the approval criteria from Section 6.804 of the Zoning Ordinance; and

Now, therefore, be it resolved, that the Pontiac City Council accepts the recommendation of the Pontiac Planning Commission and adopts:

AN ORDINANCE TO AMEND APPENDIX B, OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC TO AMEND ARTICLE 2, ZONING DISTRICTS AND PERMITTED USES, SECTION 2.103, ZONING MAP, TO CHANGE THE ZONING DISTRICT CLASSIFICATIONS FOR A SPECIFIC PARCEL ID NUMBER 14-29-332-003 AT THE NORTHWEST CORNER OF STATE STREET AND WEST HURON STREET FOR REZONING.
City of Pontiac
Department of Planning

Date: March 15, 2016
To: Pontiac City Planning Commission
From: C. James Sabo, AICP
Professional Planner
Re: PF 16-16 (ZMA 16-16) 300 W. Huron Street

Applicant: CSI, LLC
631 Cesar E. Chavez
Pontiac, MI 48342

Property Addresses: 300 W. Huron Street, Pontiac Central High School Building

Request: Zoning Map Amendment request to change the zoning for the high school building from R-1 One-Family Dwelling and R-3 Multiple-Family Dwelling to MUD, Mixed-Use District. The request is to rezone the entire 20 acre parcel for the prior school site. The applicant is seeking greater flexibility of land uses for future development of the property.

Legal Description: Parcel # 14-29-332-003

Zoning: R-1, One-Family Dwelling and R-3, Multiple-Family Dwelling

Existing Land Use: Vacant building, former Pontiac Central High School building and property

Proposed Land Use: Office use, training facility, light assembly and manufacturing; additionally, industrial prototype validation. Currently, there are two separate zoning districts that comprise the former high school site; R-1 district along Huron Street and R-3 along State Street. The applicant will provide a brief description of some minor exterior changes to the building as well, including exterior paint, front entry and windows changes.

Relationship to Pontiac Master Plan (Future Land Use Map):
Subject Parcel: Civic-Public Use
Adjacent: Office-Hospital-Healthcare (south), Traditional Neighborhood Residential
Surrounding Existing Use and Zoning:

North side: R-2, R-3, Multiple Family Residential
South side: R-3, C-O, Multiple Family and Commercial Office
West side: R-1, R-2, R-3, One-Family and Multiple Family Residential
East side: C-1, Local Business and C-3, Corridor Commercial

2014 Master Plan Update

We are providing an analysis of the proposed zoning map amendment as it relates to the 2014 Master Plan Update. The proposed Future Land Use Map designation for the proposed rezoning site is Civic-Public Use, and the provisions are listed here:

Civic-Public Use:
This land use designation includes areas used for civic and institutional purposes. Public use includes all fire stations operated by the Waterford Fire Department, all stations and substations operated by the Oakland County Sheriff, Pontiac Public Library, all currently open schools operated by the Pontiac School District, and the Oakland County Service Centers and municipal campus.

Maximum Building Height: No maximum.
Parking: Where possible, parking should be in the rear of buildings or otherwise separated from the street frontage.
Uses: Municipal or County office buildings, public safety buildings, schools, library, civic center.
Appearance and Materials: Civic and institutional use buildings should be designed to promote the desired image of the City. All buildings should be located so they are easily accessible and visible from public streets. Materials should be high quality and traditional. All public use buildings should be LEED certified green buildings whenever possible and should always be as energy-efficient as current technology allows.

In summary, the 2014 Master Plan Future Land Use designation for Civic-Public Use does not allow added flexibility with the respect to future uses at the previous school site location. However, the Planning Commission may wish to prudently consider potential future uses at the Pontiac Central High School when rendering a decision about possible rezoning.

Department Comments:

Engineering Department: Sanitary and storm sewer capacity requirements will be reviewed in greater detail during final site plan review.

Water Department: Water capacity will be reviewed in greater detail during final site plan review.

Fire Department: Must meet all applicable Fire Codes.
Building Department: Must meet all International BOCA standards for construction.

Section 6.804—Criteria for Amendment:

Proposed zoning map amendments are reviewed against the following criteria for amendment. The Planning Commission and City Council shall consider any of the listed criteria that apply to an application in making recommendations and decisions. The Planning Commission and City Council may take other factors into consideration that are applicable, but not listed here.

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 proposed amendment is not consistent with the goals and objectives of the master plan. The future land use map designates the area as Public-Civic Use and calls for a potential Civic or Community facility. However, it should be noted that the existing City Hall and Public Safety Building area along Woodward Avenue is the designated Civic Center campus area for Pontiac. Both City Hall and the Public Safety building have acted as the Civic Center campus since approximately 1955.

B. Compatibility of the site’s physical, geological, and hydrological and other environmental features with the uses permitted in the proposed zoning district. Proposed amendment appears to maintain compatibility with physical and environmental features of the former high school campus area. The uses in the proposed MUD mixed-use zone district will be reasonably compatible with the existing land uses in the immediate area, as the intended uses are proposed within an enclosed building. The proposed MUD zone allows uses that are more intensive than those uses permitted in the current R-1 and R-3 zone districts. It should be noted that a high school campus use is more intensive than single or multiple family residential uses as well.

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. No specific evidence has been provided that the applicant is unable to receive a reasonable return on investment. However, it should be noted that the property has been zoned residential, but not utilized as residential during its life as a public school. The applicant proposes a zoning map amendment for adaptive reuse of the building under MUD zoning versus attempting to develop the property as residential. Adaptive reuse of the former school building appears to be a reasonable approach.

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 potential uses of the proposed MUD zone appear to be compatible with the surrounding uses and zoning. The proposed zoning will allow uses that are somewhat similar in intensity to that of an active high school campus. There will likely be much less employee and trainee activity than during previous high school use.

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

F. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. Meets this criterion.
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. Meets this criterion, no exterior changes to the building footprint have been proposed. However, the MUD zone would allow commercial uses on portions of the site. It should be noted that most zoning along Huron Street is commercial.

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. May meet this criterion. The least intensive zone district is residential. Any change in zoning will allow a more intensive use. However, proposed uses for the site are indoors. C-1 or C-3 zone districts would allow similar type uses. MUD appears to be a reasonable zone district for the proposed repurpose of the former high school property.

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. Meets this criterion. Amending the list of permitted uses is not appropriate in this case.

J. The requested rezoning will not create an isolated or incompatible zone in the neighborhood. Meets this criterion. The proposed rezoning does not create and isolated or incompatible zone as it mirrors the current allowable mix of uses.

Planning Department Analysis:

The applicant states the reason for the zoning map amendment is to provide flexibility to allow several different types of uses to occur simultaneously at the former Pontiac Central location. They propose a skilled trades training school, office use, research facilities, and small assembly or fabrication type uses. The MUD zone district allows these types of uses.

The proposed rezoning will allow an adaptive reuse project for the building, which was closed in 2009. The proposed repurposing of the building has potential to generate jobs and tax revenue for the City. The 2014 Future Land Use Plan for the subject parcel is shown as Civic-Public Use. This land use designation includes civic, municipal, and government uses. The proposed MUD zone is not specifically compatible with the designated future use plan. However, it should be noted that the recognized and designated Civic Center area for Pontiac is the City Hall and Public Safety Building complex. In this case, a zoning map amendment appears to be a reasonable request as it allows greater flexibility for development at the former Pontiac Central location.

Recommendation:

To approve the proposed Zoning Map Amendment request for PF-16-16, 300 W. Huron Street from R-1, One-Family Dwelling and R-3, Multiple-Family Dwelling district to MUD, Mixed Use District and to recommend approval to the Mayor and City Council subject to:

1. Compliance with building code, fire code, water resource, and city engineering requirements for construction at the site.
2. Compliance with any Site Plan Review and Special Exception Permit standards.
3. Compliance with all Pontiac business licensing requirements.
CITY OF PONTIAC
ORDINANCE NO. xxxx

AN ORDINANCE TO AMEND APPENDIX B, OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC TO AMEND ARTICLE 2, ZONING DISTRICTS AND PERMITTED USES, SECTION 2.103, ZONING MAP, TO CHANGE THE ZONING DISTRICT CLASSIFICATIONS FOR A SPECIFIC PARCEL ID NUMBER 14-29-332-003 AT THE NORTHWEST CORNER OF STATE STREET AND WEST HURON STREET FOR REZONING.

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments.

Appendix B of the Code of Ordinances, Article 2, Zoning Districts and Permitted Uses, Section 2.103, the Zoning Map of the City of Pontiac, is amended to CHANGE THE ZONING DISTRICT CLASSIFICATION FROM R-1 ONE FAMILY DWELLING and R-3 MULTIPLE FAMILY DWELLING DISTRICT TO MUD MIXED-USE DISTRICT AND ALLOW THE USES PERMITTED IN THAT ZONE DISTRICT FOR PARCEL IDENTIFICATION NUMBER 14-29-332-003 LEGALLY DESCRIBED AS:

T3N, R10E, SEC 29 ASSESSOR'S PLAT NO 126 LOTS 1 TO 33 INCL, ALSO ALL OF VAC WASHINGTON ST LYING W OF SWLY LINE OF STATE ST & ELY OF ELY LINE OF PRALL ST, ALSO LOTS 1 TO 44 INCL OF "CLOSE'S SUB." EXC THAT PART OF LOTS 1 TO 3 LYING SLY OF LINE BEG AT PT ON W LOT LINE OF LOT 3 LOC NLY 25 FT FROM SW LOT COR, TH NELY TO PT OF ENDING AT NE COR OF SD LOT 3, ALSO EXC NELY 5 FT OF LOT 3, ALSO EXC SLY 25 FT OF LOTS 1 TO 12 INCL, ALSO EXC SLY 15 FT OF LOTS 13 TO 18 INCL 3-19-98 FR 002

Section 2. Severability.
If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Saving Clause.
A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

Section 4. Repealer.
All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 5. Publication.
The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 6. Effective Date.
This Ordinance shall be effective ten days after date of adoption by the City Council.
City of Pontiac
Department of Planning

Date: May 11, 2016

To: Honorable Mayor and City Council

From: Derek Dowdell
Assistant Planner

Through: Jane Bais-Disessa, Deputy Mayor

Re: 431 and 425 N. Perry Rezoning Recommendation from Planning Commission

Background:
At their May 4, 2016 meeting, the Planning Commission held a public hearing and reviewed an application for a Rezoning request, case number PF-16-26, 431 and 425 N. Perry, two residential (R-2) lots. During the public hearing, several residents voiced their support for the rezoning request. No additional comments were received. Following the public hearing, the Planning Commission moved to recommend the Rezoning application for PF-16-26 to the Mayor and City Council based on Section 6.804 of the Zoning Ordinance.

City Council Action Requested
In accordance with Section 6.802 of the Zoning Ordinance, the standard procedure for Rezoning is a public hearing and review by the Planning Commission with a recommendation for action to the City Council. As stated, the recommendation from the Planning Commission is approval of the Rezoning request. The motion was approved on May 4, 2016.

The recommended rezoning for the properties is approval at 431 and 425 N. Perry St. to commercial, with the remaining lots to be conditionally rezoned commercial from R-2, One-Family and Terrance Family Dwelling to C-1, Local Business District. The vacant properties are located on the Westside of N. Perry St. near the Southwest corner of N. Perry St. and Chamberlain St.

The applicant proposes the rezoning of two vacant parcels for the purpose of developing the area. The applicant would like to create a parking lot for his store at 441 N. Perry Street. A map detailing the proposed zoning map amendment of the parcel is attached for review. The Planning Commission department report for the rezoning application is attached as well.

The purpose of this correspondence is to introduce the proposed ordinance, which has been reviewed and approved by the Deputy Mayor. Upon introduction, the Clerk shall distribute a copy to each Council member and to the Mayor, and shall file a reasonable number of copies in the office of the Clerk and such other public places as the Council may designate, and shall publish a summary of the proposed ordinance in a newspaper of general circulation in the City together with a notice of the time and place for consideration by the Council.
At the first meeting, the Council should pass a resolution setting a time and place for consideration of this proposed ordinance.

At the meeting where the proposed ordinance is considered, City Council is requested to adopt the following resolution:

Whereas, on May 4, 2016, the Planning Commission held a public hearing and reviewed an application for rezoning of 431 and 425, N. Perry St., the vacant properties are located on the Westside of N. Perry St. near the Southwest corner of N. Perry St. and Chamberlain St.; and,

Whereas, on May 4, 2016, the Pontiac Planning Commission recommended that properties 431 and 425 N. Perry, One-Family and Terrace Family Dwelling be rezoned; and,

Whereas, the Planning Commission finds that the proposed rezoning application appears to meet the approval criteria from Section 6.804 of the Zoning Ordinance; and

Now, therefore, be it resolved, that the Pontiac City Council accepts the recommendation of the Pontiac Planning Commission and adopts:

AN ORDINANCE TO AMEND APPENDIX B, OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC TO AMEND ARTICLE 2, ZONING DISTRICTS AND PERMITTED USES, SECTION 2.103, ZONING MAP, TO CHANGE THE ZONING DISTRICT CLASSIFICATIONS FOR SPECIFIC PARCEL ID NUMBERS 14-28-103-018 AND 14-28-103-019 AT THE SOUTHWEST CORNER OF N. PERRY STREET AND CHAMBERLAIN STREET FOR REZONING.
City of Pontiac
Department of Planning

Date: April 27, 2016

To: PLANNING COMMISSION

From: Derek Dowdell, Assistant Planner

Re: PF-16-26; 431,425,421,413 N. Perry St.; Zoning Map Amendment

HEARING DATE: May 4, 2016

PROPERTY DESCRIPTION: 431,425,421,413 N. Perry St., the vacant properties are located on the Westside of N. Perry St. near the Southwest corner of N. Perry St. and Chamberlain St.

APPLICANT and PROPERTY OWNER: Justin Yono

REQUEST: Zoning Map Amendment R-2, Two-Family Dwelling to C-1, Local Business district

LEGAL DESCRIPTION: Sidwell # (s) 14-28-103-018, 14-28-103-019, 14-28-103-020, 14-28-103-021

ZONING CLASSIFICATION:
Subject Property: C-1, Local Business

EXISTING LAND USE: R-2, Two-Family Dwelling

PROPOSED LAND USE: Commercial parking, Future development

Relationship to Pontiac Master Plan (Future Land Use Map)
Subject parcels: Traditional Neighborhood Residential
Adjacent: Neighborhood Commercial (North), Neighborhood Commercial /Traditional Neighborhood Residential (East), Traditional Neighborhood Residential (South), Traditional Neighborhood Residential (West)

Surrounding Existing Use and Zoning:

North: R-1, One Family; C-1, Local Business
South: R-2, Two Family and Terrace Family; R-1, One Family Dwelling
East: C-1, Local Business; R-1, One Family
West: R-2, Two Family and Terrace Family; R-1, One Family Dwelling

Zoning Ordinance Minimum Lot Requirements:

C-1, Local Business

Min Lot Area: 2,000 sq. ft.
Min Lot Width: 20 ft.


City of Pontiac
Department of Planning

2014 Master Plan Update

The area for the proposed zoning map amendment has been designated by the 2014 Master Plan Update and Future Land Use Map as Traditional Neighborhood Residential. The Traditional Neighborhood Residential and the provisions are listed here below:

This land use category is intended to plan for traditional patterns of urban neighborhoods. These areas allow a range of building styles and guidelines seek to replicate Pontiac’s traditional neighborhood development pattern.

Buildings within this category include two and three-story duplexes and tri-plexes, row houses (attached townhouses), two-story quad-plex apartments and detached single family homes on a wide range of lot sizes. This designation includes most of the City’s traditionally single-family neighborhoods.

These neighborhoods are meant to be built to a human scale and to prioritize people (pedestrians and bicycles). Historically, these neighborhoods were anchored by a school or a park. A range of community uses have replaced the traditional anchors and flexibility is encouraged to allow for community-generated development to create new anchors or anchor institutions.

Maximum Building Height: 36 feet

Parking:
Garages should not protrude beyond the front façade of the building, and should be located in rear or side yards or as detached buildings in the rear of the main dwelling. Garages may be accessible from a service alley. The building form and setbacks should reflect the surrounding block. Lawn areas are unsuitable for parking.

Front Porches:
Unenclosed front porches should be allowed to encroach into the front yard setback area.

Uses: Only residential and civic uses are permitted in the TNR areas. Attached Single family residential buildings (up to 3 attached units) will be permitted where such use does not adversely impact the established character of the neighborhood.

Appearance and Materials:

Roof forms and building materials should be compatible with the existing architectural character of the neighborhood.

The 2014 Master Plan allows for a greater flexibility than the previous master plan use designation. The Planning Commission may wish to consider this 2014 Master Plan when deciding this use designation rezoning request.
Department Comments/Conditions:

Department of Building: No comments or conditions received.

Water Resources Comm: No Comments or Conditions received.

Fire Department: No Comments or Conditions received.

Engineering Department: Plans must be submitted directly to Engineering for review.

Building Department: No Comments or Conditions received.

Section 6.804- Criteria for Amendment:

In considering any petition for an amendment to the official zoning map, the Planning Commission and City Council shall consider any of the following criteria that apply to the application in making findings, recommendations, and a decision. The Planning Commission and City Council may also take into account other factors or considerations that are applicable to the application but are not listed below.

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 proposed amendment is not consistent with the 2014 Master Plan’s goals and objective which designates the area as Traditional Neighborhood Residential.

B. Compatibility of the site’s physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district. Proposed amendment may meet the criterion.

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. It is quite possible that the applicant can receive a reasonable return on the property. It is the desire of the applicant to create additional parking for his store located at the northwest corner of N. Perry St. and Chamberlain St. (441 N. Perry St.) with development of the remaining lots at a future time.

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 proposed amendment may meet the criterion. Properties to the northwest and the southeast of the proposed amendment are currently zoned C-1 district.
E. The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City. This proposed amendment may meet the criterion.

F. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. This proposed amendment may meet the criterion.

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. Proposed amendment may meet the criterion.

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. This proposed amendment meets the criterion.

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. This proposed amendment meets the criterion. Amending the list of permitted uses is not the appropriate in this case.

J. The requested rezoning will not create an isolated or incompatible zone in the neighborhood. The proposed amendment meets the criterion. The rezoning would not create an isolated or incompatible neighborhood.

PLANNING ANALYSIS:

The applicant is requesting the rezoning of four vacant parcels for the purpose of developing the area. The first phase of development would be to create a parking lot for the applicant's store at 441 N. Perry Street and in a second phase, he would develop the other parcels at future time.

The 2014 Future Land Use Plan identifies the subject parcels as Traditional Neighborhood Residential. This land use category is intended to plan for traditional patterns of urban neighborhoods. These neighborhoods are meant to be built to a human scale and to prioritize people (pedestrians and bicycles).

The proposed C-1, Local Business land use designation allows for smaller scale commercial development that is designed to serve the needs of the surrounding neighborhood, currently there is C-1 zoning to the North and Southeast of the parcels the applicant wishes to rezone. The proposed use is reasonably compatible with the type of uses in the area and along N. Perry St., but the rezoning does not relate the vision of the 2014 Future Land Use Plan.
RECOMMENDATION:

To consider under what conditions the proposed re-zoning request for PF-16-26 (431,425,421,413 N. Perry St.) from R-2, Two Family and Terrace Family Dwelling District to C-1 Local Business District would be approved and recommend action by the Mayor and City Council.

To consider the Zoning Map Amendment for PF 16-21(431,425,421,413 N. Perry St.) and consider a recommendation to the Mayor and City Council, subject to the following conditions listed:

1. Final approval of a Zoning Map amendment by City Council at a future date.
2. Rezoning tied to specific site plan.
3. Compliance with all required permits and requirements; Building code, fire and City of Pontiac business licensing.

OR,

To deny the Zoning Map Amendment request for PF-16-26 (431,425,421,413 N. Perry St.) as the proposed zoning amendment does not meet the approval criteria from Section 6.804.
Parcels
14-28-103-018
14-28-103-019
14-28-103-020
14-28-103-021

City of Pontiac
Department of Planning

FUTURE LAND USE MAP (N. Perry St. Area)
CITY OF PONTIAC
ORDINANCE NO. xxx

AN ORDINANCE TO AMEND APPENDIX B, OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC TO AMEND ARTICLE 2, ZONING DISTRICTS AND PERMITTED USES, SECTION 2.103, ZONING MAP, TO CHANGE THE ZONING DISTRICT CLASSIFICATIONS FOR SPECIFIC PARCEL ID NUMBERS 14-28-103-018 AND 14-28-103-019 AT THE SOUTHWEST CORNER OF N. PERRY STREET AND CHAMBERLAIN STREET FOR REZONING.

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments.


14-28-103-018
T3N, R10E, SEC 28 ASSESSOR'S PLAT NO. 24 LOT 1 EXC THAT PT LYING SELY OF THE NWLY LI OF PERRY ST AS NOW LAID OUT & EST

14-28-103-019
T3N, R10E, SEC 28 ASSESSOR'S PLAT NO. 24 LOT 2 EXC THAT PT LYING SELY OF THE NWLY LI OF PERRY ST AS NOW LAID OUT & EST

Section 2. Severability.

If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Saving Clause.

A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

Section 4. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.
Section 5. Publication.

The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 6. Effective Date.

This Ordinance shall be effective ten days after date of adoption by the City Council.
Disclaimer: The information provided hereon has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.
AGREEMENTS
Memorandum

To: Honorable Mayor and City Council

From: Terry King, Director of Public Works

Through: Jane Bais-DiSessa, Deputy Mayor

Date: May 25, 2016

Re: Tree Trimming and Tree & Stump Removal Services

The City advertised for bids for Tree Trimming and Tree & Stump Removal. The bid prices were submitted for a period of one (1) year.

A contract, for the 2016 tree trimming season, will be issued for one (1) year, with options for extending the contract for two additional years, in one year increments, to Trees & Company. A one (1) year contract for the 2016 trimming season, with the bid prices for 2016, falls within budgeted amounts. The price breakdown is as follows:

<table>
<thead>
<tr>
<th>Tree &amp; Company</th>
<th>Tree removal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1&quot; - 10&quot;</td>
</tr>
<tr>
<td>$</td>
<td>40.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stump removal</th>
</tr>
</thead>
<tbody>
<tr>
<td>10&quot; - 20&quot;</td>
</tr>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other services</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 person crew</td>
</tr>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

As lowest qualified bidder, the issuance of a contract for one (1) year is being requested.

If Council approves, please pass the following resolution:

WHEREAS, the City of Pontiac is in need of a contractor to perform tree trimming and tree & stump removal services throughout the City; and,

WHEREAS, the City solicited bids for this project; and,

WHEREAS, the lowest qualified bidder is a Pontiac based company, and is a minority based company, and is being recommended for a contract; and,

WHEREAS, the contract will be granted for a one (1) year, with an option of extending the contract for two additional years, in one year increments, following the bid prices for 2016;

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council grants the one (1) year contract, with the option of extending the contract for an additional two years, for tree trimming and tree & stump removal services to Trees & Company as presented.
DATE: June 7, 2016

TO: Honorable Mayor and City Council

FROM: Nevrus P. Nazarko, CPA
Finance Director

THROUGH: Jane Bais DiSessa-Deputy Mayor

SUBJECT: Purchase of computers and servers from IT.

In the current year 2015-2016 budget, the appropriations include the replacement of most of the city's desktops. The need was identified during the budget process last year, and subsequently approved as part of overall appropriations. IT department determined that most of the City's desktops are more than 5 years old and as such in need of replacement to improve the efficiency and make them compatible with the latest software and upgrades. Moreover, we have a need to replace the SQL server (the server that holds all of our financial, tax and permits software through BS&A). The reason we need to replace the SQL server that houses the BSA modules, is that the current server is no longer compatible with the County to receive databases. The Server is currently 2008 version R2 and this is also becoming end of life support for Microsoft so updates and patching will no longer be deployed. With the opportunity we currently have we would be able to purchase the upgrade to 2012 Enterprise which the County currently uses. We will also receive the rights to 2014 so when the County in turn upgrades again we will be ready to receive these upgrades at no additional cost or need to replace the server.

Based on the points above, I recommend the approval to purchase 77 desktops and the SQL server (with 4 processors) as outlined in the attached RFP and bid tabulation.
Whereas the City of Pontiac IT department has identified the need to replace most of the city’s old desktops and the SQL server that hosts the BS&A software and,

Whereas, the amount needed to replace the computers and the server is fully budgeted in the 2015-2016 fiscal year budget and,

Whereas, the RFP that was administered by the City’s purchasing department received 9 responses for the computer purchase and 4 responses on the server purchase and,

Now therefore, the City Council of the City of Pontiac approves the purchase of the 77 desktop computers across the departments for a total price of $43,505 and the SQL server for a price of $18,700 from PCM Sales Inc., per the recommendation of the City’s finance department and authorizes the IT/Finance department to sign the purchase order to facilitate the transaction.

Please let me know if you have additional questions or need further information.

Nevrus P. Nazarko
Finance Director
REFERRAL/RECOMMENDATION FORM

DATE: MAY 31, 2016

TO: Nevrus Nazarko, Finance Director

FROM: Michelle L. McKenzie, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

___ City Council  ___ Bid Approval  ___ Budget Approval  ___ Cancelled  ___ Other

Bid Analysis and Recommendation for ___________________________

The following bid is attached:

Your Recommendations of a bidder are to be located in the space provided in the “Remarks” section on the next page of this form. Do not submit your recommendation on any other.

RFP: _____ 77 Desktop Computers

REMARKS: After a competitive process and a public bid opening, it is recommended

that PCM Sales, Inc. be awarded the Desktop Computer bid.

Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.

Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.

Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.

Recommendations for bids over $10,000.00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the “City of Pontiac Authorized Signature Record”.

1
## Preliminary Bid Tabulation

<table>
<thead>
<tr>
<th>Bidders Name/Company</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Corrected or Adjusted Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDW-Government LLC</td>
<td>$672.00</td>
<td>$51,744.00</td>
<td></td>
</tr>
<tr>
<td>Ditex Inc.</td>
<td>$574.79</td>
<td>$44,258.83</td>
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<tr>
<td>Zones, Inc.</td>
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<td>$50,767.64</td>
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<tr>
<td>SHI International Corp</td>
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<td>$46,825.24</td>
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<td>Office Depot, Inc.</td>
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<tr>
<td>Saitech, Inc.</td>
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<td>$44,379.72</td>
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</tr>
<tr>
<td>Unitek Computer Stores</td>
<td>$679.13</td>
<td>$55,293.57</td>
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<tr>
<td>Howard Technology Solutions</td>
<td>$718.00</td>
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<td></td>
</tr>
<tr>
<td>PCM Sales, Inc.</td>
<td>$565.00</td>
<td>$43,505.00</td>
<td></td>
</tr>
</tbody>
</table>

**Name/Work Activity:** 77 Desktop Computers  
**City of Pontiac**

**Date/Time:** 5/27/16 @ 1:30 PM  
47450 Woodward Ave.  
Pontiac, MI 48342

**Witness:** Michelle McKenzie  
**Witness:** Josh Ostlund  
**Opened by City Clerk:** Annette Wesley
Financial Services – Purchasing Division

NOTICE

Thank you for your inquiry regarding the City of Pontiac project listed below:

**Computer Desktops**

If your firm plans to bid on this project, please send an e-mail response to MMcKenzie@pontiac.mi.us with the following information:

- Firm Name: ____________________________
- Project Name: __________________________
- Firm’s Contact Person: __________________
- Telephone Number: ______________________
- Fax Number: ____________________________
- E-Mail Address: __________________________
- Postal Address: __________________________

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.
1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the Computer Desktops will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 1:30 PM, Friday, May 27, 2016, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as “Computer Desktops”, and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI 48342.

Bids will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder’s entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

Unit Prices must include delivery. Delivery charges MUST be factored into the cost and will not be allowed to be billed separately.

1.2 Examination of Bid Documents

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

1.3 Withdrawal of Bids

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

1.4 Bid Form

Each bid shall be made on the form provided, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Alternate written proposals will not be accepted.
The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

2.2 Non-Discrimination

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

2.3 Indemnification

To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; or, (ii) is caused in whole or in part by any act or omission of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers’ compensation acts, disability benefit acts, or other employee benefit acts. Insurance coverage required of the Bidder constitutes the minimum requirements and those
2.7 **Compensation and Payment**

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

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

**Original invoice must** be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

2.8 **General Conditions**

It is the responsibility of the Bidder to review General Conditions as specified.

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection. All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

2.9 **Quotations/Proposals**

Bidders **MUST** submit an original and one copy, of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

2.10 **Minor Deviations**

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.
Change shall be sent to: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342.

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

2.12 Performance Bond

A two thousand dollar ($2,000.00) performance bond is required.

2.13 Payment Bond

No payment bond shall be required unless the City agrees to subcontract.

2.14 Maintenance and Guarantee Bond

A maintenance and guarantee bond is not required.

2.15 Subcontracting

The City of Pontiac will not allow subcontracting for this agreement. All persons working on this project shall be employees of the Bidder as defined by law.

3. DESCRIPTION OF WORK

3.1. GENERAL

The City of Pontiac is looking for a company to supply the City with 77 desktop computers. The City of Pontiac requires the specified computer hardware to support the daily operations and administrative needs of the City Offices. This equipment will replace and upgrade the systems currently in use.

3.2 SCOPE OF WORK

Due to the nature of this RFP, several items have been specified with specific brands which are commercially available from a large marketplace of distributors. This has been done to ensure compatibility with other systems and established help desk resources. Preference will be given to these specified brands and model numbers.
3.3 NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor without prior written consent of the City.

3.4 CITY RULES

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

3.5 TERM OF CONTRACT

The term of the Contract is items are to be delivered by June 30, 2016. The invoice will also reflect a delivery date of June 30, 2016 or before. At the end of the term of the agreement, the City shall not extend the Contract. City has right to break agreement with 30 days’ notice.

3.6 PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

THIS ENDS THE ABOVE SECTION
FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT
Related Project Experience:

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last two (5) years:

1) Project Title: __________________________________________

Project Location: _______________________________________

Client’s name: __________________________________________

Contact name, title, and telephone number: __________________

2) Project Title: __________________________________________

Project Location: _______________________________________

Client’s name: __________________________________________

Contact name, title, and telephone number: __________________

3) Project Title: __________________________________________

Project Location: _______________________________________

Client’s name: __________________________________________

Contact name, title, and telephone number: __________________

If you require more room, please submit information on another sheet.
CONTRACT FOR [TYPE OF SERVICE]

1) **Parties.** The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and [NAME OF CONTRACTOR] hereinafter called the "Contractor".

2) **Purpose.** The purpose of this contract is for the City to engage the Contractor to provide [TYPE OF SERVICE] to the City (see Scope of Services below).

3) **Scope of Services.** The Contractor will provide all labor, materials, supplies, equipment and supervision to perform [TYPE OF SERVICE] in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

4) **General Terms and Conditions.** This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).

5) **Consideration.** As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

   [INSERT PAYMENT TERMS PER CONTRACT]

6) **Period of Performance.** This contract will become effective for the period beginning [TIME PERIOD], with [ANY RENEWAL OPTIONS] upon the approval and signature of the parties hereto.

7) **Method of Payment.** Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

8) **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

9) **Compliance with Laws.** The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.
EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide [TYPE OF SERVICE].

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work.

[INSERT SPECIFICS OF RFP HERE]
6) **Insurance.** The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:

a) **Workers’ Compensation Insurance.** The Contractor shall procure and maintain during the life of this contract, Workers’ Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of $100,000 each accident for any employee.

b) **Commercial General Liability Insurance.** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $2,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.

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

d) **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers.

e) **Cancellation Notice:** All policies described above shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.

f) **Proof of Insurance Coverage:** The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.

g) **Expiration of Policies:** If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.
certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

8) **Disclosure of confidential information.** In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.

9) **Exceptions to confidential information.** The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party’s prior written consent.

10) **Default.** If the Contractor:

a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City’s progress schedule, as it may be modified:

b) Causes stoppage or delay of, or interference with, the project;

c) Fails to promptly pay its employees for work on the project;

d) Fails to pay worker’s compensation or other employee benefits, withholding or any other taxes;

e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;

f) Makes unauthorized changes in supervisory personnel;

g) Fails in performance or observance of any of the provisions of the contract;

h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City’s claims against the Contractor under this contract.

13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the “force majeure events”). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.

14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys’ fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City’s sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City’s concurrence, which the City shall not unreasonably withhold.

15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City,
Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

20) **Priority.** The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

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

22) **Record retention and access to records.** Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor’s books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

23) **Recovery of money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

24) **Right to audit.** The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent
shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet
or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

34) **Taxes and Contributions.** The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

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

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

   c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.

   d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

35) **Bonds.** The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.
REFERRAL/RECOMMENDATION FORM

DATE: MAY 31, 2016

TO: Nevrus Nazarko, Finance Director

FROM: Michelle L. McKenzie, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

<table>
<thead>
<tr>
<th>City Council</th>
<th>Bid Approval</th>
<th>Budget Approval</th>
<th>Cancelled</th>
<th>Other</th>
</tr>
</thead>
</table>

Bid Analysis and Recommendation for:

---

The following bid is attached:

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Your Recommendations of a bidder are to be located in the space provided in the “Remarks” section on the next page of this form. Do not submit your recommendation on any other.

RFP: SQL Server(s)

REMARKS: After a competitive process and a public bid opening, it is recommended that PCM Sales, Inc. be awarded the SQL Server(s) bid.

---

Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.

Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.

Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.

Recommendations for bids over $10,000.00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the “City of Pontiac Authorized Signature Record”.

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1
## Preliminary Bid Tabulation

<table>
<thead>
<tr>
<th>Bidders Name/Company</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Corrected or Adjusted Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHI International Corp.</td>
<td>$9,369.44</td>
<td>$18,733.88</td>
<td>$18,738.88</td>
</tr>
<tr>
<td>Hypertec USA, Inc.</td>
<td>$9,283.22</td>
<td>$18,566.44</td>
<td></td>
</tr>
<tr>
<td>Zones, Inc.</td>
<td>$9,718.96</td>
<td>$19,437.92</td>
<td></td>
</tr>
<tr>
<td>PCM Sales, Inc.</td>
<td>$9,350.00</td>
<td>$18,700.00</td>
<td></td>
</tr>
</tbody>
</table>

**Name/Work Activity:** SQL Server(s)  
**City of Pontiac**

**Date/Time:** 5/27/16 @ 2:00 PM  
47450 Woodward Ave.  
Pontiac, MI 48342

**Witness:** Michelle McKenzie  
**Witness:** Josh Ostlund  
**Opened by City Clerk:** Annette Wesley
Thank you for your inquiry regarding the City of Pontiac project listed below:

**SQL SERVER**

If your firm plans to bid on this project, please send an e-mail response to MMcKenzie@pontiac.mi.us with the following information:

- Firm Name: _____________________________
- Project Name: __________________________
- Firm’s Contact Person: ___________________
- Telephone Number: ______________________
- Fax Number: _____________________________
- E-Mail Address: __________________________
- Postal Address: __________________________

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.
1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the SQL Server will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 p.m. Friday, May 27, 2016, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as “SQL Server”, and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI. 48342.

Bids will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder’s entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

1.2 Examination of Bid Documents

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

1.3 Withdrawal of Bids

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

1.4 Bid Form

Each bid shall be made on the form provided, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Alternate written proposals will not be accepted.
Non-Discrimination

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

2.2 Indemnification

To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; or, (ii) is caused in whole or in part by any act or omission of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder’s own cost and expense any
a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
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The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

2.10 Bonds and Insurance

Receipt of bonds and/or insurance is part of the process of determining which bidder may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator Does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.
**Proof of Insurance Coverage:** The Contractor shall provide the City of Pontiac, at the time the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

2.11 **Performance Bond**

A twenty-five hundred dollar ($2,500.00) performance bond will be required upon execution of an agreement.

2.12 **Payment Bond**

No payment bond shall be required unless the City agrees to subcontract.

2.13 **Maintenance and Guarantee Bond**

No maintenance and guarantee bond shall be required.

2.14 **Subcontracting**

The City of Pontiac will not allow subcontracting for this agreement. All persons working on this project shall be employees of the Bidder as defined by law.

3. **DESCRIPTION OF SERVICES**

3.1. **GENERAL**

The City of Pontiac is seeking a qualified bidder to supply the City of Pontiac computer server equipment.

No subsequent adjustment in proposed price will be allowed because of Contractor's failure to understand the nature or scope of the work.

The Scope of Work shall include, but not be limited to providing an SQL Server. The successful bidder shall demonstrate past experience in computer hardware sales for at least two years.

Contractor shall comply with all applicable O.S.H.A and M.I.O.S.H.A laws and regulations. The Contractor shall furnish the necessary personnel for the services to be provided hereunder, such personnel to be employees of Contractor. Contractor shall provide the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.
FORM OF PROPOSAL

To: City of Pontiac, Michigan  

To All Here Present:

Having carefully examined the specifications of the proposed equipment, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

NOTE: This proposal is solicited on a unit price and lump sum basis for equipment.

THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.

<table>
<thead>
<tr>
<th>Microsoft Equipment</th>
<th>Quantity</th>
<th>Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SQL Server Enterprise Core License 2</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The server version is 2014 with</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>downgradable to 2012</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please list any additional costs:

________________________

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM: (if issued)

Addendum # Dated

Addendum # Dated
CONTRACT FOR [TYPE OF SERVICE]

1) **Parties.** The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and [NAME OF CONTRACTOR] hereinafter called the "Contractor".

2) **Purpose.** The purpose of this contract is for the City to engage the Contractor to provide [TYPE OF SERVICE] to the City (see Scope of Services below).

3) **Scope of Services.** The Contractor will provide all labor, materials, supplies, equipment and supervision to perform [TYPE OF SERVICE] in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

4) **General Terms and Conditions.** This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit “A” below) and Additional Terms and Conditions (see Exhibit “B” below).

5) **Consideration.** As consideration for the performance of the services referenced in the Scope of Services (see Exhibits “A” & “B” below), the City agrees to compensate the Contractor as follows:

   [INSERT PAYMENT TERMS PER CONTRACT]

6) **Period of Performance.** This contract will become effective for the period beginning [TIME PERIOD], with [ANY RENEWAL OPTIONS] upon the approval and signature of the parties hereto.

7) **Method of Payment.** Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

8) **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

9) **Compliance with Laws.** The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.
EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide [TYPE OF SERVICE].

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work.

[INSERT SPECIFICS OF RFP HERE]
Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.

6) **Insurance.** The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:

   a) **Workers’ Compensation Insurance.** The Contractor shall procure and maintain during the life of this contract, Workers’ Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of $100,000 each accident for any employee.

   b) **Commercial General Liability Insurance.** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent: (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.

   c) **Motor Vehicle Liability.** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

   d) **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be **Additionally Insured:** The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. Coverage maintained by contractor shall be primary over any other insurance carried by the City of Pontiac.

   e) **Cancellation Notice:** All policies described above shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.

   f) **Proof of Insurance Coverage:** The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.

9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party’s prior written consent.

10) Default. If the Contractor:

   a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City’s progress schedule, as it may be modified:

   b) Causes stoppage or delay of, or interference with, the project;

   c) Fails to promptly pay its employees for work on the project;

   d) Fails to pay worker’s compensation or other employee benefits, withholding or any other taxes;

   e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;

   f) Makes unauthorized changes in supervisory personnel;
11) **Failure to enforce.** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

12) **Final payment.** Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City’s claims against the Contractor under this contract.

13) **Force majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the “force majeure events”). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.

14) **Indemnification.** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys’ fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City’s sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City’s concurrence, which the City shall not unreasonably withhold.
Contractor’s internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

20) **Priority.** The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

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

22) **Record retention and access to records.** Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor’s books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

23) **Recovery of money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

24) **Right to audit.** The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after
under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b) Contractor’s Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably
constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

34) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

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

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

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

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

c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.

d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.
PUBLIC HEARING
ORDINANCES
Ordinance No. 2xxx

An Ordinance to appropriate the sums of money necessary to meet the expenditures set forth in the budget recommended for the operation of the City of Pontiac, Michigan; to defray the debts, expenditures, and liabilities of said City for the fiscal year beginning the first day of July, 2016.

Whereas, the proposed General Appropriations Act is required to be effective July 1, 2016 so the City can legally operate.

The City of Pontiac Ordains:

Section 1. Title.
This ordinance shall be known as the City of Pontiac 2016-2017 General Appropriations Act.

Section 2. Public Hearing on the Budget.
Pursuant to MCLA 141.412 and .413, notice of a public hearing on the proposed budget was published in The Oakland Press, a newspaper of general circulation on Saturday, June 4, 2016 and a public hearing on the proposed budget was held on Thursday, June 9, 2016.

Section 3. Millage Levy, Administration Fee, and Penalties.
The City Council for the City of Pontiac shall cause to be levied and collected the general property tax on all real and personal property within the City upon the current tax roll an allocated millage of 11.2737 operating; 1.4091 capital improvement; 2.8183 sanitation; .5000 senior services. The City Treasurer is hereby authorized to impose a one percent (1%) property tax administration fee for all property taxes due, and a late penalty charge when applicable, in conformance with Section 44 of Public Act 206 of 1893.

Section 4. Adoption of budget by Function.
The City Council of the City of Pontiac adopts the 2016-2017 fiscal year budgets for the various funds by function. City officials responsible for the expenditures authorized in the budget may expend City funds up to, but not to exceed, the total appropriation authorized for each function.

Section 5. Payment of Bills.
Pursuant to the Local Financial Stability and Choice Act and the Accounting Procedures Manual for Local Governments in Michigan, all claims (bills) against the City shall be, approved by the Finance Director of the City of Pontiac prior to being paid.

Section 6: Estimated Revenues and Expenditures--Estimated total revenues and expenditures, including transfers in and out and other sources, for the various funds of the City of Pontiac beginning July 1, 2016 are:
<table>
<thead>
<tr>
<th>Fund Number</th>
<th>Fund</th>
<th>Revenues/Other</th>
<th>Expenditures/Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>General</td>
<td>$31,218,034.00</td>
<td>$33,024,480.00</td>
</tr>
<tr>
<td>150</td>
<td>Cemetery Perpetual Care Fund</td>
<td>$250,000.00</td>
<td>$75,000.00</td>
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<tr>
<td>202</td>
<td>Major Street</td>
<td>$4,789,588.00</td>
<td>$8,849,652.00</td>
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<tr>
<td>203</td>
<td>Local Street</td>
<td>$2,701,961.00</td>
<td>$2,704,487.00</td>
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<tr>
<td>212</td>
<td>Senior Activities</td>
<td>$298,116.00</td>
<td>$315,550.00</td>
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<td>213</td>
<td>Chapter 20 Drain</td>
<td>-</td>
<td>$100,000.00</td>
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<tr>
<td>226</td>
<td>Sanitation Fund</td>
<td>$3,851,395.00</td>
<td>$4,175,581.00</td>
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<tr>
<td>231</td>
<td>Cable</td>
<td>$152,000.00</td>
<td>$134,900.00</td>
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<td>239</td>
<td>TIFA District 2</td>
<td>$573,570.00</td>
<td>$573,570.00</td>
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<td>240</td>
<td>TIFA District 3</td>
<td>$1,766,644.00</td>
<td>$1,768,644.00</td>
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<td>243</td>
<td>Brownfield Redevelopment Authority</td>
<td>$33,220.00</td>
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<tr>
<td>249</td>
<td>Building Department</td>
<td>$1,953,002.00</td>
<td>$1,953,002.00</td>
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<tr>
<td>265</td>
<td>Drug Enforcement</td>
<td>$40,000.00</td>
<td>$68,000.00</td>
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<td>276</td>
<td>District Court</td>
<td>$2,647,946.00</td>
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<tr>
<td>280</td>
<td>Public Act 48</td>
<td>$190,000.00</td>
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<td>445</td>
<td>Capital Improvement</td>
<td>$1,629,155.00</td>
<td>$1,966,200.00</td>
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<td>585</td>
<td>Parking</td>
<td>$121,375.00</td>
<td>$2,821,519.00</td>
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<td>659</td>
<td>Insurance</td>
<td>$1,165,275.00</td>
<td>$1,502,775.00</td>
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<tr>
<td>677</td>
<td>Self-Insurance Wk Comp</td>
<td>$484,096.00</td>
<td>$489,323.00</td>
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with expenditure authorization by function as herein provided:

**General Fund -101**

**ESTIMATED REVENUES**

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<tr>
<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Taxes</td>
<td>18,661,993</td>
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<tr>
<td>Licenses and Permits</td>
<td>830,000</td>
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<tr>
<td>Federal Grants</td>
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<tr>
<td>State Grants</td>
<td>9,415,000</td>
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<td>Charges for Services</td>
<td>465,280</td>
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<td>Fines and Forfeits</td>
<td>164,000</td>
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<td>Interest and Rents</td>
<td>192,641</td>
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<tr>
<td>Other Revenue</td>
<td>1,249,120</td>
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<tr>
<td><strong>TOTAL ESTIMATED REVENUES</strong></td>
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<table>
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<tr>
<th>Source</th>
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<tbody>
<tr>
<td>Transfers In and Other Uses</td>
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**APPROPRIATIONS**

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<td>General Government</td>
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<tr>
<td>Public Safety</td>
<td>19,258,799</td>
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<td>Public Works</td>
<td>1,924,808</td>
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<td>Community and Economic Development</td>
<td>2,273,421</td>
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<td>Recreation and Culture</td>
<td>589,607</td>
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<td>Other Functions</td>
<td>1,773,627</td>
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<td><strong>TOTAL APPROPRIATIONS</strong></td>
<td><strong>30,211,578</strong></td>
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<table>
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<tbody>
<tr>
<td>Transfers Out and Other Uses</td>
<td>2,812,902</td>
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Appendix B, 2016-17 Proposed General Appropriations Ordinance, Page 2 of 10
<table>
<thead>
<tr>
<th></th>
<th>General Fund</th>
<th></th>
<th>Cemetery Perpetual Care Fund - 150</th>
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<th>Major Street Fund - 202</th>
<th></th>
<th></th>
<th>Local Street Fund - 203</th>
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<tr>
<td></td>
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<td>Estimated Beginning Fund Balance</td>
<td>11,596,773</td>
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<td>Estimated Ending Fund Balance</td>
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<tr>
<td></td>
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<td>Joined by</td>
<td>(1,806,446)</td>
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<td>Total Estimated Revenues</td>
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<td>Total Appropriations</td>
<td>75,000</td>
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<td>Estimated Ending Fund Balance</td>
<td>1,237,746</td>
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<td>1,230,451</td>
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<td></td>
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<td>Net of Revenues/Appropriations</td>
<td>1,471,000</td>
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<td></td>
</tr>
</tbody>
</table>

Appendix B, 2016-17 Proposed General Appropriations Ordinance, Page 3 of 10
### APPROPRIATIONS

| Public Works | 2,704,487 |
| Transfers Out and Other Uses | 0 |

**NET OF**

| Local Street Fund REVENUES/APPROPRIATIONS | (2,536) |
| Estimated Beginning Fund Balance | 2,739,615 |
| Estimated Ending Fund Balance | 2,737,079 |

### Senior Activities - 212

**ESTIMATED REVENUES**

| Taxes | 288,516 |
| Interest and Rents | 9,600 |
| Transfers In and Other Sources | 0 |

**TOTAL ESTIMATED REVENUES**

| 298,116 |

### APPROPRIATIONS

| Recreation and Culture | 315,550 |
| Transfers Out and Other Uses | 0 |

**NET OF**

| Senior Activities Fund REVENUES/APPROPRIATIONS | (17,434) |
| Estimated Beginning Fund Balance | 411,910 |
| Estimated Ending Fund Balance | 394,476 |

### Chapter 20 Drain Fund - 213

**ESTIMATED REVENUES**

| Taxes | 0 |
| Transfers In and Other Sources | 0 |

**TOTAL ESTIMATED REVENUES**

| 0 |

### APPROPRIATIONS

| Public Works | 100,000 |
| Transfers Out and Other Uses | 0 |

**NET OF**

| Chapter 20 Drain Fund REVENUES/APPROPRIATIONS | (100,000) |
| Estimated Beginning Fund Balance | 110,934 |
| Estimated Ending Fund Balance | 10,934 |
### Sanitation Fund - 226

**ESTIMATED REVENUES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>1,545,345</td>
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<tr>
<td>Charges for Services</td>
<td>2,305,000</td>
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<td>Interest and Rents</td>
<td>1,050</td>
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<td>Transfers In and Other Sources</td>
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**APPROPRIATIONS**

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<tr>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Public Works</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL APPROPRIATIONS</strong></td>
<td>4,175,581</td>
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<tr>
<td>Transfers Out and Other Uses</td>
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</tr>
<tr>
<td><strong>NET OF</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Sanitation Fund</strong> REVENUES/APPROPRIATIONS</td>
<td>(324,186)</td>
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<td>4,700,519</td>
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<td>Estimated Ending Fund Balance</td>
<td>4,376,333</td>
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### Cable Fund - 231

**ESTIMATED REVENUES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges for Services</td>
<td>152,000</td>
</tr>
<tr>
<td>Transfers In and Other Sources</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED REVENUES</strong></td>
<td>152,000</td>
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**APPROPRIATIONS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Government</td>
<td>134,900</td>
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<tr>
<td><strong>TOTAL APPROPRIATIONS</strong></td>
<td>134,900</td>
</tr>
<tr>
<td>Transfers Out and Other Uses</td>
<td></td>
</tr>
<tr>
<td><strong>NET OF</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cable Fund</strong> REVENUES/APPROPRIATIONS</td>
<td>17,100</td>
</tr>
<tr>
<td>Estimated Beginning Fund Balance</td>
<td>291,555</td>
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<td>Estimated Ending Fund Balance</td>
<td>308,655</td>
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</table>

### Tax Increment Financing Authority

**District 2 - 239**

**ESTIMATED REVENUES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>204,688</td>
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<tr>
<td>Charges for Services</td>
<td>38,000</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>330,882</td>
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<td>Transfers In and Other Sources</td>
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<tr>
<td><strong>TOTAL ESTIMATED REVENUES</strong></td>
<td>573,570</td>
</tr>
</tbody>
</table>

Appendix B, 2016-17 Proposed General Appropriations Ordinance, Page 5 of 10
**APPROPRIATIONS**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>573,570</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service</td>
<td>TOTAL APPROPRIATIONS</td>
<td>573,570</td>
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<tr>
<td>Transfers Out and Other Uses</td>
<td>NET OF REVENUES/APPROPRIATIONS</td>
<td>0</td>
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<tr>
<td><strong>Tax Increment Financing District 2 Fund</strong></td>
<td>Estimated Beginning Fund Balance</td>
<td>(1,134,622)</td>
</tr>
<tr>
<td></td>
<td>Estimated Ending Fund Balance</td>
<td>(1,134,622)</td>
</tr>
</tbody>
</table>

**Tax Increment Financing Authority District 3 - 240**

**ESTIMATED REVENUES**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>1,145,915</th>
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<tbody>
<tr>
<td>Taxes</td>
<td>TOTAL ESTIMATED REVENUES</td>
<td>1,768,644</td>
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<tr>
<td>Other Revenue</td>
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<td>622,729</td>
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<tr>
<td>Transfers In and Other Sources</td>
<td></td>
<td>0</td>
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**APPROPRIATIONS**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>1,768,644</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service</td>
<td>TOTAL APPROPRIATIONS</td>
<td>1,768,644</td>
</tr>
<tr>
<td>Transfers Out and Other Uses</td>
<td>NET OF REVENUES/APPROPRIATIONS</td>
<td>0</td>
</tr>
<tr>
<td><strong>Tax Increment Financing District 3 Fund</strong></td>
<td>Estimated Beginning Fund Balance</td>
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<td></td>
<td>Estimated Ending Fund Balance</td>
<td>89,130</td>
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</tbody>
</table>

**Brownfield Redevelopment Authority - 243**

**ESTIMATED REVENUES**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>33,220</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td>TOTAL ESTIMATED REVENUES</td>
<td>33,220</td>
</tr>
<tr>
<td>Transfers In and Other Sources</td>
<td></td>
<td>0</td>
</tr>
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**APPROPRIATIONS**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>33,220</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community and Economic Development</td>
<td>TOTAL APPROPRIATIONS</td>
<td>33,220</td>
</tr>
<tr>
<td>Transfers Out and Other Uses</td>
<td>NET OF REVENUES/APPROPRIATIONS</td>
<td>0</td>
</tr>
<tr>
<td><strong>Brownfield Redevelopment Authority Fund</strong></td>
<td>Estimated Beginning Fund Balance</td>
<td>63</td>
</tr>
<tr>
<td></td>
<td>Estimated Ending Fund Balance</td>
<td>63</td>
</tr>
</tbody>
</table>
### Building Department Fund - 249

**ESTIMATED REVENUES**
- Licenses and Permits: 1,825,100
- Charges for Services: 15,000
- Fines and Forfeits: 0

**TOTAL ESTIMATED REVENUES**: 1,840,100

**APPROPRIATIONS**
- Public Safety: 1,953,002

**TOTAL APPROPRIATIONS**: 1,953,002

**Transfers Out and Other Uses**: 0

**NET OF REVENUES/APPROPRIATIONS**: 0

**Estimated Beginning Fund Balance**: 0

**Estimated Ending Fund Balance**: 0

---

### Drug Enforcement Fund - 265

**ESTIMATED REVENUES**
- Fines and Forfeits: 40,000

**TOTAL ESTIMATED REVENUES**: 40,000

**Transfers In and Other Sources**: 0

**APPROPRIATIONS**
- Public Safety: 68,000

**TOTAL APPROPRIATIONS**: 68,000

**Transfers Out and Other Uses**: 0

**NET OF REVENUES/APPROPRIATIONS**: (28,000)

**Estimated Beginning Fund Balance**: 234,501

**Estimated Ending Fund Balance**: 206,501

---

### District Court Fund - 276

**ESTIMATED REVENUES**
- State Grants: 182,896
- Charges for Services: 693,250
- Fines and Forfeits: 979,000
- Other Revenue: (7,200)

**TOTAL ESTIMATED REVENUES**: 1,847,946

**Transfers In and Other Sources**: 800,000

**APPROPRIATIONS**
- General Government: 2,647,946

**TOTAL APPROPRIATIONS**: 2,647,946

**Transfers Out and Other Uses**: 0

---

*Appendix B, 2016-17 Proposed General Appropriations Ordinance, Page 7 of 10*
<table>
<thead>
<tr>
<th>Fund Name</th>
<th>NET OF REVENUES/APPROPRIATIONS</th>
<th>Estimated Beginning Fund Balance</th>
<th>Estimated Ending Fund Balance</th>
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</thead>
<tbody>
<tr>
<td>District Court Fund</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>PA 48 Telecommunications Fund - 280</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>ESTIMATED REVENUES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Grants</td>
<td>190,000</td>
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<td></td>
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</tr>
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<tr>
<td>APPROPRIATIONS</td>
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<td></td>
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</tr>
<tr>
<td>Public Works</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers Out and Other Uses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL APPROPRIATIONS</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>NET OF REVENUES/APPROPRIATIONS</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PA 48 Telecommunications Fund</strong></td>
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</tr>
<tr>
<td>Estimated Beginning Fund Balance</td>
<td>0</td>
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</tr>
<tr>
<td>Estimated Ending Fund Balance</td>
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<tr>
<td><strong>Capital Improvement Fund - 445</strong></td>
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<tr>
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</tr>
<tr>
<td>Other Revenue</td>
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<td>0</td>
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<tr>
<td>Transfers In and Other Sources</td>
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<td>650,000</td>
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<td>979,155</td>
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<td>APPROPRIATIONS</td>
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<tr>
<td>General Government</td>
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<td>Public Safety</td>
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<td>786,200</td>
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<tr>
<td>Transfers Out and Other Uses</td>
<td></td>
<td>1,216,200</td>
<td>750,000</td>
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<td>337,373</td>
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<td>Estimated Ending Fund Balance</td>
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Appendix B, 2016-17 Proposed General Appropriations Ordinance, Page 8 of 10
### Parking Fund - 585

**ESTIMATED REVENUES**

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<th>Description</th>
<th>Amount</th>
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<tr>
<td>Taxes</td>
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<td>Charges for Services</td>
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<tr>
<td>Interest and Rents</td>
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<td><strong>TOTAL ESTIMATED REVENUES</strong></td>
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**Transfers In and Other Sources**

**APPROPRIATIONS**

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<tr>
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<th>Amount</th>
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</thead>
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<tr>
<td>Public Works</td>
<td>44,970</td>
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<td>Recreation and Culture</td>
<td>2,776,549</td>
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<tr>
<td><strong>TOTAL APPROPRIATIONS</strong></td>
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**Transfers Out and Other Uses**

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<th>Amount</th>
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</thead>
<tbody>
<tr>
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<td>0</td>
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</tbody>
</table>

**NET OF Parking Fund REVENUES/APPROPRIATIONS**

<table>
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<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Estimated Beginning Fund Balance</td>
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<td>Estimated Ending Fund Balance</td>
<td>12,519,825</td>
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### Insurance Fund - 659

**ESTIMATED REVENUES**

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</thead>
<tbody>
<tr>
<td>Interest and Rents</td>
<td>2,600</td>
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<td>Other Revenue</td>
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<td><strong>TOTAL ESTIMATED REVENUES</strong></td>
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**Transfers In and Other Sources**

**APPROPRIATIONS**

<table>
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<th>Description</th>
<th>Amount</th>
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<tr>
<td>General Government</td>
<td>46,161</td>
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<td>Other Functions</td>
<td>1,502,775</td>
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**Transfers Out and Other Uses**

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<th>Amount</th>
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<tbody>
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<td></td>
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**NET OF Insurance Fund REVENUES/APPROPRIATIONS**

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Estimated Beginning Net Assets</td>
<td>3,720,363</td>
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<td>Estimated Ending Net Assets</td>
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### Self-Insurance Workers’ Compensation Fund - 677

**ESTIMATED REVENUES**

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<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Interest and Rents</td>
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<td>Other Revenue</td>
<td>477,196</td>
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<td><strong>TOTAL ESTIMATED REVENUES</strong></td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
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<tr>
<td><strong>NET OF Self-Insurance Workers’ Compensation Fund REVENUES/APPROPRIATIONS</strong></td>
<td>(383,861)</td>
</tr>
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</table>
APPROPRIATIONS
Other Functions

TOTAL APPROPRIATIONS

Transfers Out and Other Uses

Self-Insurance Worker's Compensation
Fund NET OF

REVENUES/APPROPRIATIONS

Estimated Beginning Net Assets

413,364

Estimated Ending Net Assets

408,137

489,323

(5,227)

408,137

Section 7. Specific Appropriations.
There are no specific appropriations contained in the budget.

Section 8. Periodic Financial Reports.
The Finance Director shall provide the Mayor and City Council financial reports on a monthly basis.

Section 9. Budget Monitoring and Amending.
Whenever it appears to the Mayor that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures will exceed an appropriation upon which appropriations from such fund were based, the Mayor shall present to the Finance Director recommendations to prevent expenditures from exceeding available revenues or appropriations for the fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues or both. The Finance Director is hereby authorized to amend accounts within functions in a fund and among functions in a fund during the fiscal year provided that such amendments do not change the total revenues or total expenditures for the fund as approved by the City Council, including transfers in and out. If the total revenues or the total expenditures, including transfers in and out and other sources and uses within a single fund must be changed, then the Mayor and Finance Director shall present such amendment to the City Council for approval.

Section 10. Severability.
If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 11. Repealer.
All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 12. Publication.
The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 13. Emergency Declaration and Effective Date.
This Ordinance is declared an emergency to allow the City to legally spend money after July 1, 2016 and shall be effective immediately upon adoption and approval by the Transition Advisory Board.
A PROPOSED Resolution of Intent for the 2017-18 budget

Whereas, the Code of Ordinance requires that the City of Pontiac adopt a two-year balanced budget; and,
Whereas, Public Act 2 of 1968 limits the City to adopting a budget only for the ensuing fiscal year; and,
Whereas, the Mayor has presented to the Pontiac City Council a proposed budget for the 2017-18 fiscal year;
Whereas, the City Council has reviewed and considered the proposed budget for the 2017-18 fiscal year;
Now, therefore, be it resolved, that the Pontiac City Council intends to consider the 2017-18 budget as proposed by the Mayor at such time as the City is legally able to adopt the budget.
MISCELLANEOUS
Whereas, pursuant to MCL 141.412 and 141.413, notice of a public hearing on the proposed budget for the 2015-2016 fiscal year was published in The Oakland Press, a newspaper of general circulation on June 3, 2016 and a public hearing on the proposed budget was held on June 9, 2016; and,

Whereas proposed tax rate to support the budget of 2016-2017 fiscal year are also under consideration at the June 9, 2016 meeting;

Now, Therefore, Be It Resolved, that the City Council causes to be levied and collected the general property tax on all real and personal property within the City upon the current tax roll and allocated millage of: General Operating 11.2737 mills; Capital Improvement - 1.4091 mills; Sanitation - 2.8183 mills, Senior Services - .5000 mills. The City Treasurer is hereby authorized to impose a one percent (1%) property tax administration fee for all property taxes due, and a late penalty charge when applicable, in conference with Section 44 of Public Act 206 of 1893.