



NOTICE OF PONTIAC CITY COUNCIL MEETING
May 25, 2021
at 6:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a Formal Meeting on May 25, 2021 at 6:00 p.m. This meeting will be held electronically as allowed by the amended Open Meetings Act and in compliance with the City of Pontiac Electronic Meeting Policy. The agenda for the Formal Meeting is attached. The Pontiac City Council gives notice of the following:

1. **Procedures.** The meeting will be conducted on zoom.us.
When: May 25, 2021 06:00 PM Eastern Time (U.S.A.)
Topic: 229th Session of the 10th Council
Please click the link below to join the webinar:
<https://zoom.us/j/98405471974?pwd=aGxVa0Jib1dFTTI5NGV5eVlwZ3pKdz09>
Passcode: 016635
Or Telephone:
Dial 1 312 626 6799
Webinar ID: 984 0547 1974
Passcode: 016635

The public may view the meeting electronically through
<http://pontiac.mi.us/council/pontiactv/index.php>

2. **Public Comment.** For individuals who desire to make a public comment, please log onto the meeting using the zoom meeting link above. When the City Council reaches the public comment portion of the meeting, please raise your hand if you wish to speak during public comment. When your name is called, please unmute yourself and you will be given three minutes to speak. If you are accessing the meeting by phone, the Council President will ask are there any members of the public who are joining the meeting by phone who would like to make a public comment. Public comments are limited to three (3) minutes.

3. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or clerk@pontiac.mi.us at least 24 hours in advance of the meeting.

Dated 5-21-2021, 8:30 p.m.

Garland S. Doyle, Interim City Clerk

City of Pontiac

47450 Woodward Ave. Pontiac, MI 48342 Phone: (248) 758-3200

PONTIAC CITY COUNCIL

Kermit Williams, District 7
President
Randy Carter, District 4
President Pro Tem



Patrice Waterman, District 1
Megan Shramski, District 2
Mary Pietila, District 3
Gloria Miller, District 5
Dr. Doris Taylor Burks, District 6

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."

Website: <http://pontiaccityclerk.com/city-council-meetings>

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

FORMAL MEETING

May 25, 2021

6:00 P.M.

229th Session of the 10th Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Approval of the Agenda

Approval of the Minutes

1. May 18, 2021

Subcommittee Report

2. Community Development- May 18, 2021
3. Finance- May 19, 2021
4. Public Safety- May 14, 2021

Special Presentations (Presentations are limited to 10 minutes.)

5. Medical Marihuana Application Review Process Update: Conditional Approval Issued to Grower Applicant; Cesar Chavez Overlay District Provisioning Center Hearing Officer Appeals Decisions Announced and Downtown Overlay Districts Provisioning Center Applications Rankings Announced
Presentation Presenters: Garland Doyle, Interim City Clerk and Jonathan Starks, Special Assistant to the City Clerk
6. Rubicon Real Estate v. City of Pontiac
Presentation Presenters: Mayor Waterman, Anthony Chubb, Esq., Giarmarco, Mullins and Horton, John Clark, Esq., Giarmarco, Mullins and Horton and Matt Gibb, Esq., Special Counsel for Economic Development

7. Cable System Update
Presentation Presenters: Mayor Waterman and Phil Brown, Cable Director

Recognition Elected Officials

Agenda Address

Agenda Items

Resolutions

Community and Economic Development

8. Resolution to reprogram HOME Consortium funding in the amount of \$250,000.00 from the Carriage Circle Project to the following recommended Community Development Block Grant (CDBG) Program year 2020 projects: Senior Center Facilities \$125,000; Youth Services \$15,000; and Sidewalks \$110,000. **(Prior to the Council approving the resolution, a public hearing will need to be set and it will need to be determine if you can reprogram HOME funds to CDBG projects.)**
9. Resolution to approve a contract between the City of Pontiac and Phillip Clay/Ghebre Selassie to serve as to serve as advisors to assess the need and requirements for the City to resume federal aid and foundation grant administration not to exceed \$65,000.00. **(The City received a \$100,000 grant from the Community Foundation for Southeast Michigan to support the project.)**
10. Resolution to approve a contract between the City of Pontiac and BakerTilly to serve as advisors and provide training in the management of federal aid and foundation grant administration not to exceed \$65,000.00. **(The City received a \$100,000 grant from the Community Foundation for Southeast Michigan to support the project.)**

Pontiac Youth Recreation and Enrichment Center (PYREC)

11. Resolution to approve PYREC Lease Agreement

Communications from the Mayor

12. Status update on the appointment of Medical Marihuana Commissioners and approval of the Commission Rules **(Mayor has previously submitted the Medical Marihuana Commission Rules to the City Council. The Mayor will announce the composition of the Medical Marihuana Commission at today's meeting.**
13. Addendum to the Mayor's Recommended Budget for Fiscal Year 2021-2022 to include American Rescue Funding and suggested fund initiatives **(Does Council wish to add a hearing to the budget hearing schedule on American Rescue Funding?)**

Closed Session

14. Resolution to go into closed session to discuss pending litigation with the City Attorney and defense counsel as permitted by the Open Meetings Act at MCL 15.268; specifically Charles Blackwell v. Pontiac, Oakland County Case No. 2021-187309-CZ.

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

#1

MINUTES

May 18, 2021 Study

**Official Proceedings
Pontiac City Council
226th Session of the Tenth Council**

Call to order

A Study Session of the City Council of Pontiac, Michigan was called to order electronically, on Tuesday, May 18, 2021 at 6:00 p.m. by Council President Kermit Williams.

Roll Call

Members Present	Attendance	Location
Carter	Remotely	Pontiac, Oakland County, MI
Pietila	Remotely	Pontiac, Oakland County, MI
Shramski	Remotely	Pontiac, Oakland County, MI
Taylor-Burks	Remotely	Pontiac, Oakland County, MI
Waterman	Remotely	Pontiac, Oakland County, MI
Williams	Remotely	Pontiac, Oakland County, MI

Mayor Waterman was present.
Clerk announced a quorum.

Excuse Councilmember

21-140 **Motion to excuse Councilmember Gloria Miller for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Ayes: Pietila, Shramski, Taylor-Burks, Waterman, Williams and Carter
No: None
Motion Carried

Amendments to the Agenda

21-141 **Motion to add-on 1a. (United Wholesale Mortgage Youth Activities), add 1b. (Budget Hearings Schedule Update), remove item #3 (resolution to reprogram HOME Consortium funding of \$250,000 from Carriage Circle Project) remove item #4 (resolution to approve contract between City of Pontiac and Phillip Clay/Ghebre Selassie to serve as advisors not to exceed \$65,000) remove item # 5 (resolution between City of Pontiac and Baker Tilley to serve as advisors not to exceed \$65,000), remove item #6 (resolution to approve PYREC lease agreement) for one week, move item #8 (introduction of candidates for position of Deputy Mayor), before item #7 (resolution to approve 2021 City Tax Millage), move item #9 & item #10 (communication from the Mayor on the status update on the appointment of Medical marijuana Commissioners and approval of the Commission Rules and addendum to the Mayor's recommended Budget for Fiscal Year 2021-2022 to include American Rescue Funding and suggested fund initiatives) to next week and move public comment at the end of the agenda.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Pietila, Shramski, Taylor-Burks, Waterman, Williams and Carter
No: None
Motion Carried

Councilwoman Gloria Miller joined the meeting remotely from Pontiac, MI, Oakland County at 6:06 p.m.

May 18, 2021 Study

Approval of Amended Agenda

21-142 **Motion to approve Agenda as amended.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

Ayes: Shramski, Taylor-Burks, Waterman, Williams, Carter, Miller and Pietila

No: None

Motion Carried

Approval of Minutes

21-143 **Approve meeting minutes for May 11, 2021.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Ayes: Taylor-Burks, Waterman, Williams, Carter, Miller, Pietila and Shramski

No: None

Motion Carried

Communications

Human Resources

Introduction of candidates for the position of Deputy Mayor

- a. Patrick Marsh
- b. Thomas Thomas

Suspend the Rules

21-144 **Motion to suspend the rules to schedule Special Budget Meetings.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Waterman, Williams, Carter, Miller, Pietila, Taylor-Burks and Shramski

No: None

Motion Carried

21-145 **Motion to schedule a Special Meeting for Budget Hearing on May 24, 2021 at 9:00 a.m.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Williams, Carter, Miller, Pietila, Shramski, Taylor-Burks and Waterman

No: None

Motion Carried

21-146 **Motion to schedule a Special Meeting for Budget Hearing on May 25, 2021 at 5:00 p.m.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Ayes: Carter, Miller, Pietila, Shramski, Taylor-Burks, Waterman and Williams

No: None

Motion Carried

Public Comment

Three (3) individual made public comment

Adjournment

Council President Kermit Williams adjourned the meeting at 7:29 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

DRAFT

#2

SUBCOMMITTEE

REPORT

COMMUNITY

DEVELOPMENT

COMMUNITY DEVELOPMENT SUBCOMMITTEE

May 18, 2021

NOON

Chair, Councilwoman Gloria Miller
Councilwoman , Megan Shrimski
Council President, Kermit Williams
Director of Economic Development: Linnette Phillips
Patrick Brzozowski, Code Enforcement Manager
City Attorney, Anthony Chubb
Vern Gustaffsn, Planning & Development Manager
Kristen Wiltfang, Principal Planner Oakland County

Start: 12.03 p.m.

AGENDA

Old Business

Status of Animal Ordinance

- For FY 2021 \$50,000 is in the Mayor's recommended budget for an Animal Control Officer in Code Enforcement and \$100,000 is allotted for vehicle and equipment.
- Suggested to take ordinances to Council for a vote. However, questions as to how the City would implement the ordinance? Where would the person be located? What role does Oakland County play?
- The Farmington Hills ordinance should be used, but it needs to be tailored to Pontiac.
- Suggested that one Animal Control Officer for the entire City may be challenging, but in the past, the City had one person. The City cannot afford to hire two people. Start small. The City does not have anybody right now.
- There are some sick raccoons roaming around the City, what can be done about them? Oakland County Animal Control will not deal with them or rodents.
- The City allows chickens, but not roosters. There is a farm north of the City that accepts roosters. Look at shelters. Where do you place the animals? Oakland County would charge a fee.
- The Economic Development Director to communicate next Month as to how Oakland County can be a part of the process and will investigate the other issues that were raised including the involvement of the Sheriff's Department and other groups.

New Business

1. **Discussion on lots that have overgrown grass.**
 - Many lots are not being cut. Are the people being contacted?

- The Code Enforcement Manager communicated with staff and discussed the last 2-3 weeks.
- Staff is out to identify new lots and are dealing with new complaints.
- Code Enforcement is going out to verify and notices will be sent. If there is contact information, Code Enforcement notifies the property owners.
- Under the ordinance, the City has the ability to abate. If a contractor cuts a lot, the property owner will receive a ticket. Staff is aware of the priority.
- The City has advanced tools to determine property owners.
- At 148 Ottawa, the property was burned. It has been updated and a letter was sent out and a contractor will cut the grass this week. Not positive as to whether it will be re-built. It is a historic structure. The garage did not get damaged.
- On Henderson St, also a vacant lot and a half of torn down structure next to it. Direct staff to check it out today.

2. Complaints from residents.

- In regards to animals running loose in the neighborhood, chickens, and roosters. A citizen can have up to three (3) chickens, but no roosters. However, for larger lots, you maybe able to have more

3. NO Parking Signs

- Signs to be put up on Thor street. Replacement sign to be placed on Second Street and Arlene. DPW agreed. No time frame as to when it will be done. Signage will be addressed throughout the City.
- Request to have a joint meeting with Code Enforcement and DPW.
- Menominee no parking near Ottawa and on Ottawa a lot of the signs are missing.

4. Beaudette Park

- Deputy James will support Pontiac.
- There were 20 or so residences at the park yesterday. The park ordinance needs to be modified. Its becoming a huge issue. If we do not strengthen our ordinance then what?
- Remote cameras should be placed there.
- A staggered schedule is also possible.

5. COP Park Conversions Discussion

- Kristen Wiltfang from Oakland County Economic Development Department provided a presentation.

Since 1968, Pontiac has received 12 grants from the DNR for park acquisition and development.

- DNR Grants have long term obligations
- Several conversions were identified during the Park & Recreation Master Plan process.
- The land included in the boundary of the project site must remain open to public for outdoor recreation use in perpetuity. Requirement is for both acquisition & development.
- The grantee must maintain the site, including facilities constructed with grant assistance and any other facilities necessary for their use, such as entrance drives, parking, walkways and restrooms.

- Park must display a grant recognition plaque in a prominent place.
- An entrance sign identifying the park as a public recreation site must be prominently displayed.

a. A conversion of use occurs when one or both of the following situations occur:

1. The grant-assisted site, or a portion of the site, is no longer available for public outdoor recreation, or
2. Property rights in or control of the grant-assisted site, or a portion of the site, are conveyed by the Grantee to another entity, either by deed, grant of easement or other mechanism.

•The City of Pontiac will need to identify new parcels and market value. This will be an issue until this is rectified. The City will be hit with a 50 point deduction.

Parks with Conversions:

- Galloway Lake Park\Ewalt Center
- Hawthorne Park
- Hayes Jones Center (Sold)
- Osmun Street Playlot (Sold)
- Southwest Civic Park (Sold)

Total Conversion 28.01

Property Criteria:

- Must not be currently in public ownership
- Must not contain levels of contamination that will render it unsuitable for its intended use
- Must not have encumbrances that would impair its use for public recreation
- Must not have uses that are not public outdoor recreation
- Must be acquired in fee simple by the Grantee

- Don't sell the property or transfer if property has a symbol.
- Parks with Conversion 28 acres that have to be mitigated. Hayes Jones and Ewalt were sold with EM. Should there be a moratorium? Park Plan first and then DNR
- Telegraph Rd and Dixie highway did not exist prior to 2000. Property purchased in 1968, portion that has been converted.
- Hayes Jones 2 problems, one problem taken care of, grants for pool. The money was paid back but converted to private but not public. Parcel identified on the right. Never followed thru. Private ownership. The other two , smaller play lots, and one is connected to the pump station on Galloway Park.
- Galloway Park is one of the larger parks, 63.4 acres.
- 1989 2 lots adjacent property owner, 1 apart of M-1 concourse. The city sold that. Work with DNR, the City does not have to own the property.
- Next Steps in recommendation to contact officer in DNR
- Several steps.
- Cannot apply for grant funding to mitigate. The goal and best way to handle this, is to come up with a plan, recreational value.

6. Economic and Community Development Update

- On the website there is a power point showing the accomplishments

7. CVT Update

- Update \$42,000 in products, igloos, heat lamps etc. disbursed to several of the businesses and restaurants throughout the city. The businesses received in the month of April or will receive.

8. Jobs Link and Workforce Development Update

- Employers looking to hire people. Making contact with them.
- Amazon will have something this Friday.
- How many residents has Amazon hired? They do not capture the information like that. However an effort will be made by the City to try and get that information.
- United Wholesale Mortgage

9. American Rescue Plan Funding Discussion

- \$37 million. How is that money going to be spent? Town Halls in each district.
- Suggested, have one large meeting with the Council members and the citizens so everyone can have input.
- Suggested to have one meeting.

10. Upcoming Events – Calendar

- Newsletter on a monthly basis
 - M1-concourse. Private events, Detroit auto dealers associations. The City does not have anything to do with that.

Adjourned 1:22 p.m.

#3

SUBCOMMITTEE

REPORT

FINANCE

FINANCE SUBCOMMITTEE NOTES

May 18, 2021

In attendance:

Council members: Chairperson Patrice Waterman, President Kermit Williams and Gloria Miller

Mayor: Deirdre Waterman

Finance Director: Darrin Carrington

Start time: 4: p.m.

New Business

A. Oakland County Sheriff Traffic Unit (update)

Oakland County Sheriff Traffic Unit (Update – May 2020)

This is a follow up to the previous information that was provided on the proposed Traffic Unit for the City. As was detailed previously, the proposed unit would add three Deputies focused on traffic enforcement at a cost of \$422,000 per year. It was indicated that some of these costs would be offset by additional revenue coming from the fines for various violations.

Below are estimates of the amount of citations that could be projected with the addition of the Traffic Unit along with a projected revenue amount that could be generated.

These figures are from 2018-2019 (Pre-COVID) and were provided by the Oakland County Sheriff's Office.

Traffic Enforcement

- 1,177 (Avg. Citations Per Year)
- \$134 (Avg. Citation Fee – not including additional Court costs)
- \$157,718 (Anticipated minimal fines generated from traffic citations per traffic deputy – not including court costs)
- \$315,436 (Anticipated minimal fines generated from traffic citations per traffic deputy – not including court costs)

Commercial Vehicle Enforcement

- 580 (Avg. Citations Per Year)
- \$250 (Minimum Citation Fee)
- \$145,000 (Anticipated minimum fines generated from traffic citations per commercial vehicle deputy)

Total Yearly Anticipated Generated Minimal Fines – Not Including Court Costs

- \$460,436*

(*for budget purposes the City has only included about 50% of the anticipated revenue for budget projections)

Taken from a prior year, pre COVID not sure what the impact might be. This is included in the Mayor's recommended budget, 50% of the anticipated revenue.

Two Sheriffs and One Weigh Master

Suggestion is to have a deputy at the desk starting tomorrow. There is a deputy at the Youth Rec Center that can be sent over to City Hall and his time can be split equally.

B. Pension Enhancement Payment Proposal

Presented at an earlier webinar.

Payment enhancement. The retirement system has assets that exceed the general liability.

What is being proposed, funding the new VEBA 130% of assets and liability's.

▪The proposal is to use the excess assets ($\$333.2 - 256.3 = \76.9 million) to provide all eligible retirees a monthly benefit enhancement (completely independent of any pension benefit owed) of \$400 per month. This would be paid in perpetuity unless a major change in the market results in the City of Pontiac's historical 5 year average investment rate of return (trigger) to fall to or below 6.0%.

Paid as long as the fund continues to achieve what is able to maintain the pension system as a whole.

- The enhanced benefit would be reduced if the 5 year average historical investment rate of return (trigger) falls to or below 6%. The supplemental benefit will stop if the trigger falls to or below 4%.
 - Historically, the trigger has averaged greater than 7%.
 - The enhanced benefit as well as the trigger are calculated such that the cost of this benefit at each aggregate investment scenario is cost neutral to the city.
 - Have to put in the triggers.
 - Actuarial study done on an annual basis. Another would need to be done to structure a specific proposal.
- GERS will stay at 130%, the offset will remain. Not part of the IRS agreement. The healthcare gives everything above 130%. Does not require IRS approval. How would that affect pensions? Not to negatively impact going forward. Using the extra assets to re-direct. The cost is between \$25,000-\$75,000.

GERS wants to be updated and have a special meeting. Have to hear the pro's and the con's. Noted, in 2008, people lost their livelihoods, due to the cushions being removed.

C. February 2021 Financial Report

The report is the same.

The American Rescue's Act: how is the money going to be handled? The money will be given in two releases, the first at the end of this fiscal year and then the 2nd in 12 months. Some of the projects include small businesses, infrastructure, repair parks, areas impacted by COVID and other day to day things that were affected.

Council Chambers need to be brought up to code.

There needs to be another special finance subcommittee meeting.

An in depth discussion needs to be had regarding the spending of any funds in excess of \$10,000.00.

Adjourned: 4:58 p.m.

#4

SUBCOMMITTEE

REPORT

PUBLIC SAFETY

DISPATCH	21-Jan	21-Feb	21-Mar	21-Apr
Abdominal Pain	29	24	31	18
airmedical transport			1	
ALLergies	3	4	4	7
ALTERED MENTAL STATUS	7	4	10	6
Animal bites	1		3	2
Assault	27	26	12	20
Invalid assist	2	4	7	4
Pedestrian struck by Auto				
Back Pain	102	12	17	20
Breathing Problems		77	93	133
Boating Accident				
Burns				2
Cardiac Arrest	15	17	23	17
Chest pain	71	50	57	80
Choking	2	6	2	4
CO poisoning	1			1
Seizures	44	40	43	39
Diabetic Issues	25	18	26	21
Drowning				
Electrocution				1
Eye issues		2		
Fainting				
Fall Victim	57	54	45	58
Fever				
Fire				
Headache	1	5	2	5
Heart Problems	15	13	4	4
Heat/Cold Exposures	3	2	2	1
Hemorrhage from Lacerati	16	13	14	13
Industrial Accident		1		
Medical alarms	5	9	1	5
MCI				
Ingested Poison				
Non Emergent requests			9	
Overdose	29	34	37	33
Pregnancy/Childbirth	9	4	2	6
Psychiatric Problems	37	33	36	35
Respiratory Arrest				
Sick Person	165	117	198	212
Standby				
stab/Gunshot Wound	5	5	5	2
Stroke/CVA	20	16	16	13
Traffic Accidents	21	33	38	35
Palliative care	29	28	28	31
Traumatic Injury	11 19+		11	16
Unconscious/unknown cau	29	34	28	22

UNKNOWN	9	12	4	
Person DOWN	16	5	22	13
Sexual Assault				
Well Person Ck	2	2	2	1
total	808	704	833	880

	21-Jan	21-Feb	21-Mar	21-Apr
48340	5.1	4.9	5	5.2
48341	4.8	4.8	4.9	4.8
48342	4.9	4.9	4.9	5
Monthly	4.9	4.86	4.9	



WATERFORD REGIONAL FIRE DEPARTMENT

2495 Crescent Lake Road • Waterford, MI 48329

Phone: 248.673.0405 • Fax: 248.674.4095

www.waterfordmi.gov

Matthew J. Covey, *Fire Chief* • Carl J. Wallace, *Deputy Fire Chief* • John R. Phebus, *Fire Marshal*

MONTHLY FIRE DEPARTMENT REPORT For the City of Pontiac April 2021

Total Pontiac Fire Station calls - month: **343** Average Response Time **5.19** per call

Total calls for Pontiac Stations - YTD: **1,353**

City Calls: Fires **24** EMS: **218** False Alarms: **22** Other: **79**

Pontiac YTD, Fires: **78** 5.6% EMS: **822** 60.75% False Alarms: **100** 11.97% Other **353**

<u>Month Count</u>	<u>Response Times</u>	<u>YTD</u>
FS-6: Fires – 03	3:17	010
EMS –36	5:21	153
FS-7: Fires –11	4:39	033
EMS –91	5:16	341
FS-8: Fires –04	6:09	015
EMS –50	5:21	181
FS-9: Fires –04	5:16	017
EMS –34	05:15	135

Note: Total call numbers for the City may be higher and been covered by Waterford Dist./mutual aid units.

Fire Injuries to personnel: Zero

Fire Injuries to civilian: Zero

Notable Event:

- Lt./Fire Inspector testing was completed and we are asking to fill the two vacant Inspector positions, this would bring the Fire Marshal's Division back to 4 permanent personnel assigned.

[Type text]

- The City of Pontiac has been notified of and is in the process of receiving \$370,408.67 from Waterford Township, which received Federal CARES Funding as awarded by the Michigan Department of Treasury.
- New Pontiac District Command truck is a bit behind schedule due to a part shortage from COVID 19, they should all arrive soon from our last update from the vendor (5/10/21).
- Annual Waterford Regional Fire Department Report submitted for the year of 2020.

Respectfully submitted

ORDINANCE NO. _____

THE CITY OF PONTIAC ORDAINS:

AN ORDINANCE REGARDING PARKING OF COMMERCIAL VEHICLES AND OTHER SPECIFIED VEHICLES AND EQUIPMENT ON RESIDENTIAL STREETS PROHIBITED; TAXICAB EXCEPTION; PARKING OF COMMERCIAL STREETS FOR ONE HOUR PERMITTED; EXCEPTIONS; TEMPORARY PARKING MOTOR HOMES, PICKUP CAMPERS, AND COUPLED TRAILER COACHES ON RESIDENTIAL STREET PERMITTED.

WHEREAS, it shall be unlawful to park any commercial vehicle, bus, taxicab, trailer (coupled or not), pole trailer (coupled or not), semi-trailer (coupled or not), motor home, pickup camper, trailer coach (coupled or not), recreational equipment, or limousine on any residential street or service drive in the City at any time, including Sundays and holidays, provided, that the owner or lessee of a taxicab may park not more than one operable taxicab on the residential street or service drive within the block of his or her one-family or two-family residence where the residence of such owner or lessee does not have a front yard driveway;

WHEREAS, it shall be unlawful to park any commercial vehicle, bus, taxicab, trailer (coupled or not), pole trailer (coupled or not), semi-trailer (coupled or not), motor home, pickup camper, trailer coach (coupled or not), recreational equipment, or limousine on any commercial street in the City where parking is allowed, for a period longer than one hour, including Sundays and holidays.

WHEREAS, the prohibitions in this section shall not apply to the following:

1. The expeditious loading or unloading, delivery, or pick-up of goods, wares, merchandise, or passengers at an address within the block where the vehicle is parked;
2. The performance of business or commercial service by a licensed contractor or service establishment at an address within the block where the vehicle is parked for the time needed to complete the service, provided, that, while parked, the vehicle shall prominently display a written notice of the location where the service is being performed;
3. The rendering of authorized emergency service, or service by a government agency or public utility;
4. The use of a vehicle at a public works or construction site, while the work is in progress;
5. A vehicle that is disabled pursuant to applicable City Code; or

6. A vehicle that is parked to avoid conflict with law enforcement activity, or in compliance with a traffic control device or direction from a police officer.

This section shall not apply to private passenger vehicles that have commercial license plates, trailers no longer than eight feet in length that are coupled to a permitted vehicle, or pickup trucks or vans that have commercial license plates unless the pickup truck or van has been modified substantially to perform primarily a specific commercial or industrial task. Substantial modification to pickup trucks and vans includes, but is not limited to, the addition of a cherry-picker, hoist, crane, or commercial rack designed for holding glass, but does not include the attachment of a snowplow or standard commercial rack, or enclosures, caps, covers, or boxes attached over the exterior bed of the truck, that are used to hold or carry items including, but not limited to, ladders, work supplies, or tools.

WHEREAS, motor homes, pickup campers, and coupled trailer coaches may be parked on any residential street, for up to 24 hours, only during the loading or unloading of such vehicle for the purpose of trip preparation or trip completion.

I hereby certify this ordinance was brought for a first reading at a meeting of the City Council of the City of Pontiac on the _____ day of _____, 2021.

Garland Doyle, Interim City Clerk

I further hereby certify this ordinance was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the _____ day of _____, 2021.

Garland Doyle, Interim City Clerk

I further hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council and was published verbatim in a publication of general circulation on the _____ day of _____, 2021.

Garland Doyle, Interim City Clerk

Public Safety Subcommittee May 14, 2021.

Meeting was called to order at 9:30

Present was Fire Chief Matthew Covey, SSgt S. Law and Lt S. Marzban of the OCSD and Councilwoman Pietila

Absent was Council ProTem Randy Carter, Councilwoman Meghan Sharamski. Brian Long and Charles Hughes from Star notified me they were not going to be attending, call volume was up and staff was short, so although reports were received, they would not be in attendance. A message was received from Sharamski on Thursday that she would not be in attendance. There was no communication from Carter.

This brought up the conversation of how there seems to be less people interested in the Public Services Employment than there was in the past in all EMTS, Fire Fighters and Law enforcement. Each of the Firefighters is an EMT and do help when to stabilize a patient if they arrive before Star. Star provides the transport.

Star is always accepting applications. They can be found on their website @ Starems.org

Pontiac Fire Fighters is they now all have seniority with Waterford TWP. Fire Department. By Michigan standards you need 14 firefighters at a scene to operate.

The City of Pontiac is in the process of receiving \$370,408.67 From Waterford Township from the Federal CARES Funding as released by the State of Michigan.

All Councilpersons have received the Annual fire report for 2020 on January 7th.

Attached is a new ordinance for commercial vehicles that are illegally parked on City Streets. It has been reviewed by 2 SSgts and Lt. Marzban with approval, as we haven't had an ordinance addressing this for a bit since the EM took it out, and they have not been able to write tickets on some violations. We have asked the City Attorney to amend it to Pontiac and are asking this be submitted for the ordinance process A.S.A.P.

The meeting adjourned at 10:30 and will meet again on June 11th, 2021 @ 9:30

#5

**SPECIAL
PRESENTATION**



Office of the City Clerk
 Garland S. Doyle
 Interim City Clerk
 (248) 758-3200

<http://pontiaccityclerk.com/medical-marihuana>

Updated May 2021

Medical Marihuana Application Review Status Update
 A process that follows the ordinance as approved by the voters that is fair, transparent and has integrity.

Conditional Approval Issued

Applicant Name	Application Type	Location
PGSH Holdings LLC	Grower	Cesar Chavez Overlay District

Grower and Processor Applications received on or before September 27, 2020 Update

Applicant Name	Application Type	Location
Botanical Greens Inc	Grower	Planning Deficiencies must be addressed before a conditional approval can be issued
Family Rootz LLC	(2) Growers, (1) Processor	Planning Deficiencies must be addressed before a conditional approval can be issued
Misty Mee LLC	Grower	Planning Deficiencies must be addressed before a conditional approval can be issued
Pharmaco Inc	Grower, Processor	Planning Deficiencies must be addressed before a conditional approval can be issued

Cesar Chavez Overlay District Provisioning Centers Applications Rankings

*Rankings have been updated based on Clerk's decision after Hearing Officer Appeals.

- 1) Rize Cannabis
- 2) West Fort Holdings LLC
- 3) Greenhouse Farms Pontiac LLC
- 3) Yellow Tail Ventures Inc

- 5) **Caesars Garden**
- 6) **The Cured Leaf TC Inc**
- 7) **Larren Investments LLC**
- 8) **PGSH Holdings LLC**
- 9) **U-Versity Medz**
- 10) **Pure Life Solutions II LLC**
- 11) **Misty Mee LLC**
- 12) **Southeast Provisioning Center LLC**
- 13) **Top Hill Compassion Center LLC**
- 14) **OP Holdings II LLC**
- 15) **The Dixie Depot**
- 16) **Prime 7 LLC**
- 17) **Herb Wealth LLC**

***Rankings are subject to appeal**

Downtown Overlay District Provisioning Centers Applications Rankings

- 1) **Common Citizen**
- 1) **3 Green LLC**
- 3) **Zenith Ventures LLC**
- 3) **RTMC Enterprises Inc**
- 3) **RTMC Enterprises Inc**
- 6) **Pure Roots LLC**
- 7) **Detroit Medical Concepts**
- 8) **Green Bronco III LLC**
- 9) **QPS Michigan Holdings LLC**
- 10) **Pontiac Provisioning LLC**
- 11) **Clean Roots LLC**
- 12) **VB Chesaning**
- 13) **JNN Property LLC**
- 13) **Green Buddha/Marelus Brice**
- 15) **JDS Brothers LLC**
- 16) **Battle Spring LLC**
- 16) **Green Buddha II LLC**
- 18) **Greenstone East LLC**
- 19) **JNN Property LLC**

- 20) Michigan Supply and Provisions**
- 21) New Gen Meds**
- 22) Nature's Medicine**
- 23) Nature's Medicine**

***Rankings are subject to appeal**

Application Status	Number of Applicants as of May 21, 2021	Review Phase
Grower (Received after September 27, 2020)	3	3 in Phase 1
Processor (Received after September 27, 2020)	1	1 in Phase 1
Secure Transporter	1	Application Denied
Safety Compliance	0	
Provisioning – Cesar Chavez	17	17 in Phase 5
Provisioning – Downtown	23	23 in Phase 4
Provisioning – Non Overlay	48	48 in Phase 2 and 3
Provisioning – Walton Blvd	15	Ready for Phase 2

Reviewer	Reviews Completed	Under Review	Ready for Review
Financial Advisor	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 7 Non Overlay	41 Non Overlay	
Income Tax	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 12 Non Overlay	36 Non Overlay	
Treasury	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 48 Non Overlay	15 Walton Blvd	
50 th District Court	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 48 Non Overlay		
Marihuana Regulations	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 5 Non Overlay	43 Non Overlay	
Code Enforcement	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 48 Non Overlay	15 Walton Blvd	
Planning	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown	24 Non Overlay	
City Clerk	6 Grower, 2 Processor, 17 Cesar Chavez & 22 Downtown	24 Non Overlay	
DPW	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 18 Non Overlay	6 Non Overlay	
Security	6 Grower, 2 Processor, 17 Cesar Chavez, 23 Downtown & 24 Non Overlay	24 Non Overlay	

Compliance	Reviews Completed	Under Review	Ready for Review
Legal Advisor	6 Grower, 2 Processor, 17 Cesar Chavez & 23 Downtown		
Planning Advisor	6 Grower, 2 Processor, 16 Cesar Chavez & 23 Downtown		

Medical Marihuana Application Review Process for Scoring and Ranking Provisioning Center Applications

Phases

Type of Review

What happens during the review phase?

Review Phase 1

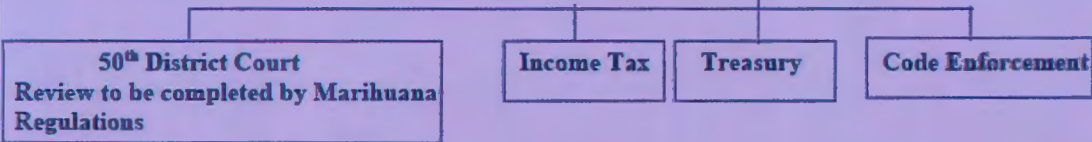
Content Review

Clerk staff will review application to make sure all information and exhibits have been submitted

Review Phase 2

Default Review

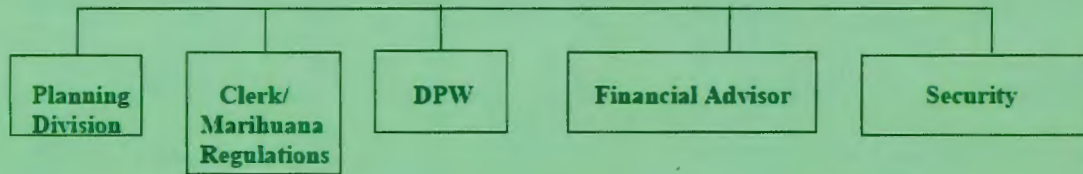
Staff from each department/division checks the applicant name and stakeholders to ensure they are not in default with the city



Review Phase 3

Scoring Review

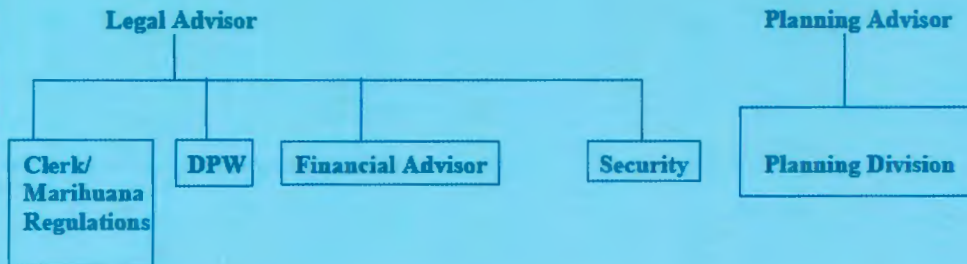
The following reviewers score the relevant section of the application by provisioning center district.



Review Phase 4

Compliance Review

The Legal and Planning Advisors ensure that reviewers have scored the applications fairly and consistently with the ordinances.



What happens if the Legal Advisor or Planning Advisor disagrees with how an application was scored by a reviewer?

The Clerk will review both the reviewer's score and the Legal Advisor or Planning Advisor recommendation. After the Clerk reviews both the score and the recommendation, the Clerk will determine the final score that is given to the applicant.

Review Phase 5

Application Ranking by District

The City Clerk announces the rankings for provisioning centers by districts. The top five applicants in each district will be awarded a conditional approval after applicants who were not ranked in the top five have been allowed to appeal their ranking. The following is the appeal process.

PROCESS FOR APPEAL

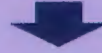
Pontiac City Clerk informs applicant their application was not ranked 1-5 in the provisioning center district.



Applicant submits written appeal to Pontiac City Clerk within 14 days.



Applicant can present additional clarifying information or evidence that the applicant believes should be considered in assessing its application.



Hearing officer conducts hearing on appeal and makes recommendation to Pontiac City Clerk, who makes a decision on the matter.



Applicant may submit further written appeal to medical marihuana commission within 30 days.

Review Phase 6

Site Plan Approval and/if necessary Special Exemption Approval

Review Phase 7

Certificate of Compliance/Occupancy from Building and Fire

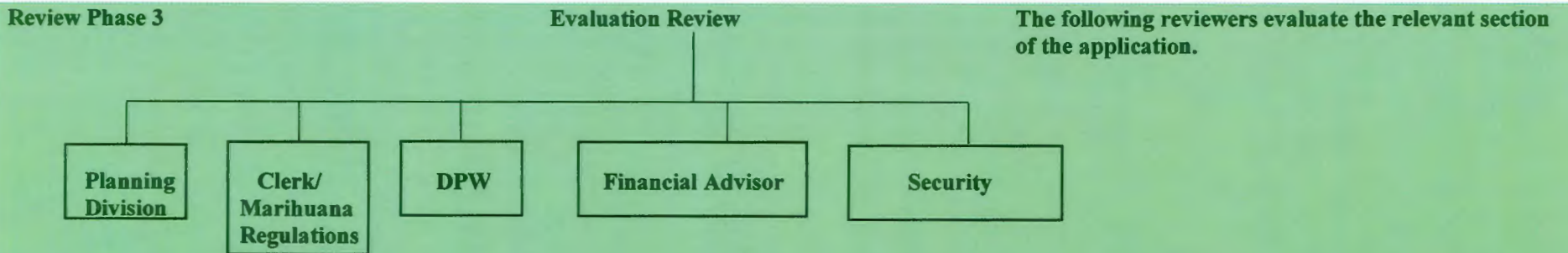
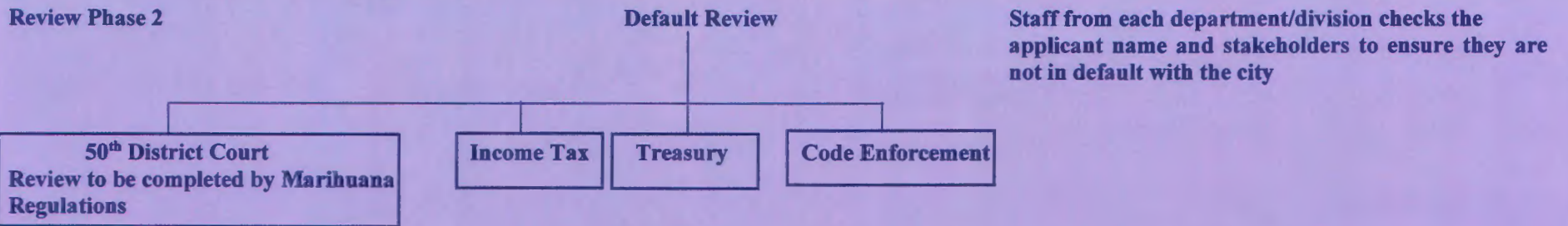
Review Phase 8

Clerk issues a permit provided you have been issued your pre-qualification from the State of Michigan

Medical Marihuana Application Review Process For Growers, Processors, Secure Transporters & Safety Compliance

<u>Phases</u>	<u>Type of Review</u>	<u>What happens during the review phase?</u>
---------------	-----------------------	--

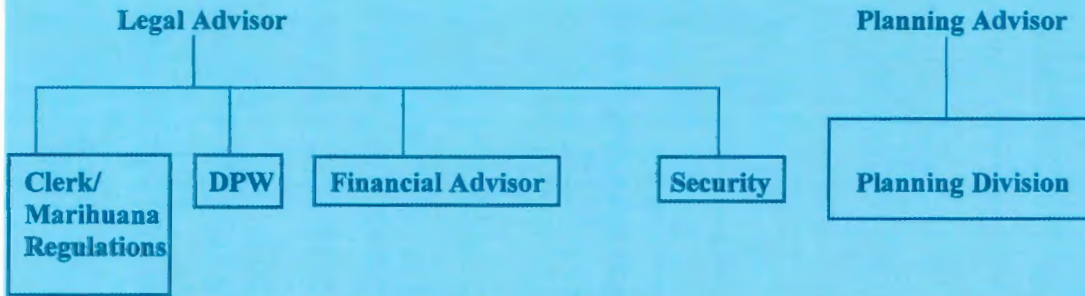
Review Phase 1	Content Review	Clerk staff will review application to make sure all information and exhibits have been submitted
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Review Phase 4

Compliance Review

The Legal and Planning Advisors ensure that standards have been consistently applied by reviewers.



Review Phase 5

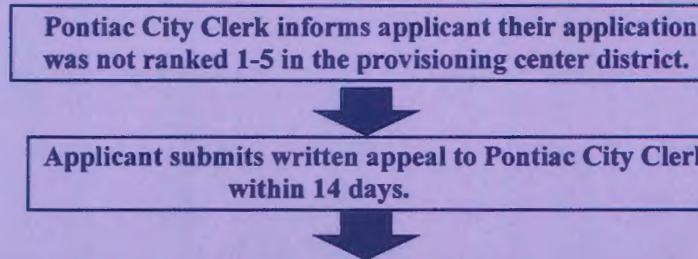
Conditional Approval, Notice of Deficiencies or Application Denial

If applicant receives conditional approval, they advance to Phase 6

If applicant receives a Notice of Deficiencies, then the applicant will be given an opportunity to correct their deficiencies. If the applicant fails to correct their deficiencies, then they will be issued a denial.

If an application is denied, the applicant has a right to appeal. The following is the appeal process.

PROCESS FOR APPEAL



Applicant can present additional clarifying information or evidence that the applicant believes should be considered in assessing its application.



Hearing officer conducts hearing on appeal and makes recommendation to Pontiac City Clerk, who makes a decision on the matter.



Applicant may submit further written appeal to medical marihuana commission within 30 days.

Review Phase 6

Site Plan Approval and/if necessary Special Exemption Approval

Review Phase 7

Certificate of Compliance/Occupancy from Building and Fire

Review Phase 8

Clerk issues a permit provided you have been issued your pre-qualification from the State of Michigan

#6

**SPECIAL
PRESENTATION**


JUDICIAL UPDATE

Rubicon Real Estate v City of Pontiac

SPECIAL PRESENTATION
MAYOR DEIRDRE WATERMAN



Judge Poles Confirms City Attorney Opinion and Orders Interim Clerk to Issue License

- After 15 months of delay, Rubicon Real Estate filed a complaint against the City and Interim Clerk Doyle asking the Court to declare that their application at Glenwood Plaza for Medical Marihuana fully complied with the law.
 - On May 19, 2021 Judge Poles of the Oakland County Circuit Court rejected the argument of the Interim Clerk and Ordered that the Clerk issue permits to Rubicon.
 - The decision confirms the opinions of the City's Attorneys but leaves a \$100,000,000 damage claim to be resolved.
- 

Court Decision Affirms Prior Opinions of City Attorney



Resonance Branch

CITY OF PONTIAC OFFICIAL MEMORANDUM

TO: Honorable City Council President Williams and City Council Members
FROM: Mayor Deirdre Waterman, City Attorney Anthony Chubb, Legal Counsel Matthew Gibb
DATE: November 25, 2020
RE: Resolution Regarding the City Clerk's Medical Marijuana Obligations.

The purpose of this memorandum is to formally request the enforcement of the City Clerk's Medical Marijuana Obligations.

As such, the following resolution is recommended for your consideration:

Whereas, the residents of the City of Pontiac passed a voter-initiated Ordinance in August of 2018 to authorize medical marijuana facilities within the City; and

Whereas, that Ordinance makes the City Clerk responsible for /denial of medical marijuana facility applications including growth/transport applications; and

Whereas, the applications have been in the possession of the City Clerk since August 2018, and no application has been either fully processed or receiving any form of

Whereas, the City's internal staff is not receiving complete applications for review; and

Whereas, the City Clerk has rejected the opinion and direction of the City Attorney to withhold the grant of licensure of certain applications.

SPECIAL PRESENTATION

MEDICAL MARIJUANA ORDINANCE
LEGAL STATUS AND IMPLICATIONS
LAND USE AND PERMITTING

- The City Attorney has provided multiple opinions explaining the legal issues raised in the Rubicon Case and the duties of the Clerk.
- Special Counsel joined in support of the opinions of the city Attorney and presented a complete analysis of who the city was required to act.
- The court has affirmed these opinions and is now Ordering the Clerk to act in the manner advised by the City Attorney

The Law Relied on by the Court was presented to the Clerk One Year Ago

SCOTT F. ROBERTS
LAW

SCOTT F. ROBERTS LAW, PLC
500 TEMPLE ST. SUITE 2M
DETROIT, MI 48201

TELEPHONE: (248) 234-4060
FACSIMILE: (248) 331-2458
SCOTT@SCOTTROBERTSLAW.COM

Pharmaco Inc.
22000 Northwestern HWY
Southfield, MI 48075

April 13th, 2020


RE: Pontiac Application Status
Clerk Doyle,

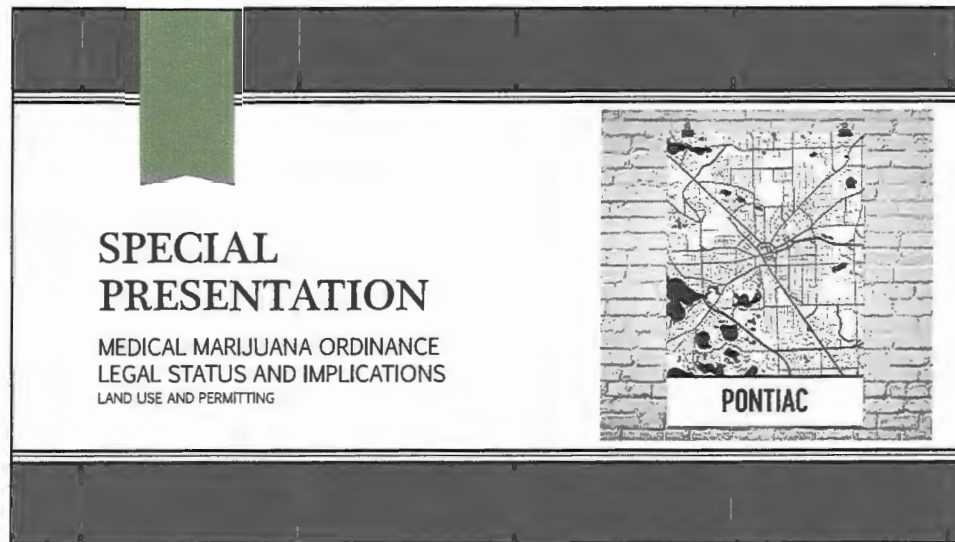
This letter is to request a thirty (30) day review process on the applications we submitted for a cultivation and processing facility at the Glenwood Plaza. It has come to our attention that Pharmaco, Inc's (the "Company") applications have been incorrectly placed on hold for non-compliance with the zoning ordinance.

As you are aware, Pharmaco, Inc received an approval on its conditional zoning request from the City of Pontiac Planning Commission. The fact that we were seeking this rezoning in order to locate a medical marijuana cultivation and processing facility at this site was specifically considered and approved in the application and granting of the conditional zoning by the City of Pontiac.

- On three occasions the Administration asked the Council direct the Interim Clerk to follow the opinion of the City Attorney
- The Action against the City not only asks the Court to confirm that its application complies o the law, but seeks \$100 million in damages.

The Lawsuit Continues and Must be Defended

- The decision only confirms what the City's Attorney have been saying for a year, it DOES NOT dismiss the damages sought by Rubicon.
 - The Administration will continue to work with our city Attorneys to defend the City against the claims for damages caused by the improper disregard of the City Attorneys opinion.
- 

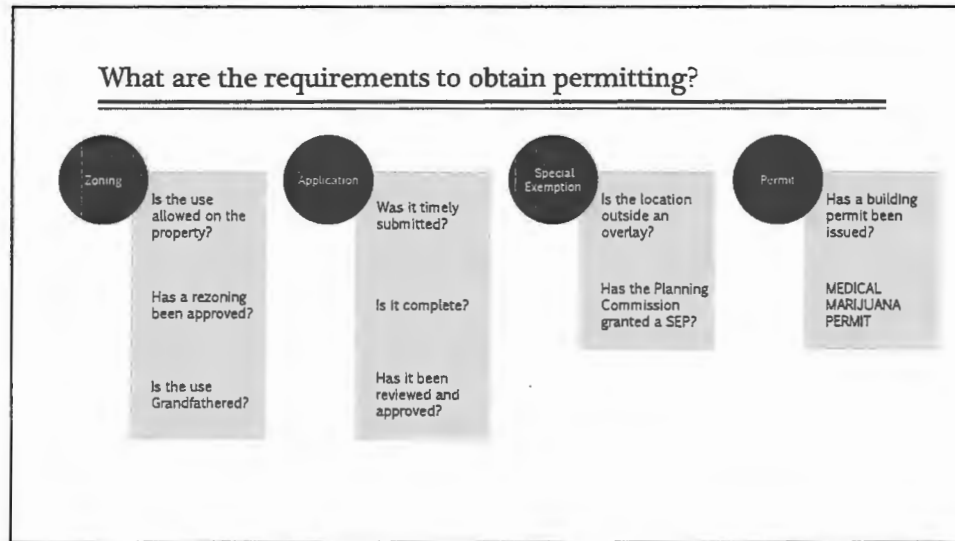


1

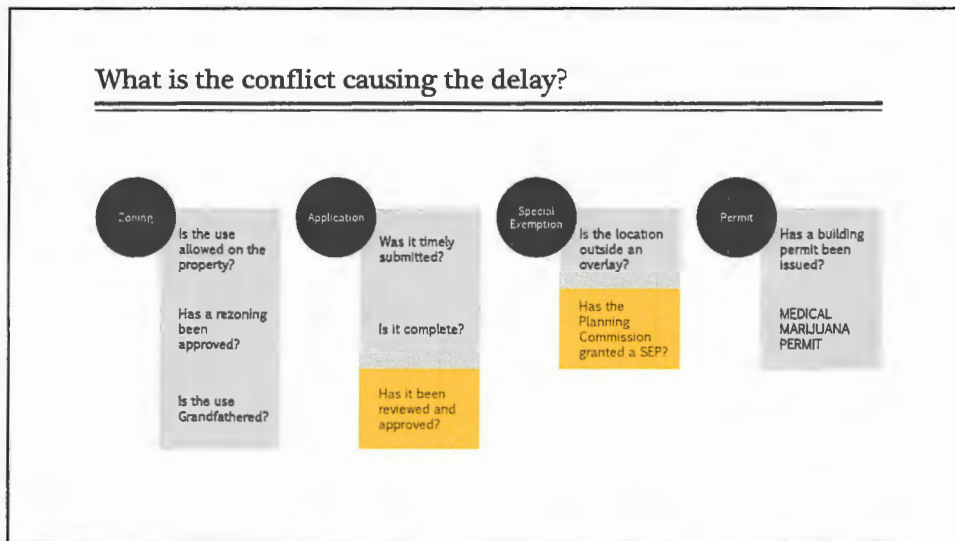
Outline of Legal Questions Re: Ordinance / Zoning

- What are the requirements to obtain permitting?
- What is the conflict causing the delay?
- What agreement was reached at Council Sub-Committee that will resolve the conflict?
- Why doesn't the referred ordinance suggestion apply to present applications?
- Is the Interim Clerk's suggested revision already in the Ordinance? **YES**
- Are the other issues now causing potential conflict for the City?

2



3



4

What is the conflict causing the delay?

- The Conflict is based in the application of State Law through the Zoning Enabling Act over a faulty interpretation of the Local Ordinance.
- The Clerk holds the opinion that certain applications cannot be finalized until the ordinance is amended, which is contrary to law and standard.

Bureaucracy, conflicting opinions slow medical marijuana business in Pontiac

Early last year, a developer brought a vision to Pontiac for a medical marijuana complex, months after residents voted to allow processors and dispensaries to operate in the city.

As a community benefit, a grocery store potentially operated by Hollywood Markets, would front the proposed \$40 million development at Glenwood Plaza in the city's center, still ripe for new investment.

The project has stalled, however, as the developer waits for the city to approve licenses for medical marijuana tenants within the complex amid a disagreement regarding a local ordinance. The project is among dozens of medical marijuana related ventures that have also been awaiting approval from the city for nearly a year — and it's unclear when the bureaucratic logjam could break.

5

What agreement was reached at Council Sub-Committee that will resolve the conflict?

From: Robert Huth <rhuth@kirkhuthllan.com>
 Sent: Thursday, December 3, 2020 3:24 PM
 To: Mayor Delice Waterman <Waterman@pontiac.mi.us>; Matthew F Gob <mgob@outmail.com>
 Cc: Anthony Chab <achab@pmbus.com>; clerk@pmbus.com; Gi rland Doyle <GDoyle@pontiac.mi.us>
 Subject: RE: CHClerk Fall Newsletter

Mayor Waterman:

Thank you for the note. The issue that your referring to is at the very heart subject to interpretation that has sound arguments on both sides. My thought is that it be put to rest with an amendment in ordinance (Sec. 2.544 E2). I realize there are credible arguments against that approach. Still, Pontiac Citizens and the applicant are best served with a speedy resolution. Therefore, my opinion is the once the Clerk's Department has completed the review of the non-provisioning applications he should notify all of the applicants of the status. If an application review is complete but the property is outside of the Cesar Chavez or Walton Blvd Medical Marijuana Overlay Districts and the Clerk determines that a license should not be issued the Clerk should notify the applicant that the review is complete but the property is located outside of the Medical Overlay District.

Thank you,

Rob


Rob Huth



6


Communication Supporting the Agreement

RE: [FWD: Glenwood Plaza]

 Mayor Deirdre Waterman <DWaterman@pontiac.mi.us>
 To: Vernon Gustafsson; Anthony Chubb; Matthew Gibbs
 Cc: mami@rubiconcapital.cc; josephmicha1735@yahoo.com; Angelo Taylor

Tue 11:08 AM

Hello all, Vern shared this email chain with us and I want to share with you my response to a text from Manny and Angelo T, this morning, just so we all can be on same page:
 Their text to me this am stated: ">>>>Garland feels like he can issue the licenses if we have our Special Exemption Permit"...."
 My response: "Yeah! So Garland finally admits he's reviewed & can approve app!! (Wish he would share that with rest of us in the government, but at least we learned it from you.) SEP was always part of our customary process for license in these cases. Just talked to Vern & he's having T. Chubb reach out to you for next steps." Let's keep the process moving forward.

 Dr. Deirdre Waterman
 Mayor | Executive Office
 47450 Woodward Avenue | Pontiac, MI 48342
 Direct Dial: 248.758.3181 | [Error! Hyperlink reference not valid.](mailto:dwaterman@pontiac.mi.us)
dwaterman@pontiac.mi.us
www.pontiac.mi.us

7

Why doesn't the referred ordinance suggestion apply to present applications?

Retroactive legislation presents problems of unfairness that are more serious than those posed by prospective legislation, because it can deprive citizens of legitimate expectations and upset settled transactions.

General Motors Corp v Romein

Legally existing uses of land prior to a new or amended zoning ordinance that are not in compliance are considered to be nonconforming uses. A nonconforming use is a vested right in the use of particular property that is protected because it lawfully existed prior to the new or amended zoning ordinance. Common parlance has coined this as being "grandfathered-in." Under most circumstances, the existing use will continue to exist and not need to meet the new requirements of the zoning ordinance

Macomb Twp v Svinte

8

Review must be based on the Ordinance at the time of Application

Retroactive application of legislation (in this case the proposed ordinance amendment) presents problems of unfairness because it can deprive citizens of legitimate expectations and upset settled transactions. The courts have certain principles in mind when reviewing municipal action seeking to impose a retroactive obligation: First, whether there is specific language providing for retroactive application. Second, whether it is operating retroactively merely because it relates to an antecedent event. Third, whether the retroactive law impairs vested rights acquired under existing laws or create new obligations or duties with respect to transactions or considerations already past.

LaFontaine Saline, Inc v Chrysler Group, LLC

9

Current Effect of the Two Conditional Rezoning(s)



The City of Pontiac is in receipt of application ZMA 20 03 for the proposed conditional rezoning of parcel 64-14-08-156-001. The approximately 30-acre site has access to W New York Avenue and Richard Avenue. Both of these local roads drain into the parcel. Upon filing, the Applicant proposes a Zoning Map Amendment from R-1 One Family Dwelling to M-1 Light Manufacturing with Conditional Rezoning, which would allow medical marijuana non-prisoning facilities to locate. According to the application, the Applicant proposes to develop the vacant parcel into a grower and processor facility.

If the rezoning with conditions are approved, the Applicant is required to obtain an approved Medical Marijuana permit for each Medical Marijuana facility from the City and state of Michigan. Complete a site plan per Section 6.206 to obtain a preliminary and final site plan review from the Planning Commission. Since this parcel is located outside the Walton Blvd Medical Marijuana Overlay District, the Applicant will also need to obtain a Special Exemption Permit approval from the Planning Commission.

- Pursuant to Michigan Law the two approved conditional rezoning applications work to allow the use of Medical Marijuana on each site as a permitted use. A denial of permitting cannot be based on location/use on the site.
- This triggers the apparent intent of Section 3.1106 of the Ordinance that clearly sets forth a process whereby applicants outside of the overlay areas can apply to the Planning Commission for a Special Exemption Permit.

10

Is the Interim Clerk's suggested revision already in the Ordinance? **YES**

Section 3.1106 - Medical Marijuana Uses Requiring Planning Commission Special Exception Permit

Medical Marijuana uses outside the Medical Marijuana Overlay Districts are subject to Planning Commission approval following the Standards for Approval of Section 6.303 for Special Exception Permits, and Article 2, Chapter 5, Development Standards for Specific Uses

Section 3.1107 - Standards for Special Exemption Approval

For consideration of Medical Marijuana uses by the Planning Commission, the Commission shall review each application for the purpose of determining that each Medical Marijuana facility on its location will:

1. Not impact surrounding residential neighborhoods.
2. Provide easy access for patients with accessible parking.
3. Be adequately served by utilities with sufficient capacity.
4. Corridors and streets have the capacity to accommodate potential increases in traffic volumes.
5. Demonstrate a safe and security environment, and uphold the public welfare of the community.
6. Do not add unintended or impromptu costs to City and municipal services.
7. Comply with Section 6.303 Standards for Approval in the Pontiac Zoning Ordinance.

11

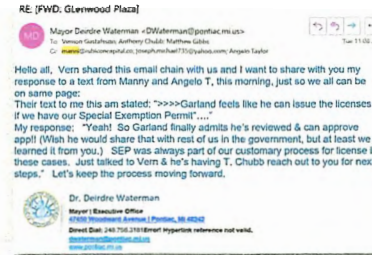
What is the conflict causing the delay?



12

What's the way through this?

1. Issue a decision indicating that the application is complete and ready for approval subject to the SEP.
 2. The PC reviews the SEP Application.
 3. Clerk determines final award.
- * If the Clerk continues to have a concern about land use, at this point, his authority is satisfied, and the applicant can pursue its remedies under law and ordinance.



From: Robert Hobb <rhobb@hobbslaw.com>
 Sent: Thursday, December 3, 2020 2:24 PM
 To: Mayor Derride Waterman <DWaterman@postac.mi.us>; Matthew Cobb <@MCo@hobbslaw.com>
 Cc: Anthony Chubb <achubb@gmMay.com>; jclerk@gmMay.com; Garland Doyle <GDoyle@postac.mi.us>
 Subject: RE: City Clerk Fall Newsletter

Mayor Waterman:
 Thank you for the note. The issue that your referring to is at the very least subject to interpretation that has sound arguments on both sides. My thought is that it be just to rest with an amendment in ordinance (Sec. 2.544(1)) if evidence there are credible arguments against that approach. Still, Pontiac Citizens and the applicant are best served with a speedy resolution. Therefore, my opinion is the once the Clerk's Department has completed the review of the non-prospecting applications he should notify all of the applicants of the status. If an application review is complete but the property is outside of the Cesar Chavez or Walton Blvd Medical Marijuana Overlay Districts and the Clerk determines that a license should not be issued the Clerk should notify the applicant that the review is complete but the property is located outside of the Medical Overlay District.

13

What is the solution?

Knowing that the conditional rezoning applications approved by the Council vest an equity right in property within the City, and knowing that any alteration to an ordinance in the City cannot have a retroactive effect on those rights, my presentation intended to conclude with a strong recommended solution:

1. The Clerk can issue a notice to an affected applicant that their application is compliant, but for the ordinance requirement of a special exemption permit in Section 3.1106.
2. The applicant can avail itself of the process in Section 3.1106, and under the policies and ordinances of the City, seeking an SEP.
3. If awarded a SEP, the Clerk can make a final award.

14



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council Members
FROM: Mayor Deirdre Waterman, City Attorney Anthony Chubb, Legal Counsel Matthew Gibb
DATE: November 25, 2020
RE: **Resolution Regarding the City Clerk's Medical Marihuana Obligations.**

The purpose of this memorandum is to formally request the enforcement of the City Clerk's Medical Marihuana Obligations.

As such, the following resolution is recommended for your consideration:

Whereas, the residents of the City of Pontiac passed a voter-initiated Ordinance in August of 2018 to authorize medical marihuana facilities within the City; and

Whereas, that Ordinance makes the City Clerk responsible for the review, grading, and approval /denial of medical marihuana facility applications including both provisioning center and growth/transport applications; and

Whereas, the applications have been in the possession of the City Clerk for over a year without any application being either fully processed or receiving any form of decision; and

Whereas, the City's internal staff is not receiving complete applications, such that the application may be fully reviewed; and

Whereas, the City Clerk has rejected the opinion and direction of the City Attorney, indicating his intent to withhold the grant of licensure of certain applications in direct violation of the advice and direction of the City Attorney; and

Whereas, pursuant to Charter Section 3.111, the City Clerk is appointed and subject to over-sight of performance by the City Council; and

Whereas, the City Administration hereby requests that the City Council exercise its authority and enforce proper performance of duties by the City Clerk pursuant to Ordinance and Charter and further acknowledge and adhere to opinion and direction provided by the City Attorney.

Now, Therefore Be It Resolved, that the City Council directs the City Clerk to:

- (1) Review all medical marihuana facility applications in a manner consistent with the advice of the City Attorney;*
- (2) Provide City staff and legal counsel complete applications for review;*
- (3) Complete review of all pending medical marihuana grow and processing applications by December 18, 2020; and*
- (4) Complete review of all medical marihuana dispensary applications not later than January 29, 2020.*

SCOTT F. ROBERTS

LAW

SCOTT F. ROBERTS LAW, PLC
500 TEMPLE ST. SUITE 2M
DETROIT, MI 48201

TELEPHONE: (248) 234-4060
FACSIMILE: (248) 331-2458
SCOTT@SCOTTRROBERTSLAW.COM

Pharmaco Inc.

22000 Northwestern HWY

Southfield, MI 48075

April 13th, 2020

RE: Pontiac Application Status

Clerk Doyle,

This letter is to request a thirty (30) day review process on the applications we submitted for a cultivation and processing facility at the Glenwood Plaza. It has come to our attention that Pharmaco, Inc's (the "Company") applications have been incorrectly placed on hold for non-compliance with the zoning ordinance.

As you are aware, Pharmaco, Inc received an approval on its conditional zoning request from the City of Pontiac Planning Commission. The fact that we were seeking this rezoning in order to locate a medical marijuana cultivation and processing facility at this site was specifically considered and approved in the application and granting of the conditional zoning by the City of Pontiac.

It has been brought to our attention that your belief is the City needs to amend the entire zoning ordinance before our applications can be reviewed and approved. This belief is incorrect for the following reasons:

1. The approval of the conditional rezoning was based on the use of the property as a medical marijuana cultivation and processing facility;
2. The inclusion of the stipulation of the use of the property as a cultivation and processing facility means the City has agreed to the location of this facility at the Glenwood Plaza;
3. Because this conditional rezoning has been granted it would allow for the cultivation and processing facilities to be located in the Glenwood Plaza;
4. With Conditional Rezoning granted the only step in the process left prior to application for a special exception permit, is your review to ensure a complete application;
5. The conditional rezoning based on the uses at the Glenwood Plaza represents an agreement between the City of Pontiac and Pharmaco, Inc that includes conditions regarding the development and use of the property for medical marijuana cultivation and processing;
6. Pharmaco, Inc has committed substantial financial investments in the property in reliance on the City's approval of the conditional rezoning.

These facts, when taken together, demonstrate that Pharmaco, Inc. would be able to file suit against the City Clerk's office for failing to process the Company's application and would likely prevail given the extraordinary circumstances currently at play. *See, e.g., Pittsfield v. Malcolm*, 372 Mich 135, 134 NW2d 166 (1965) (Holding Pittsfield was estopped from enforcing its zoning ordinance against the owner of a dog kennel where the city already granted the owner's permits).

However, we believe that such a lawsuit would not be in either the Company or the City's best interest, and we are sending you this letter in an attempt to avoid such a suit.

SCOTT F. ROBERTS

LAW

SCOTT F. ROBERTS LAW, PLC
500 TEMPLE ST. SUITE 2M
DETROIT, MI 48201

TELEPHONE: (248) 234-4060
FACSIMILE: (248) 331-2458
SCOTT@SCOTTRROBERTSLAW.COM

I would also note that your reading of the ordinance is also negatively affecting City of Pontiac residents. As part of its conditional rezoning, Pharmaco, Inc. and the owner of the Glenwood Plaza property committed to the City to build and open a grocery store in the Plaza. This condition was put in place due to the fact that the area is currently a “food desert”, meaning there is a substantial lack of options for local residents to purchase groceries. By unnecessarily holding up the application review, your office is also unnecessarily holding up the grocery store project, which is depriving Pontiac residents of nearby grocery options, which as recent events show, is of critical importance.

For the reasons stated above, we formally request a 30 day review process on our application submitted at this location. Any further delays in processing will cause significant financial harm to Pharmaco, Inc and leave us no choice but to seek legal action against the City of Pontiac Clerks Office to compel timely review of our applications.

We are also formally requesting your response to this letter by April 25th, 2020 stating that you will either be reviewing the application as requested, or that you are denying our request. If denied, the Company will utilize all legally available avenues for moving the project forward, including filing suit as described above. We hope to have your cooperation in this matter.

Sincerely,


Scott F. Roberts

Managing Partner, Scott Roberts Law

cc:

#7

**SPECIAL
PRESENTATION**



Agenda – City of Pontiac Cable Technology Strategy

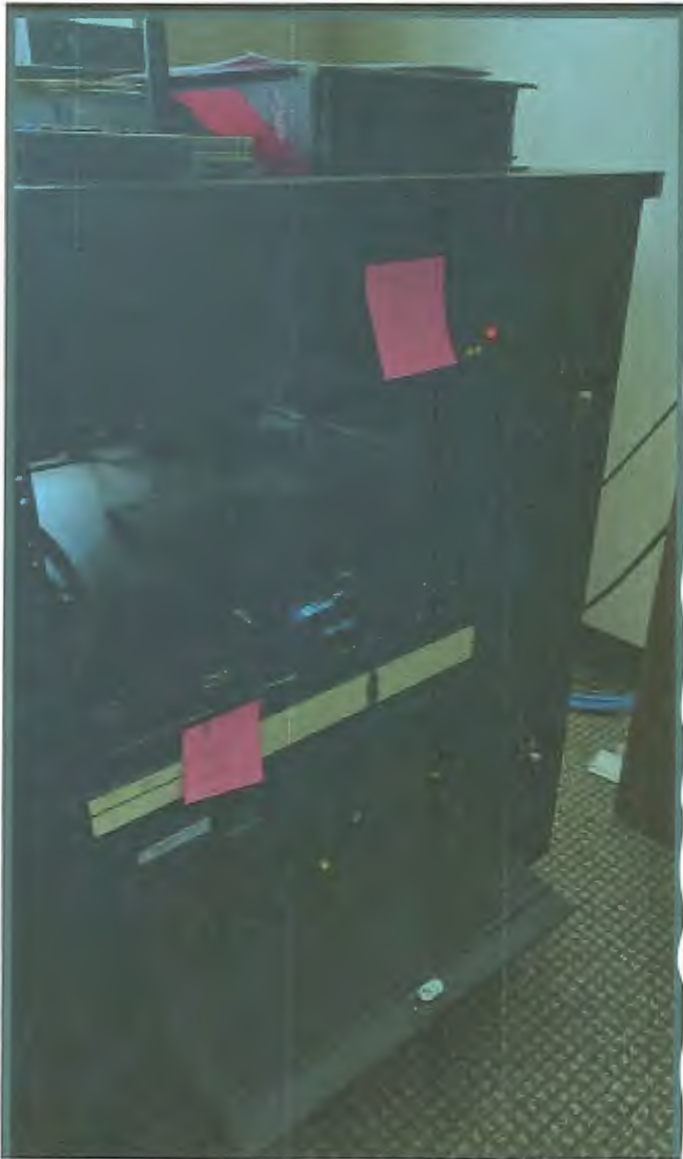
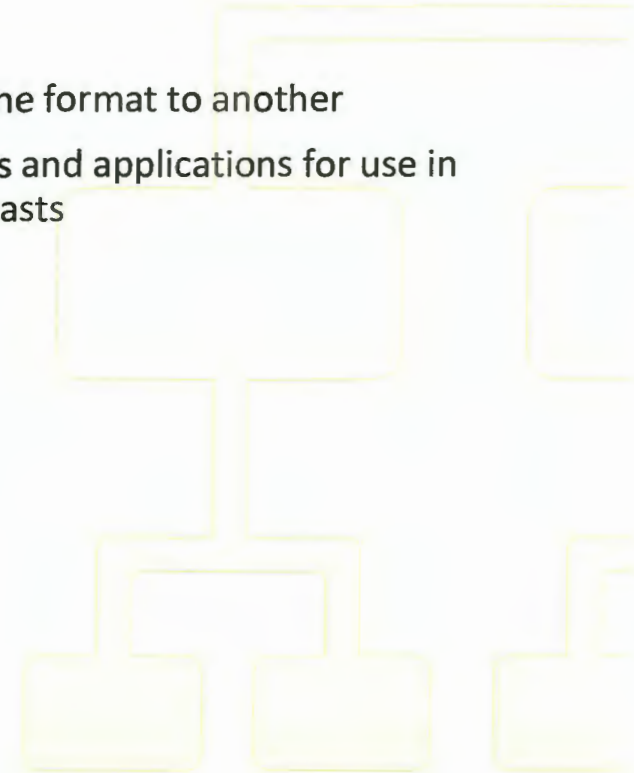
- Review Current Cable System
- Review New Cable Strategy
- Review New Estimated Costs & Timeline
- Closing



CITY OF
Pontiac
MICHIGAN

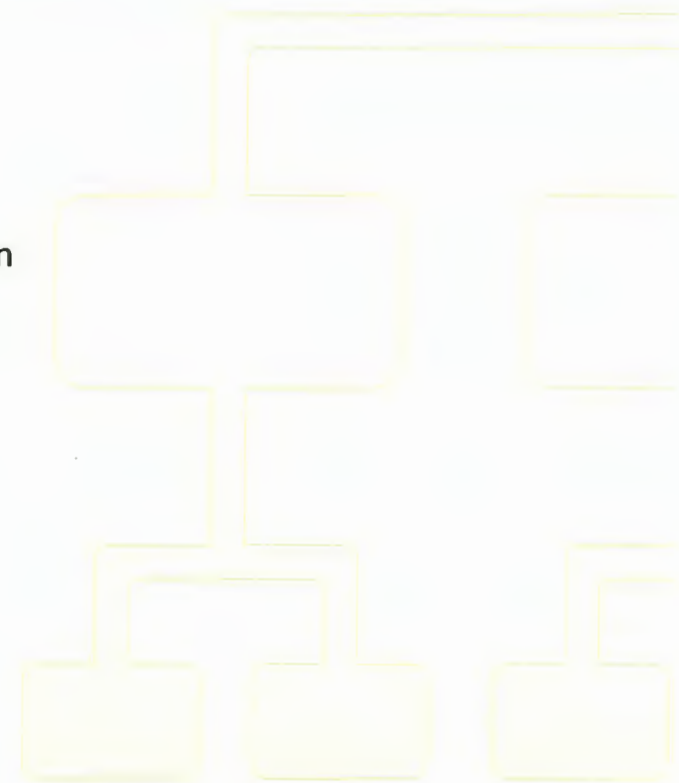
Current Cable System Components

- Encoders – Translates video from one format to another
- Servers – Stores video/audio images and applications for use in broadcasting and scheduling broadcasts
- Broadcast Components
 - 2 Computers for broadcasting
 - 2 Computers for editing
 - Storage array for backup
- Other Components
 - Wiring
 - Cabinets



New Cable Components

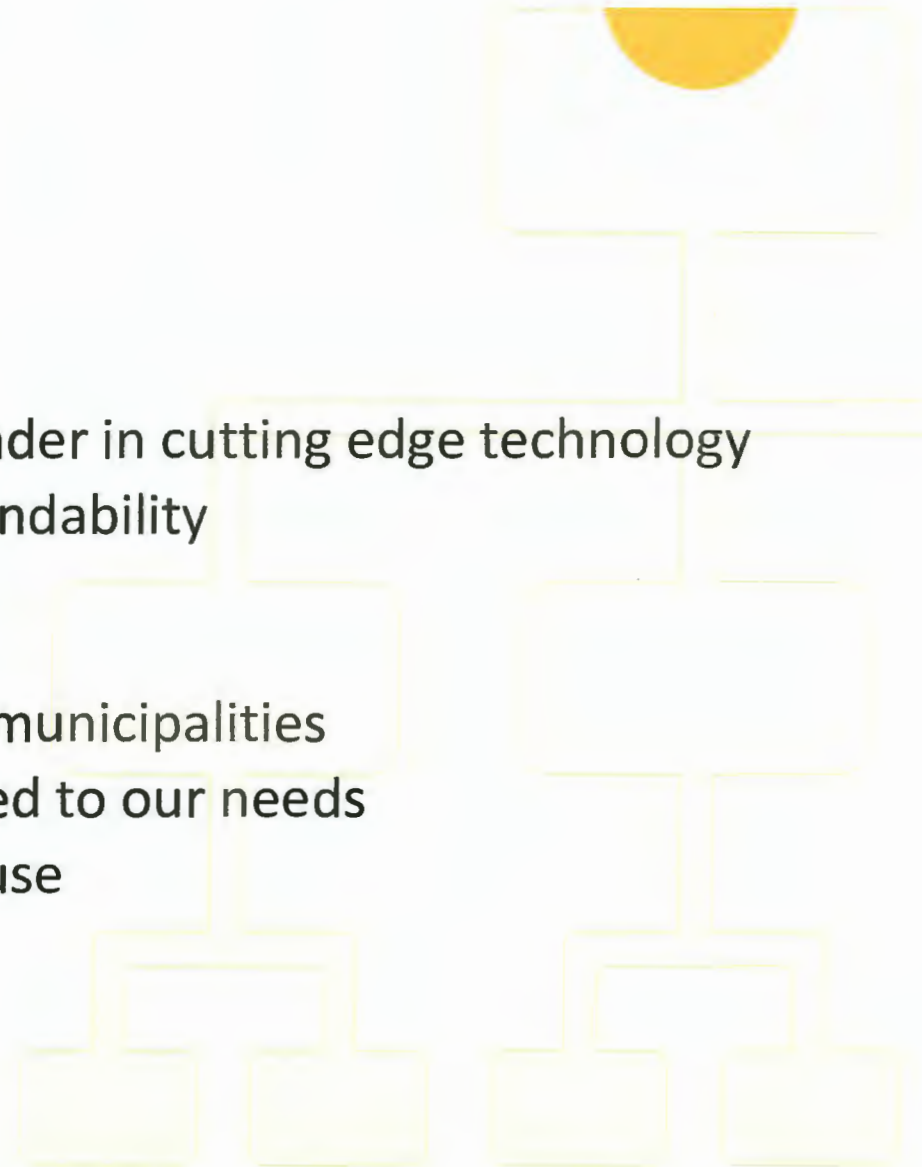
- Install new fiber to increase connectivity (cable tv infrastructure)
- Replace Server with new Tightrope 2 channel digital server system
- Replace encoder with new encoder
- Replace aging broadcast components with new bulletin board software
- Monitoring hardware and software for quick troubleshooting and resolution
- Replace computers and monitors
- New UPS (uninterruptible power supply)
- Upgrade Video Cameras
- New furnishings (desks, towers, enclosures, microphones)
- Installation
- Support



Evaluation Process

• Key Criteria

- Tightrope System is an industry leader in cutting edge technology
- Tightrope system has greater expandability
 - Multiple media formats
 - Improved Audio
- Tightrope system is used by more municipalities
- Tightrope system can be customized to our needs
- Modern design makes it easier to use



New Solution – Estimated Costs

Current	Items	Description	One-Time Cost
Analog	Comcast Fiber Install	Current analog system is 20 years outdated will be replaced by fiber optic infrastructure	\$20,000.00
Obsolete system	Broadcast Switcher	Broadcast switch system will replace the live editing system to camera controller with new computer system for it, in addition to 2 cameras. It replaces the old hardware and software controllers.	\$49,260.00
20 years old Leightronix Obsolete system	Playback Automation system	Media player that is a server that encodes and decodes media. To be broadcasted on cable TV with the storage which includes software, operation software 10 TB of storage. Which include support and warranty for hardware and software	\$22,700.00
NA	Video on Demand (VOD) server	VOD is a server software and hardware. Web centric head end automation system.	\$8,570.00
Limited media	Bulletin Board	It is VIO server hardware with 8TB storage with support and training. 4-5 years hardware support.	\$9,330.00
NA	Live Streaming Server	Single channel H.264 integrated into a streaming server in a 1 RU chassis. With hardware warranty and training and support.	\$5,840.00
NA	VOD and Streaming Service Per Year	Cloud-based service VOD servers help to serve as a viewing and back up for internet. Includes up to 3 streaming channels.	\$7,655.00
Analog Components	Infrastructure Signal Distribution	Is the component that connect hardware and software to the complete cable system. Some of the components are failover switch, multiviewer, Uverse encoder etc.	\$45,928.00
		<i>For detailed description please review included itemized estimates.</i>	
	Total Cost *	<i>*Estimate cost with subject to change.</i>	\$169,283.00

Broadcast Switcher



- Broadcast switch system will replace the live editing system to camera controller with new computer system for it, in addition to 2 cameras.
- It replaces the old hardware and software controllers.
- Estimated cost \$49,260.00

Playback Automation System

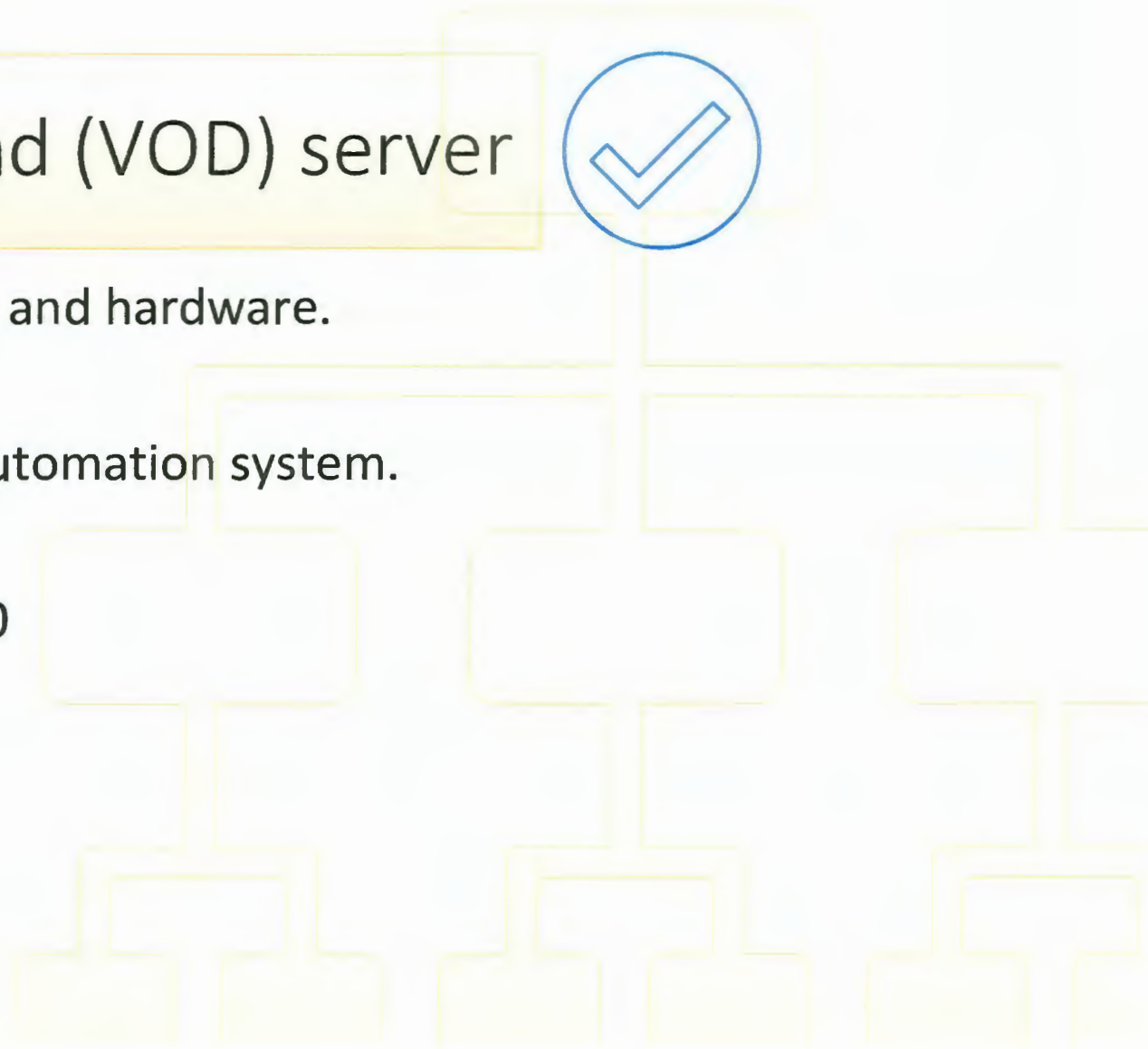


- Media player that is a server that encodes and decodes media. To be broadcasted on cable TV with the storage which includes software, operation software 10 TB of storage.
- Which include support and warranty for hardware and software.
- Estimated Cost \$22,700.00

Video On Demand (VOD) server



- VOD is a server software and hardware.
- Web centric head end automation system.
- Estimated cost \$8,570.00



Bulletin Board



- It is VIO server hardware with 8TB storage with support and training.
- 4-5 years hardware support.
- Estimated cost \$9,330.00

Live Streaming Server



- Single channel H.264 integrated into a streaming server in a 1 RU chassis.
- With hardware warranty and training and support.
- Estimated cost \$ \$5840.00

VOD and streaming service per year



- Cloud-based service VOD servers help to serve as a viewing and back up for internet.
- Includes up to 3 streaming channels.
- Estimated cost \$7,655.00

Infrastructure Signal Distribution



- Is the component that connect hardware and software to the complete cable system.
- Some of the components are failover switch, multiviewer, Uverse encoder etc.
- Estimated cost \$45, 928.00



Thank you for your time this evening!

Cable Strategy





CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Council President, and City Council Members

FROM: Honorable Mayor Deirdre Waterman
Phil Brown, Cable Director

DATE: May 25, 2021

RE: **Condition and Rehabilitation of the Cable System (Infrastructure and Broadcast Components)**
Cable Division produces two channels: Government & Public Access

The City of Pontiac's current cable system is over 20 years old. As such, the existing hardware and software are outdated and unable to be updated. We are recommending the current analog system be replaced to a tightrope system which is new and advanced. The use of the tightrope system can aid in the expansion of the city's media platforms that would allow improved audio and expand media formats that can aid in the expansion of the city's cable service which would provide the opportunity for more viewership.

-
- **Current analog system produces low quality broadcasts**
 - System has not been updated in over 20 years
 - Existing hardware and software cannot be updated
 - **Current wire-based system creates slower broadcasts and uploads**
 - Causes poor quality video and audio
 - Causes delays in broadcasting
 - Difficult to troubleshoot problems as they occur
 - **Current system does not communicate with newer technologies**
 - Infrastructure mismatch causes poor quality broadcasts
 - Upgraded technologies allow for use in new applications

Cable Office recommends as follows to bring our system to the present.

1. Install new fiber to increase connectivity (cable tv infrastructure)
2. Replace Server with new Tightrope 2 channel digital server system
3. Replace encoder with new encoder
4. Replace aging broadcast components with new bulletin board software
5. Monitoring hardware and software for quick troubleshooting and resolution

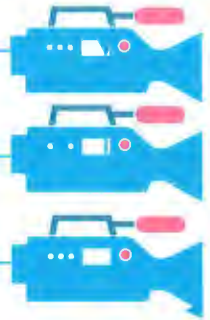
The cost of this project be estimated: \$169,283.00

*WHEREAS, the current analog cable system the City uses for broadcasts is outdated; and
WHEREAS, a new fiber-based system will increase quality of broadcasts
WHEREAS, this will benefit the residents of the City of Pontiac
NOW, THEREFORE, BE IT RESOLVED, that the City Council approves contracts with
Comcast Cable in the amount of \$16,572.87, and Filmtools in the amount of \$149,283.00 to
complete the transition from analog to fiber-based broadcasting services, and authorizes the
Mayor to execute contracts for these transactions.*

pb

Attachments: Comcast Fiber Optic Install
Filmtools Cable System Upgrade Estimate

**Council Chambers
Camera and Audio**



**Control Room
Broadcast Pix Video Server**

**Tightrope Media
VIO4
Playback Server**

**Tightrope Media
VOD (Video on
Demand)**

**Tightrope Media
Streaming Server**

**Cable Encoders
(Comcast, Uverse)**



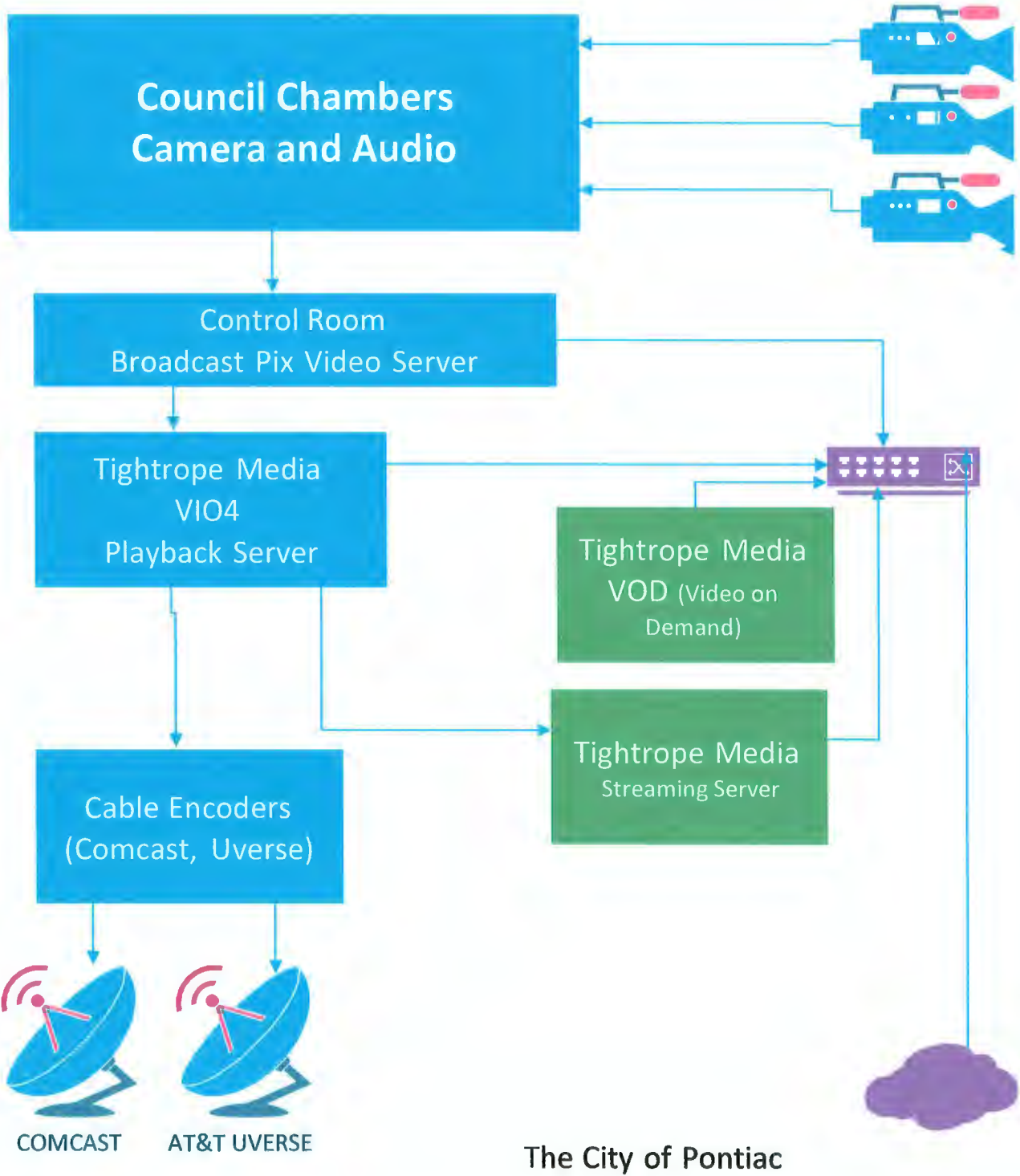
COMCAST



AT&T UVERSE



The City of Pontiac





Comcast Cable
25626 Telegraph Rd.
Southfield, MI 48033

QUOTE

Customer

Name City of Pontiac - PontiacTV
Address 47450 Woodward Avenue
City Pontiac State MI ZIP 48342
Phone 248.758.3000

Date 4/9/2019
Order No.
Rep David Flint
FOB MI

Qty	Description	Unit Price	TOTAL
1	Project Design & Labor	\$13,052.04	\$13,052.04
1	Project Material	\$3,520.83	\$3,520.83
Subtotal			\$16,572.87
Shipping & Handling			
Sales Tax			
TOTAL			\$16,572.87

Office Use Only

Payment required before work can begin.



Quotation

1015 North Hollywood Way
 Burbank, CA 91505
 Phone (818) 566-9898

DATE 4/5/21
 Quotation # SQ-8027188.4

Jon Stilson

Quotation valid until: 5/5/21
 Prepared by: **Jon Stilson**

ions@vtpcorp.com

Sold To:		Ship To:		End User:	
Company Name:	City of Pontiac	City of Pontiac	City of Pontiac	City of Pontiac	City of Pontiac
Address:	47450 Woodward Avenue	47450 Woodward Avenue	47450 Woodward Avenue	47450 Woodward Avenue	47450 Woodward Avenue
Suite #:					
City, State:	Pontiac, MI	Pontiac, MI	Pontiac, MI	Pontiac, MI	Pontiac, MI
Zip Code:	48342	48342	48342	48342	48342
Country:	USA	USA	USA	USA	USA
Contact:	Phillip Brown	Phillip Brown	Phillip Brown	Phillip Brown	Phillip Brown
Telephone:	248-758-3000	248-758-3000	248-758-3000	248-758-3000	248-758-3000
Fax:					
E-mail:	pbrown@pontiac.mi.us	pbrown@pontiac.mi.us	pbrown@pontiac.mi.us	pbrown@pontiac.mi.us	pbrown@pontiac.mi.us

#	QTY	Manufacturer	Product	Description	Unit Price	Extended Price
				Broadcast Switcher		
1	1	Broadcast Pix	BPS-MX	MX 8 systems with 8 SDI inputs + 1 external key and 6 outputs, NewBlue NTX graphics	18,500.00	18,500.00
2	1	Broadcast Pix	806	PTZ Robotic Camera, control and output over IP	1,395.00	1,395.00
3	1	Broadcast Pix	800	Camera Control - up to 12 cameras over IP or serial (Sony, JVC, Hitachi, Pansasonic, Telemetrics, Lumens, Vaddio - requires 814 for serial)	included	
4	1	Broadcast Pix	786	Additional Years support; provides full hardware & software support for 12 months, advanced spares replacement, telephone support, system upgrades and 1 year BPNet license	1,375.00	1,375.00
5	1	Broadcast Pix	968	Mica upgrade Credit Upgrade Credit - The old product must be returned to fully realize the credit	-8,000.00	(8,000.00)
				PTZ Camera		
6	2	Panasonic	AW-UE150KPJ	Panasonic AW-UE150K UHD 4K 20x PTZ Camera (Black)	9,995.00	19,990.00
				Playback Automation System		
7	1	Tightrope Media Systems	CBL-VIO4-600	4 channel configurable SD/HD SDI encode/decode, multi-format server with 10TB of usable RAID5 storage in a 3 RU chassis. Redundant power. Selectable SD or HD SDI with embedded audio. Pulls in RTP, RTMP and HLS streams. Includes Cablecast Automation, Video and CG server Software. Cablecast CG Player Software is optional. Includes graphics, crawl, bug, bug text on output. 3 year hardware warranty and 2 hours of installation support and training within first year.	18,950.00	18,950.00
				Optional Extended Hardware Support (years 4 and 5)		
8	2	Tightrope Media Systems	CBL-VIO4-HA	Annual hardware assurance contract for the CBL-VIO4-600. First 3 years are included with the purchase. Up to 5 years of hardware assurance is available. Must purchase years 4 & 5 before existing assurance expires.	1,875.00	3,750.00

				<p>25% discount on years 4 and 5 if purchased with initial system purchase.</p> <p>VOD Server</p>		
9	1	Tightrope Media Systems	CBL-SVR450-VOD-10	<p>Web centric head end automation system, Carousel server software and Cablecast VOD in a 3 RU chassis. Streams H.264 HLS Adaptive bitrate VOD to mobile devices, OTT and desktops. Redundant power, 10TB RAID5 Content and 256GB RAID1 OS drives. Includes 3 year hardware warranty and 2 hours of remote end user training and installation support within first year.</p> <p>Optional Extended Hardware Support (years 4 and 5)</p>	7,250.00	7,250.00
10	2	Tightrope Media Systems	CBL-PROVOD-10-HA	<p>Annual hardware assurance contract for the Cablecast Pro VOD-10. First 3 years are included with the purchase. Up to 5 years of hardware assurance is available. Must purchase years 4 & 5 before existing assurance expires.</p> <p>25% discount on years 4 and 5 if purchased with initial system purchase.</p> <p>Bulletin Board</p>	660.00	1,320.00
11	2	Tightrope Media Systems	CBL-VIOLITE-CG-SVR	<p>Cablecast VIO server hardware with 8TB storage in a 1RU chassis configured for CG playout on up to two (2) channels. Suitable for that are not utilizing Cablecast Automation or Video Servers. SDI outputs, genlock input, hardware accelerated graphics. Includes 3 year hardware warranty and 2 hours of remote installation support and end user training within first year.</p> <p>Optional Extended Hardware Support (years 4 and 5)</p>	2,550.00	5,100.00
12	4	Tightrope Media Systems	CBL-VIOLITE-CG-HA	<p>Annual hardware assurance contract for the CBL-VIOLITE-600. First 3 years are included with the purchase. Up to 5 years of hardware assurance is available. Must purchase years 4 & 5 before existing assurance expires.</p> <p>25% discount on years 4 and 5 if purchased with initial system purchase.</p>	450.00	1,800.00
13	2	TRMS	CBL-CGPLAYER-LIC	<p>Cablecast CG bulletin board software for installation in Cablecast VIO video servers. All bulletin board features and native integration with the Cablecast schedule for display of "Airs Again On", "Coming up Next"</p> <p>Live Streaming Server</p>	1,215.00	2,430.00
14	2	Tightrope Media Systems	CBL-LIVE-350	<p>Single channel H.264 HLS adaptive bit-rate live streaming server in a 1 RU chassis, integrated into Cablecast's user interface and public web interface. Resolution scales to 1080P. Stream is controllable through Cablecast and may be disabled on a per show basis. Includes 3 year hardware warranty and 1 hour of remote installation support and end user training within first year.</p> <p>Optional Extended Hardware Support (years 4 and 5)</p>	2,500.00	5,000.00
15	4	Tightrope Media Systems	CBL-LIVE-350-HA	<p>Annual hardware assurance contract for the CBL-LIVE. First 3 years are included with the purchase. Up to 5 years of hardware assurance is available. Must purchase years 4 & 5 before existing assurance expires.</p> <p>25% discount on years 4 and 5 if purchased with initial system purchase.</p> <p>VOD and Streaming Service PER YEAR</p>	210.00	840.00

16	1	Tightrope Media Systems	CBL-REFLECT-BND	Annual Cloud-based reflection service operating in conjunction with both Cablecast Live and Cablecast VOD servers that provide a virtually unlimited number of live and VOD internet video streams while conserving your internal bandwidth. Includes up to 3 streaming channels. Requires both Cablecast Live and Cablecast Pro with VOD video servers.	1,895.00	1,895.00
				Optional Extended Software Support (years 2 - 5)		
17	16	Tightrope Media Systems	CBL-SAS-CH-1YR	Annual software maintenance contract per I/O (Input/Output). Covers all the software upgrades including major releases at one facility. VIO4 = 4 I/O Software assurance will need to be made current before additional years can be purchased. 10% discount for multiple year purchases.	360.00	5,760.00
				Infrastructure Signal Distribution		
18	1	AJA	KUMO-3232-R2	KUMO 32x32 Compact SDI Router, with 1 power supply	2,895.00	2,895.00
19	1	AJA	KUMO-PWR-R0	KUMO +12VDC Power Supply, for redundant operation or spare	95.00	95.00
20	1	AJA	KKUMO CP2	2RU Control Panel for all KUMO routers	725.00	725.00
21						
22	2	Bitree	S64T-1MWNBK	12G+ MINI-WECO (MIDSIZE) VIDEO PATCHBAY, 2X32, 2 RU	1,300.00	2,600.00
23	20	Bitree		24" Patch cords	35.00	700.00
				20-slot openGear® High Power Frame - 2 Rack Unit with Fans and Metal Plates on Rear I/O - Includes one PS-9000 Power Supply and HPF-FC Network Controller Card Orders for 20-slot frames only, without Cobalt Digital cards, will not be accepted. [Options (sold separately) available for this item include: PSU-9000, 9000-FSB, SNMP-HPF-FC]		
24	1	Cobalt	HPF-9000-N		1,499.00	1,499.00
25	1	Cobalt	PS-9000	Extra (redundant) HPF-9000 frame power supply	459.00	459.00
26	1	Cobalt	HPF9000-FSB	Frame support bracket kit.	50.00	50.00
				Failover Switch		
27	2	Cobalt	9121	3G/HD/SD-SDI / ASI Redundancy Switch allows manual or failover changeover control between two SDI or ASI sources to a common SDI or ASI output.	1,525.00	3,050.00
				20-Slot Frame Rear I/O Module (Standard Width) Dual SDI/ASI Input BNCs, Relay SDI/ASI Output BNC, 4 SDI/ASI Reclockable Output BNCs, 2 GPI, 2 GPO		
28	2	Cobalt	RM20-9121-B		245.00	490.00
				Multiview Encoder		
29	1	Cobalt	9970-QS	3G/HD/SD-SDI/CVBS Quint Split (5) Input Expandable Multi-Image Display Processor with Integrated HTML5 WebGUI Control and Monitoring, 3G-SDI and HDMI outputs, Embedded Audio Routing, User Configurable UMDs, Tallies, Labels, Audio Meters, Graticules, Timecode, and Metadata displays	2,324.00	2,324.00
				20-Slot Frame Rear I/O Module (Standard-Width) (5) 3G/HD-SD-SDI/CVBS Inputs, (2) 3G/HD/SD-SDI DA Outputs, COMM/GPIO Port (Combined HD-15 connector), HDMI Output, Ethernet Port (all coaxial connectors DIN 1.0/2.3)		
30	1	Cobalt	RM20-9970-C-DIN		208.00	208.00
				Signal Timing and Distribution		
31	1	Cobalt	9363	Multi-Format Reference Generator with Bi-Level, Tri-Level, and AES/Word Clock Outputs	2,335.00	2,335.00
				20-Slot Frame Rear I/O Module (Standard Width) BNC Analog Reference Input or AES/Word Clock Output (configurable), 4x2 BNC Analog Reference Outputs, dedicated AES/Word Clock BNC Output		
32	1	Cobalt	RM20-9363-A		89.00	89.00
				Analog Video Looping 1x8 Distribution Amplifier with EQ		
33	1	Cobalt	9910DA-AV-EQ		295.00	295.00

34	1	Cobalt	RM20-9910AV-B	20-Slot Frame Rear I/O Module (Standard Width) (1) Analog Video Input BNC, (8) Analog DA Output BNCs, (1) Input Loop Output BNC	89.00	89.00
35	2	Cobalt	9501-DCDA-3G	Down-Converter/DA with 3G/HD/SD-SDI Input, Reclocking, SD-SDI and Analog Video/Audio Outputs	2,175.00	4,350.00
36	2	Cobalt	RM20-9501-B	20-Slot Frame Rear I/O Module (Standard Width) (2) 3G/HD/SD-SDI Input BNCs, (2) 3G/HD/SD-SDI Reclocked Output BNCs, (2) Output BNCs (GUI- selectable as SD-SDI and/or Analog CVBS), (4) Analog Audio Outputs	85.00	170.00
				Zoom Hibrid Adapter		
37	1	AJA	U-TAP-SDI-R0	HD/SD USB 3.0 Capture Device for Mac/Windows/Linux with 3G-SDI Input, Bus Powered, No Driver Software Necessary	325.00	325.00
				Multiview Monitor and edit Monitor		
38	2	Samsung	HG40NJ477MFXZA	477 Series 40" Standard Direct-Lit LED Hospitality TV for Guest Engagement	420.00	840.00
				UVerse Encoder		
39	1	Niagara	96-03012	8000N-S2; 8000 SCX Windows HD encoder with 2 SDI inputs	5,075.00	5,075.00
40	3	Niagara	96-INSTALL	Niagara hourly service - remote set up and configuration	135.00	405.00
				Comcast Encoder		
41	2			TBD The City of Pontiac will have to contact their Representative to see what their local Distribution Center requires for a SD/HD SDI Encoder.	TBD	
				Uninterruptable Power Supply		
42	2	cyberpower	13419759	1500VA 1500W SINE WAVE 2U RACK TWR UPS Uninterruptible Power Supply	675.00	1,350.00
43	2	Cyberpower	13419768	EXTENDED TIME BATTERY PACK	485.00	970.00
				Equipment Rack		
44	1	Middle Atlantic	MRK-4436LRD	MRK SERIES RACK, 44 RU, 36"D, W/O REAR DOOR (FOB)	1,495.00	1,495.00
45	1	Middle Atlantic	SPN-44-36	Pair of Side Panels Fits MRK-4436- Black Finish (FOB)	800.00	800.00
46	1	Middle Atlantic	CBS-MRK-36	Low-rise inner platform style caster base; 1300 lb capacity	245.00	245.00
47				Additional Broadcast Pix training can be purchased upon request.		
				BOM AND DESIGN TBD		
				Service- Install Rack, move any equipment to new rack Install all new equipment into rack. Make Cables, connect and Configure everything. Clean dust from any existing equipment. Create a complete system drawing and cable list, training. Install new Broadcast Pix configure and test. Run Ethemet cable to and install new cameras in Council Chambers. Configure all infrastructure equipment for proper signal conversion. Work with Cable Companies to ensure proper transmission of signal. Includes Cable, Cable Management, Connectors, Labels, hardware, feeight, travel and expenses.		
48	1		IC		12,000.00	12,000.00
					SUBTOTAL	\$ 133,283.00

TAX RATE	
SALES TAX	-
SHIPPING	-
RECYCLE FEES	
TOTAL	\$ 133,283.00

Quotation Comments



1015 North Hollywood Way
Burbank, CA 91505
Phone (818) 566-9898

Quotation

DATE 4/5/21
Quotation # SQ-8027188.4

*Quotation valid until: 5/5/21
Prepared by: Jon Stilson*

Purchase orders should include:

Company Name, address, phone, fax, contact email, Bill To / Ship To address, phone, fax, contact email
Payment Terms (same as Filmtools quotation)

Purchase orders and payments are to be addressed to:

Filmtools
1015 North Hollywood Way
Burbank, CA 91505

Payment information:

US Wire Transfer
Wire and ACH payments
accepted.

Regular Mail
Filmtools
1015 North Hollywood Way
Burbank, CA 91505

The price quotation above is a binding offer good up and until the expiration date set forth herein, unless earlier withdrawn by Filmtools in writing, after which it is subject to change by Filmtools in its sole discretion. "Filmtools" means the applicable Filmtools contracting party under the Agreement.

By signing below, the customer represents and warrants that the undersigned is a duly authorized representative of customer acknowledges that is has read, understands and confirms acceptance of the terms and conditions of this quote.

Customer

CUSTOMER NAME: _____
SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____

TAX EXEMPT?

- NO
- If YES, please attach the appropriate forms

Filmtools TERMS & CONDITIONS

All Filmtools Orders

Prices quoted by Filmtools are cash discount prices in U.S. Currency for either one, or specific quantities of equipment or package bids, and price and availability are subject to change without notice. Prices do not include taxes, delivery, handling charges, export uplifts, export fees, or California SBOE Electronic Waste Recycling Fees. Exact cash payment is generally accepted by Filmtools except in large dollar amounts for which Filmtools may request payment by cashier's check drawn on a major U.S. Bank or Financial Institution. UPS COD delivery service no longer accepts cash payment, and is for cashier's check payment only (see COD section below). Filmtools requires a valid sold to name, billing address, and telephone number as a minimum amount of information to record a transaction, cash or otherwise and may impose limitation on any order.

California Electronic Waste Device Recycling Fees

Filmtools will charge RECYCLING FEES at the time of sale to comply with the mandatory new California State Electronic Recycling Fee Regulations that became effective January 1, 2005 (revised January 1, 2013) for various designated classifications of electronic devices that are considered hazardous waste when disposed. The fees are mandatory for sales of these products that are delivered within the State of California and help to offset the cost of the state's waste disposal management. Information regarding this program and fees can be found on the State of California Board of Equalization web site at www.boe.ca.gov. Currently, the RECYCLING FEES apply to each CRT (video monitor, TV, computer monitor), LCD viewable monitor, TV, or computer display, plasma, or laptop with LCD display sold by Filmtools. The amounts are calculated as follows: if the display (or aggregate total of the screens of a multi-screen LCD display) is more than 4 diagonal inches but less than 15 diagonal inches, \$3 for each unit (RECYCLE FEE 1); if the display (or aggregate total of the screens of a multi-screen LCD display) is more than 15 diagonal inches but less than 35 diagonal inches, \$4 for each unit (RECYCLE FEE 2); if the display (or aggregate total of the screens of a multi-screen LCD display unit) is more than 35 diagonal inches, \$5 for each unit (RECYCLE FEE 3). These fees will appear on your Filmtools invoice and are not subject to tax. Among the devices currently considered exempt are oscilloscopes. The classifications of devices and the corresponding fees is subject to change and amendment by the State of California without notice.

COD, Payment by Cashier's Check

Cashier's Checks drawn against major banks in the United States made payable to Filmtools are generally the accepted form of payment on COD cash orders to accounts who have applied to Filmtools and who have been approved for COD cash terms, provided that photo driver's license identification is presented upon delivery. Money orders and other Company, Bank, or Personal Checks are not accepted on COD Cash orders except for established Filmtools accounts with Credit (Net) Terms and Filmtools Credit approval for each order. All COD delivery orders, if accepted, will include any applicable local carrier charge such as from UPS, or a local delivery charge from Filmtools based upon local delivery by Filmtools truck (available for Los Angeles, Santa Monica, Hollywood, Burbank, and Metro LA Area). A non-refundable deposit may apply to out of state or out of area delivery, large quantities, large dollar amounts, or on special order items not normally stocked at Filmtools. Filmtools may specifically limit the acceptance of COD orders with other terms and conditions that may pertain to the sale.

Deposits

A non-refundable cash or pre-pay check or money order deposit generally applies to large quantities, large dollar amounts, or on special order items not normally stocked at Filmtools. Visa, MasterCard, and American Express Credit Cards may not be used to pay for deposits. Your deposit should be paid well enough in advance of attempting to place an order so that your funds will have time to clear your bank. Depending on your bank, this may take from 3 to 5 working days or more.

Handling Charges and Payment by Visa, MasterCard, & American Express

A 2.75% handling charge (loss of cash discount) of the total order amount including shipping and tax will apply for payment by Visa, MasterCard, or American Express credit card for normally stocked items. No other credit cards are accepted by Filmtools. This handling charge may not be waived except for Government Credit Cards. You will need to sign a Filmtools Credit Card Authorization form specifically for your order, prior to your order's acceptance, unless your order is for a normally stocked item and you have presented your card to will-call and signed a credit card sales draft or Filmtools order form. You must be the cardholder and you may be asked to provide appropriate proof. This written authorization may apply to the use of your credit card to charge for merchandise, delivery, applicable taxes, handling fees, and other charges. Handling and/or other charges for delivery may apply as may be quoted by Filmtools for such reasons as inbound freight, oversize, rush orders, heavy, and large quantities. You will not receive credit for the 4% handling charge or delivery charge of your order applied by you on your credit card for any of the following: approved deposits, canceled orders, refused order delivery, or inbound freight charges (if applicable), or even if you later pay your order by cash or cashier's check.

Payment or Company Check

If you do not have an established terms account with Filmtools, prepayment on a company or personal check is acceptable, if you allow for sufficient time for Filmtools to deposit and clear funds from your check. If you are paying by personal or company check, you will be asked to show a valid driver's license and allow us to verify the pending transaction prior to release of merchandise. For personal checks, the driver's license and the person that is accepting delivery must match the name on the check. Handling and/or other charges for delivery may always apply as may be quoted for such reasons as inbound freight, oversize, rush orders, heavy, and large quantities.

Standard Manufacturer's Warranty & 20% Restocking Fee

Standard Manufacturer's Limited Warranty applies to all items. This Limited Warranty is significantly different on most items, even on similar items from the same Manufacturer. On some items, you may be able to purchase extended limited warranties and service agreements through Filmtools. Standard Manufacturer's Limited Warranty is generally Depot Manufacturer USA. No other warranty is expressed or implied by Filmtools. If you have paid by credit card, your Warranty may be augmented under certain conditions by the Credit Card Company who issued you your card. Filmtools is not part of or bound by any such agreement, and Filmtools offers no suitability of performance guarantee nor Filmtools warranty of merchandise, including but not limited to tape and tape format compatibility between products and manufacturers. In the event new, opened box, or unopened box, or damaged merchandise purchased from Filmtools is authorized to be accepted for return credit by Filmtools, you will be given a Filmtools return authorization number which should be attached to your merchandise for processing. This number is a Filmtools number, and is not a Manufacturer number. Manufacturers are NOT authorized to grant return authorizations for Filmtools even if for whatever reason you have gotten a Manufacturer return authorization number yourself (i.e., obtaining a Manufacturer number does not constitute the issuance of a return authorization number from Filmtools). Please be aware that a minimum restocking fee of 20% generally applies to all accepted returns, regardless of the reason for the return, as may be granted directly by Filmtools by the Manufacturer to take product back by the additional written authorization as may be granted by Filmtools. Proof of purchase to obtain a factory depot limited warranty authorized service from the manufacturer or any other factory authorized repair center is required.

Applying for Net Terms or Changing Terms with Filmtools

Generally, you may not change payment terms with Filmtools on any individual order once it has been placed. Prior to order, you may apply to establish (or to increase your available credit line) a Terms Account with Filmtools, provided that you fill out current applicable information on our Credit Application and return it to us by FAX, and the original by delivery or mail. Please allow us at least 2-3 weeks to review your application and to notify you of our decision. If approved by Filmtools, Net Accounts are generally established for Net 30 day payment, however, based upon your application, COD Terms may also be approved for payment by personal or company check upon delivery or will-call pickup. Hard copy Purchase orders with applicable billing contact and ship to information are generally required for first time Net Terms Accounts. Fax purchase orders are generally accepted for established current accounts.

Filmtools Product Lines

Filmtools may choose to restrict its own representation, demonstration, sales and/or delivery of certain Manufacturer products within certain geographic territories and business locations. Certain Products such as from Panasonic Broadcast and Sony CineAlta Broadcast have special ordering processes with special Manufacturer Terms & Conditions that apply to both you and any funding source you may have. Please refer to our About Us and Line Card sections of our web site or contact us for additional information. All products considered "in stock" at Filmtools or otherwise "orderable items" are subject to availability at any time from the Manufacturer.

Will Call Pickup

Please check with the Sales Department about the status of your order and the locations and hours of will-call pickup prior to arriving (will-call is only available when pre-arranged with Filmtools). Generally, the minimum time between a confirmed telephone order for will-call for a stocked item and your order being available for pickup varies, with a minimum time of approximately 1 hour for internal processing. If you are given an order number, please reference that number when you arrive in will-call. If you may wish to purchase something in addition to your order upon a will-call visit, please contact the Sales Department prior to your pick up to place a new order and/or discuss what additional items may be stocked or not stocked, what pricing may apply, and what payment terms may apply. Please see each section of these Terms as they may apply to your method of payment.

Delivery & Order Turnaround

Standard delivery is UPS ground. Within certain UPS zones, delivery may be next day, two day, or up to 5 days between zones. Filmtools also uses the services of Federal Express for out of area customer shipments. Normal order turnaround is a 24 hours for stock items not including delivery, and from 1-2 weeks or more for Manufacturer stock items not including delivery. Special order items can take up to 6 weeks or more plus delivery. Rush orders are generally not accepted except for established accounts with Filmtools and require special handling charges. Los Angeles area customers may receive product delivery in Filmtools trucks or other common freight carriers, however, shipment and delivery method generally remains at the discretion of Filmtools. Filmtools truck delivery is considered taxable, and the amounts charged vary, depending on the product to be shipped, the ship to location, time of delivery, inside delivery (if applicable), or any delivery special handling that may have to occur. Filmtools may authorize the use of recipient Federal Express numbers if such requests are made at the time of order. Stock items at Filmtools are considered FOB Filmtools Burbank, California. Non-stock items may be considered FOB Manufacturer warehouse location. Filmtools does not drop ship orders out of Manufacturer inventory except under special, pre-arranged circumstances with the added pre-approval of both Filmtools and the Manufacturer.

Partial Shipments

Filmtools generally ships all orders complete (i.e., all items on an order) with one delivery, unless it is not practical for Filmtools to do so due to backordered items or the size of an order. Partial shipments may be requested, provided that payment for and arrangements for separate delivery are made and confirmed with Filmtools in advance of all shipments.

Demo & Used Equipment

No product rentals or loaner equipment is available for backordered items. Used equipment (including equipment Filmtools may use for product demonstration purposes) may be available for purchase from time to time on specific models and from specific manufacturers at special pricing with limited or no warranty (as is). Filmtools does not accept equipment for trade in or consignment.

#8

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Mayor Deirdre Waterman, Linnette Phillips, Director Economic Development

DATE: May 18, 2021

RE: Resolution to Reprogram HOME Consortium - Carriage Circle Funds and Recommending Project Allocations for Community Development Block Grant (CDBG) Program Year 2020

The City of Pontiac (COP) was awarded \$250,000 in HOME Consortium Funds for the rehab of Carriage Circle Apartments, however, Oakland County allocated funds for this initiative, thus allowing the COP to retain our funds and the opportunity to reprogram them for other CDBG usage. The following are recommendations to reprogram and allocate funds for the following projects for Program Year 2020, which is fiscal year 2021.

The amount of re-programmed funds is \$250,000 for the following proposed projects for consideration

1. Senior Center Facilities for \$125,000 for rehabilitation of the two senior centers; Robert Bowen and Ruth Peterson upgrades the bathrooms to ADA compliance.
2. Youth Services for \$15,000 for mentoring support programs
3. Sidewalks for \$110,000 to repair sidewalks throughout the City of Pontiac as outlined in Sidewalk Repair Area Map with costs for 9 areas in each of the 7 Districts.

Resolution Following Next Page



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO REPROGRAM HOME CONSORTIUM FUNDING FROM THE CARRIAGE CIRCLE PROJECT TO PROPOSED RECOMMENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS FOR PROGRAM YEAR 2020

Whereas, the City of Pontiac is requesting HOME Consortium funds allocated for Carriage Circle Apartments be reprogrammed for proposed and recommended Community Development Block Grant (CDBG) projects; and

Whereas, the Oakland County accessed Oakland County HOME Consortium funds for this project, thus freeing up City of Pontiac funds to be reprogrammed for CDBG Program Year 2020 projects; and

Whereas, the following projects are being considered:

- 1. Senior Center Facilities - \$125,000: Rehabilitation of the two senior centers; Robert Bowen and Ruth Peterson bathrooms to upgrade to ADA compliance.*
- 2. Youth Services - \$15,000: Mentoring support programs for COP youth.*
- 3. Sidewalks - \$110,000: to repair sidewalks throughout the City of Pontiac as outlined in Sidewalk Repair Area Map.*

Now Therefore be it Resolved, that the Pontiac City Council approve the reprogramming of HOME Consortium funds for CDBG projects for Year 2020 for the proposed recommended projects for the \$250,000 amount previously allocated for Carriage Circle which was paid by Oakland County out of the Oakland County HOME Consortium fund. .



Request to Reprogram HOME Consortium Funds for Carriage Circle and Recommending Project Allocations for CDBG Program Year 2020 Projects

May 18, 2021

HOME FUNDS are HUD FUNDS

The City of Pontiac is a Sub-Recipient to Oakland County for our HUD funds which are comprised of both CDBG and HOME.

HOME funds are for Home Improvement Projects such as Carriage Circle. The project was proposed for \$250,000 HUD HOME Funds.

Oakland County funded the project through their HOME funds freeing up the City of Pontiac to maintain ours to reprogram.

Pontiac HOME Report

OAKLAND COUNTY NEIGHBORHOOD & HOUSING DEVELOPMENT								
HOME IMPROVEMENT PROGRAM REPORT								
Year-To-Date Report for Program Year 2020 (7/1/20 - 6/30/21)								
1st Quarter 7/1/2020 thru 9/30/2020	APPLICATION STATUS			LOAN STATUS				
	Received	Approved	Denied	Specs Written	Loans Closed	Under Cons.	Completions	Total Project(s) Amount
COMMUNITIES	Year to Date	Year to Date	Year to Date	Year to Date	Current Quarter	Current as of 10/15/20	Year to Date	Year to Date
Pontiac	12	12	3	9	4	12	7	\$235,685

The COP has a balance of approximately \$164, 315 in available HOME Improvement Funds

Why Re-Program to CDBG?

- The COP has an approximate balance of \$164,315 available for HOME Improvement funds for COP residents.
- Oakland County allocated the \$250,000 funds to Program Year 2020 projects, stated in our Award Letter.

CDBG Program Year 2020 Projects

- \$821,616 awarded to the COP as a Sub-Recipient to Oakland County.
 - \$50,000 Senior Housekeeping
 - \$165,000 Senior Centers – parking lot repairs
 - \$256,616 Sidewalks
 - \$250,000 Carriage Circle funds to be re-programmed.

Proposed Program Year 2020 Carriage Circle Funds

- \$125,000 Senior Center bathrooms upgraded to ADA compliance
- \$15,000 Youth Mentoring Support Programs
- \$110,000 Sidewalks

#9 & #10

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Mayor Deirdre Waterman, City Council President Williams and
City Council Members

FROM: Mathew A Gibb, Special Counsel for Economic Development

DATE: May 13, 2021
For the Council session of May 18, 2021

**RE: RESOLUTION TO ACCEPT AND AUTHORIZE CONTRACTS FOR
SERVICES TO ASSESS NEED AND REQUIREMENTS FOR THE CITY TO
RESUME FEDERAL AND FOUNDATION GRANT ADMINISTRATION**

BACKGROUND

The City of Pontiac, by resolution of Council, accepted a grant award from the Community foundation of Southeast Michigan that was in response to the application and work of Economic Development director Lynnette Phillips seeking funding for the assessment and planning of bringing the City's federal grant administration back within the City administration.

In November 2020 a Request for Qualifications was approved by procurement and posted in the regular and proper manner, such RFQ seeking responsive proposals and qualifications for the purpose stated in the RFQ. As a result of this posting, five responsive proposals were received by the City.

Consultant	Fee	Time	Project Manager	Interview	Documents Provided
Baker Tilly	\$95,077.50	401 hours	Monique Caston	Wed. Feb 17 th 4:00 pm	(1) Detailed Budget (2) Sample Contract (3) PPT (4) Proposal (5) Response to Ques
MGT Cons	\$28,450 + billable hourly rates	12 weeks	Amy Whitsett	Fri. Feb. 19 th 1:00 pm	(1) PPT (2) Response to Ques (3) Proposal (4) Cost Proposal
Public Cons	\$99,698	456 hours	Travis Robinson	Wed. Feb. 1 th 2:00 pm	(1) Proposal (2) Response to Ques
Huron Cons	\$150,000	8 weeks	Marisa Zuskar	Thurs. Feb. 18 th 3:00 pm	(1) Proposal (2) Response to Ques
Clay/Mehreteab	\$ 57,000 <u>\$ 43,000</u> \$100,000	Phase 1: 2 mths Phase 2 – 3 mths		Wed. Feb. 10 th 4:00 pm	(1) Comments on Grant Writer position (2) 90 Project Plan (3) Proposal

The proposals were independently scored by staff, and interviews were conducted of each responding group. The interviewing team was comprised of: Mayor Waterman, Matt Gibb, Miriam Cox, Linnette Phillips and Vern Gustafsson. Interviews were completed Friday, February 19, 2021.

Following interviews, the two top scoring and identified firms were contacted to inquire as to whether each firm would be able and willing to provide a scaled scope of services that brought forth the strength of each firm to the City. Both firms have agreed to offering a focused scope of work, and the City is prepared to contract with each firm and begin this important process.

IT IS RECOMMENDED

The City enter contracts for services with the following entities

Phillip Clay and Ghebre Selassie Mehreteab

Highly recommended and regarded experts in the field of foundational grants

Proposed Contract \$65,0000

BAKER TILLY

The highest scoring proposal, providing the broadest resources, and training guidance

Proposed Contract \$65,0000

The contract would start immediately upon authorization and execution, with the schedule of work to be completed prior to the end of 2021. The proposed resolution for Council’s consideration includes direction to define the final scope of work, obtain contract approval from the City Attorney, and authorize the Mayor to execute and perform all functions necessary to commence and complete the terms thereof.

RESOLUTION FOLLOWS ON NEXT PAGE

CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO ACCEPT AND AUTHORIZE CONTRACTS FOR SERVICES TO ASSESS NEED AND REQUIREMENTS FOR THE CITY TO RESUME FEDERAL AND FOUNDATION GRANT ADMINISTRATION

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held at Pontiac City Hall on _____, 2021, the following resolution was offered by _____ and supported by _____.

Whereas, on September 29, 2020, the Pontiac City Council unanimously approved a “Resolution to authorize the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to increase account 101-000-532.000 in the amount of \$100,000.00. The City has received a \$100,000.00 grant the Community Foundation of Southeast Michigan to support the development of an internal grants management process and system”; and

Whereas, in November, 2020, a duly authorized Request for Qualification was posted in the regular process by the City of Pontiac, soliciting responsive proposals and qualifications for the performance of services contemplated under the grant and pursuant to the intention of the City Council and Administration; and

Whereas, following the independent scoring and interviewing of each responsive proposal, the administration has recommended that two firms are contracted on behalf of the City of Pontiac to perform services that would assess the needs and requirements for the City to resume an administrative role in the application and processing of federal and foundational grants

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby Authorize the Mayor to complete a final scope of work and execute all appropriate contracts or agreements, as approved by the City Attorney, for the services described herein with BAKER TILLY US, LLP in an amount not to exceed \$65,000 and with the professional advisors between Phillip Clay and Ghebre Selassie Mehreteab in an amount not to exceed \$65,000, jointly.

PASSED AND APPROVED BY THE CITY COUNCIL, Pontiac, Michigan, this ____ day of _____, 2021.

AYES: _____

NAYS: _____

I, Garland Doyle, Interim Clerk of the City of Pontiac, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the City of Pontiac on _____, 2020.

GARLAND DOYLE, City Clerk

Dated: _____, 2021

ADVISORY SERVICE AGREEMENT

Agreement (this "Agreement") made as of the _____ day of _____ 2021, by and between Phillip Clay/Ghebre Selassie Mehreteab, ("The Advisors"), and the City of Pontiac and its designated departments ("COP"). COP and The Advisors, when referred to collectively, shall be the "Parties."

RECITALS

WHEREAS the City of Pontiac is conducting an assessment of criteria and resources required and necessary to be the primary administrator for federal grants and also respond to philanthropic grants from foundations and other sources.

WHEREAS the City of Pontiac in determining resources and processes needed to manage grants from various philanthropic sources and aims to frame a development strategy and create its own staffing and infrastructure for grant procurement, management and reporting.

WHEREAS Phillip Clay, a professor at MIT and a former foundation trustee with experience working on project outlined in COP's RFQ in Detroit and other cities. Gabe Mehreteab has been working in Detroit since February 2010 as a senior advisor to the Ford Foundation, CFSEM, as well as with the Detroit Chief Financial Officer and the Emergency Financial Manager. Attachment A.

WHEREAS COP wishes to retain the consulting services of Phillip L. Clay and Ghebre Selassie Mehreteab ("The Advisors")

NOW THEREFORE, COP hereby retains the services of The Advisors under the following terms and conditions.

TERMS AND CONDITIONS

- 1.0 TERM OF AGREEMENT** - This Agreement shall begin on _____, 2021 and terminate on October 15, 2021 if not earlier as set forth below but may be extended upon written agreement by the Parties.
- 2.0 PAYMENT SCHEDULE** - COP will retain The Advisors at rate of \$65,000 for the duration of the Agreement. The Advisors will **NOT** be reimbursed for expenses for their travel and accommodation
- a. Upon the signing of the Agreement, the Advisors will each be paid \$16,250 totaling \$32,500.
 - b. Upon the submission of the final report, the Advisors will each be paid \$16,250 totaling \$32,500.

3.0 SCOPE OF WORK –

First Phase, May 15, 2021 to July 31, 2021

1. Request e-introductions and have interviews with City of Pontiac (CoP) department heads, Oakland County and the state of Michigan
2. Requests documents from the City of Pontiac (CoP), e-introductions, conduct interviews and host virtual sessions with departments heads, key government funders, etc.
3. Interview key foundation and corporate funders.
4. Assess with the CoP how best to take advantage of current funding opportunities and incorporate new CoP in the project work
5. Re-interview select funders and partners regarding potential funding recommendations to the CoP regarding building or strengthening internal capacity.
6. Provide hand-on guidance to CoP staff on preparing a grant proposal.
7. Second session with Department heads with a focus the proposal process: from pitching an idea to grant management and reports.

Second Phase, August 1, 2021 to October 15, 2021

8. Review and assess capacity CoP resources, staffing and program needs, to develop and manage programs and make necessary adjustments needed to achieve its goals.
9. Review with CoP our recommendations to the extent we have them at this time or that are timely.
10. Assess stakeholders' views regarding what are the necessary elements of a management and reporting plan and funder interests, restrictions, and expectations and the match with what CoP needs.
11. Make recommendations and advise on staffing and operational changes in the CoP's executive branch.
12. Identify potential funding sources that might be "low hanging fruit" for specific proposals
13. Provide support the CoP in securing supplemental funding if needed to execute the aforementioned tasks.
14. Provide final report on the Team's assignment.

*Meeting this timeline will depend on timely response and cooperation from all concerned.

- 4.0 **REPORTS:** - The Advisors will continuously communicate with the Mayor and heads of Departments and provide a written report when needed.
- 5.0 **REPRESENTATIONS** - The Advisors acknowledge that he is not an agent or representative of COP. Consequently, The Advisors shall not make representations or otherwise imply that he has the authority to act on behalf of or bind COP in any way.
- 6.0 **TERMINATION OF AGREEMENT** - The Parties shall have the right to terminate this Agreement by providing thirty (30) days prior written notice at any time, unless such notice is impractical, prohibited by law or regulation or otherwise impairs or has the potential to impair the reputation of either Party.

- 7.0 **NONDISCLOSURE** - The Advisors may not at any time divulge to any person or entity any confidential information received during the term of this Agreement at any time, even after the termination or expiration of this Agreement.
- 8.0 **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement of the Parties and memorializes all past and present written and oral agreements and supersedes all prior agreements; and, no statements, promises, or inducements made by either Party or The Advisors that are not contained in this Agreement shall be valid or binding.
- 9.0 **AMENDMENTS** - This Agreement may not be enlarged, modified, altered, or otherwise amended except in writing, signed by the Parties hereto and endorsed on this Agreement.
- 10.0 **LEGAL JURISDICTION AND GOVERNING LAW(S)** - This Agreement shall be governed, construed, interpreted, and enforced in accordance with the Laws of the State of Michigan.
- 11.0 **LIABILITY** - Neither Party shall be liable to the other in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product, or loss of use and any protection against liability for losses of damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, except as specifically stated in paragraph 8 above, tort (including sole, concurrent or other negligence and strict liability of a protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies that are inconsistent with these terms are waived.
- 12.0 **NOTICES** – All notices, requests and other communications pursuant to this Agreement shall be addressed as follows:

If to The City of Pontiac:

Mayor Deirdre Waterman
47450 Woodward Ave
Pontiac, MI 48342
(248)758-3000
dwaterman@pontiac.mi.us

If to the Advisors:

Phillip L. Clay
44 Pond Street
Boston, Massachusetts 02130
617-253-6164 (office) 617 699-6673 (cell)
plclay@mit.edu

Ghebre Selassie Mehreteab
600 Franklin Way
West Chester, Pennsylvania 19380
917-232-9618 (cell) 610-430-7191 (fax)
Gmehreteab@gmail.com

- 13.0** COMMENCEMENT OF AGREEMENT - This Agreement shall be in effect from the date first above written.
- 14.0** CAPTIONS - The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.
- 15.0** SEVERABILITY - The invalidity or unenforceability of any particular provision of this Agreement, or portion thereof shall not affect the other provisions or portions thereof; and, this Agreement shall be construed in all respects as if any such invalid or unenforceable provisions or portions thereof were omitted and this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands herein below on the date above first written.

City of Pontiac

By: _____

Advisors

Phillip L. Clay

Ghebre Selassie Mehreteab

Attachment A

Professor Phillip L. Clay

44 Pond Street

Boston, MA 02130

617-253-6164 (cell): 617 699-6673

plclay@mit.edu

Professor Phillip L. Clay, PhD served as the Chancellor of the Massachusetts Institute of Technology from 2001 until 2011. He is a graduate of the University of North Carolina at Chapel Hill and holds a doctorate from MIT. Professor Clay also held other leadership positions at MIT and was Department Head at Department of Urban Studies and Planning where he has been a faculty member since 1976.

Professor Clay is widely known for his work in U.S. housing policy and urban development. His current interests include organizational capacity in community-based nonprofits as well as the role of anchor institutions. Growing out of his work on MIT international strategies, he is also interested in the increasing role higher education can play in national development strategies in less developed and emerging nations.

Professor Clay is Chair of the Board of The Community Builders, Inc., one of the nation's largest nonprofit developers of affordable housing. He is a member on several foundation and nonprofit boards, including The Kresge Foundation and The MasterCard Foundation. Professor Clay also has experience in public higher education as a member of the board of the University of North Carolina. He is a member of the board of the Aga Khan University.

Presently in DUSP Professor Clay teaches courses in housing policy and poverty. He also teaches Thesis Prep and head the Housing, Community and Economic Development Group.

Professor Clay lives in Boston.

GHEBRE SELASSIE MEHRETEAB
600 Franklin Way
West Chester, PA 19380
Office (610)-430-7191, Cell (917)-232-9618
gmehreteab@gmail.com

Ghebre Selassie (Gabe) Mehreteab is a senior adviser to foundations, financial institutions and developers working on housing and community revitalization issues. Over the last eleven years, Mr. Mehreteab has been instrumental in generating grants and from philanthropic sources and the public sector in support of a number of multifamily housing and community development in many cities.

Mr. Mehreteab served as Chief Executive Officer of The NHP Foundation (NHPF) until September 2009. In 1989, he co-founded NHPF and developed it into a leading national nonprofit owner of 12,000 housing multi-family housing for low- and moderate-income families in the United States.

Mr. Mehreteab started his career at the Ford Foundation in 1981 and was responsible for community and economic revitalization programs. Previously, he served as an associate director of The New World Foundation in New York.

Mr. Mehreteab currently serves on the Board of Directors of the Lockhart Companies (USVI), a private real estate, insurance and financing company. He served on the Board of Directors for Douglas Emmett Inc., (NYSE: DEI) a real estate investment trust (2006 to 2013).

He is a member of the Council on Foreign Relations, the Cosmos Club, and Sigma Pi Phi Epsilon Boulé.

Mr. Mehreteab earned his B.A. in 1972 and a Doctor of Humane Letters (honoris causa) in 2007 from Haverford College in Haverford, PA.



May 17, 2021

City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Thank you for selecting Baker Tilly US, LLP ("Baker Tilly") as your chosen vendor in response to your Request for Qualifications (RFQ) titled: Assessment for the City of Pontiac to Administer Federal, Non-Profit and Related Funding Source Grants. Baker Tilly understands the need for the City of Pontiac to ensure all fiscal resources are utilized in the most efficient manner, and as such, has offered to execute a contract with Baker Tilly in the amount of \$65,000.00. To accommodate this request, Baker Tilly has amended the project scope and budget as reflected in the outline below:

Phase	Fee
I. Project Planning & Management <i>("kick-off" meetings, project scoping, executive visioning session, status update reports and meetings, data requests and review)</i>	\$12,217.50
II. Current State Assessment <i>(stakeholder interviews, documentation of processes, evaluation of design weaknesses and best practices)</i>	\$7,765.00
III. Policy and/or Procedural Manual <i>(pre- and post-award, cost principles, procurement, subrecipient/subcontractors, compliance, close out)</i>	\$14,478.75
IV. Training Curriculum <i>(Types of funding, department & org chart, pre- and post- award, cost principles, cost share/match/program income, procurement, subrecipient/subcontractors, compliance, close out)</i>	\$9,510.00
V. Cost Benefit Analysis <i>(comparison benchmarks, detailing grant activities, assigning/calculating costs)</i>	\$7,380.00
VI. Funding Pursuit Plan <i>(research of federal/state/private funding sources, funding matrix, needs assessment/goals alignment, next steps)</i>	\$5,402.50
VII. Reporting <i>(recommendations, implementation schedule, report meetings and presentation)</i>	\$8,270.00
TOTAL	\$65,023.75*
	*Baker Tilly will propose a "not-to-exceed" contract amount of \$65,000.00.

In the event the City of Pontiac and/or Baker Tilly requests and/or requires changes to the project scope, Baker Tilly recommends that proposed changes are documented and mutually discussed with the City of Pontiac prior to formal execution.

Respectfully Submitted,

Vicki V. Hellenbrand
Managing Partner Public Sector



Baker Tilly US, LLP
380 Jackson St., Ste 300
St. Paul, MN 55101
United States of America

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Date _____

CITY OF PONTIAC
47450 WOODWARD AVE
PONTIAC MI 48342

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the City of Pontiac (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

If Audit, Tax work, bond work, regulated work we need to retain ownership and should use the following:

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-

breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry,

or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or



written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the City of Pontiac by:

Name: _____
Title: _____
Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.



Community Foundation of Southeast Michigan Grant Funder Communication – May 10, 2021

The following is the recent communication of support from our funder from the Community Foundation of Southeast Michigan. They provided the City of Pontiac a \$100,000 grant to assess the requirements to manage federal and philanthropic grants.

From: Freyja Harris <fharris@cfsem.org>
Sent: Monday, May 10, 2021 2:57 PM
To: Linnette E. Phillips <LPhillips@pontiac.mi.us>
Subject: RE: COP RFQ Follow Up

This works great for my report. Thank you.

From: Linnette E. Phillips <LPhillips@pontiac.mi.us>
Sent: Monday, May 10, 2021 2:47 PM
To: Freyja Harris <fharris@cfsem.org>
Subject: COP RFQ Follow Up

Hello Freyja,

It was great chatting with you today! As a follow up to our conversation, here is where we are in the RFQ consultants. As mentioned and after considerable review and consideration, we are going with two consulting firms; MIT Team and BakerTilly. Both offer strengths and expertise in the overall scope of services that we stated in our RFQ.

We proposed fees of \$65K for each consultant and was able to allocate \$30K in additional funds to the \$100K awarded by the CFSEM. At this stage, we are awaiting commitment LOI from both firms and will proceed with a resolution to our City Council at the May 18th meeting. We anticipate a June 1st start date. Also, we are hiring a Grants Manager who should be on board around that same time.

Again, Freyja, thank you for your support and patience! We are excited with our decision and look forward to working with these two reputable firms to assist the COP in pursuing and managing federal and other philanthropic grants.

Let us know if you require additional information for your report.

Thanks and Best regards,

Linnette

Linnette Phillips
Director, Economic and Community Development
lphillips@pontiac.mi.us

#11

RESOLUTION

Pontiac City Council Resolution



WHEREAS, a Lease Agreement With Purchase Option dated July 1, 2018 (the "Lease") was entered into between Creative Schools Management, LLC ("Landlord"), as landlord, and the City of Pontiac ("City"), as tenant, for a term of three (3) years for the real estate and improvements located at 825 Golf Drive (the "Premises"); and

WHEREAS, the term of the Lease commenced July 1, 2018 and expires June 30, 2021; and,

WHEREAS, since entering into the Lease, the City has operated its youth center ("PYREC") at the Premises; and,

WHEREAS, Section 13 of the Lease provided the City with two (2) options to purchase the Premises from the Landlord; the first option period commenced April 1, 2019 and ended June 30, 2019 without the city exercising its option and the second option period began January 1, 2021 and ends June 30, 2021 (collectively, the "Purchase Option"); and,

WHEREAS, On April 20, 2021, the Council voted on a resolution to approve the exercise of the option to purchase the Premises and the resolution failed on a 6-1 vote; and,

WHEREAS, without a short-term extension of the Lease, the City's lawful occupancy of the Premises will expire on June 30, 2021, and PYREC and the children who benefit from the operation of the programs at PYREC will be displaced without a suitable temporary or long-term replacement location having been established; and,

WHEREAS, Landlord recently offered the City an option to extend the Lease of the Premises for a term not to exceed one (1) year, from July 1, 2021 until June 30, 2022 on the same monetary terms and conditions, with an option by Landlord, the potential buyer of the Premises from Landlord, or the City to terminate the Lease with not less than ninety (90) days' prior written notice to the other party.

WHEREAS, it is in the best interests of the City and its youth to enter into this short-term extension of the Lease until such time as an alternative location for PYREC can be identified and implemented.

NOW, THEREFORE BE IT RESOLVED: that Council hereby approves the extension of the Lease for a term of not more than one (1) year (July 1, 2021-June 30, 2022) with no increase in rent (remains at \$26,000 per month) and with the unilateral ability for either party to the Lease to terminate it with not less than ninety (90) days prior written notice to the other party; and,

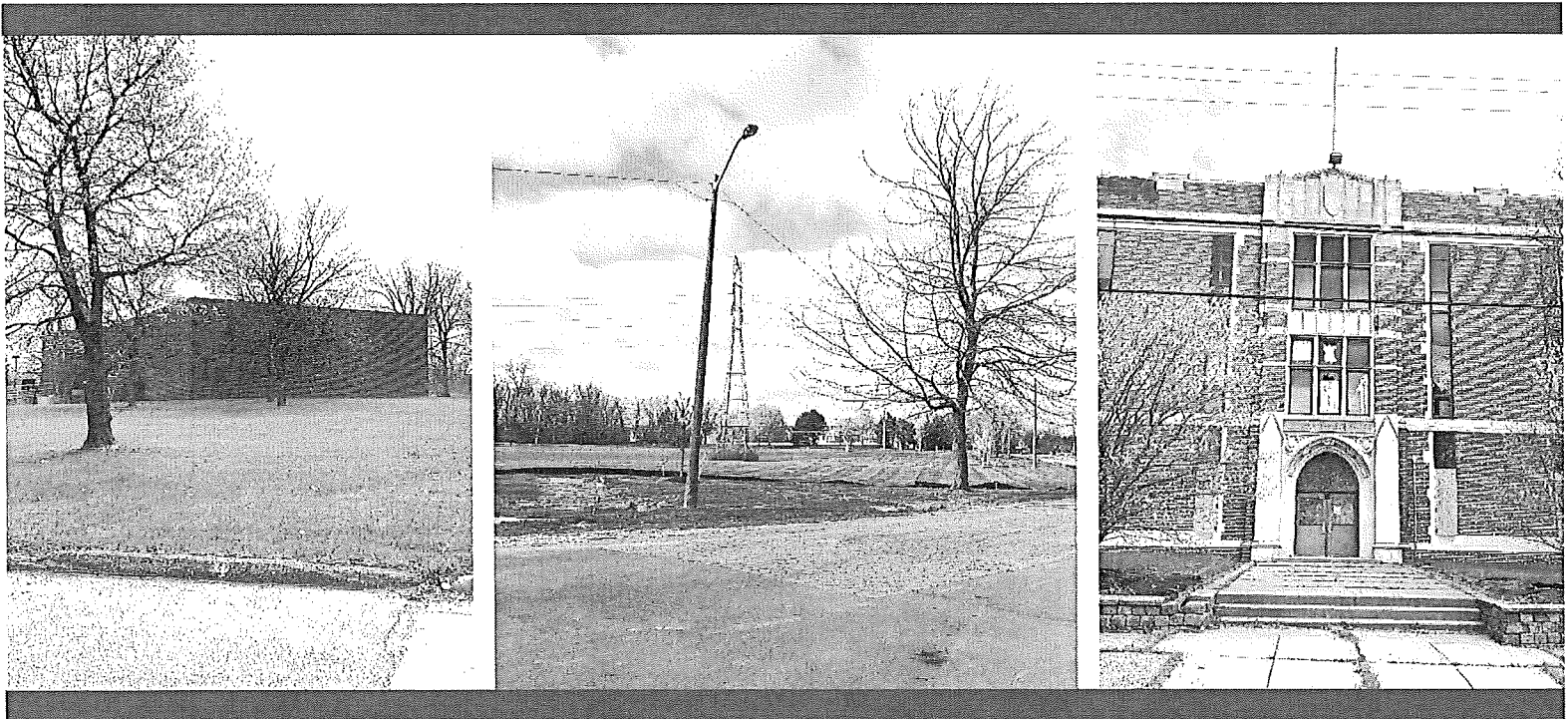
BE IT FURTHER RESOLVED that the City Attorney is hereby requested to prepare an amendment to the Lease based on the terms and conditions set forth above, and further executed by the Mayor following the execution of same by the Landlord.

YOUTH RECREATION CENTER FEASIBILITY STUDY

FOR THE CITY OF PONTIAC



May 3, 2021 DRAFT
HRC Job No. 20180269.33



PREPARED BY:



HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1915

555 Hulet Drive
Bloomfield Hills, Michigan 48302

ENGINEERING. ENVIRONMENT. EXCELLENCE.
248.454.6300 | hrcengr.com

Versions:

Draft May 3, 2021

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SECTION 1.0 — INTRODUCTION

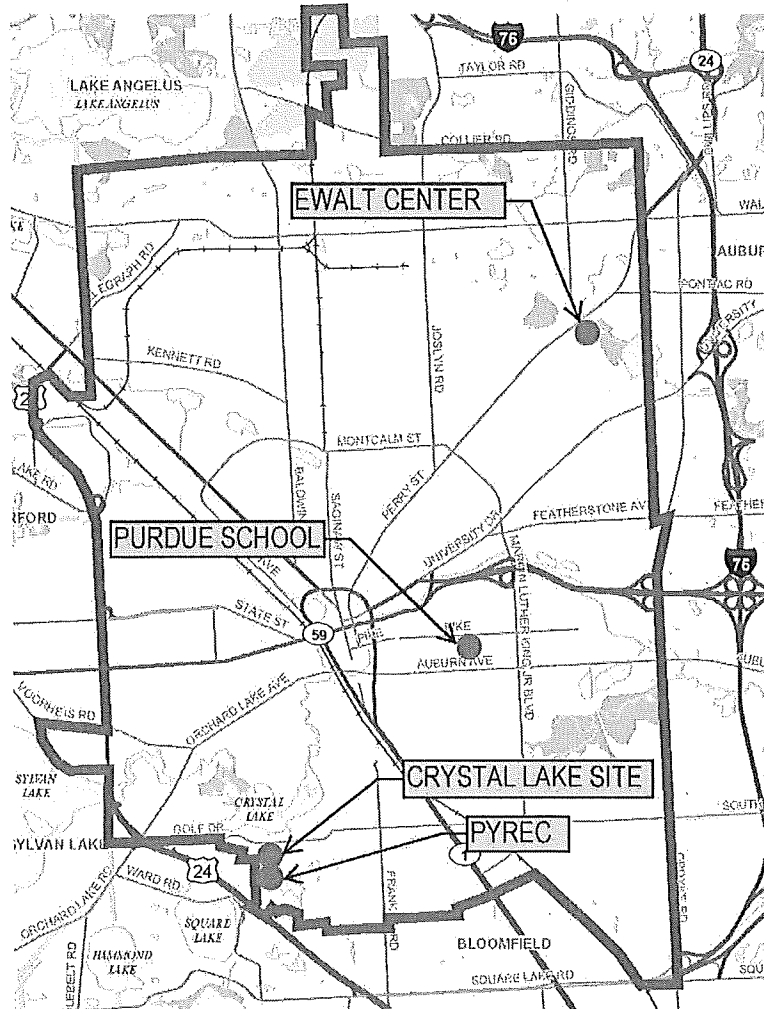
1.1 PROJECT GOALS

The City of Pontiac has tasked Hubbell, Roth & Clark (HRC) with providing a Feasibility Study to consider four (4) possible properties for use as a public Youth Recreation Center for the City. As part of the Study, HRC considered the current condition and historical data obtained from the City in order to establish renovation costs for the existing buildings, and new construction costs for the undeveloped site.

1.2 PROPERTY DESCRIPTIONS

The four (4) sites under consideration for use as a Youth Recreation Center are as follows:

- ≡ David Ewalt Center
- ≡ Edison Purdue School
- ≡ Crystal Lake Vacant Property
- ≡ Existing Pontiac Youth Recreation Center (PYREC)



1.3 DAVID EWALT CENTER

The David Ewalt Center is an existing recreation center owned by the City located at 1460 N. Perry Street. The building is a single-story masonry structure of approximately 14,000 sq. ft. and has been vacant for a number of years.



The building shares a parking lot with the Oakland County Water Resources Commissioner's Perry Street Pumping Station (seen in background). The site includes a small play structure, (2) basketball courts, (4) tennis courts and a soccer field.

1.4 EDISON PURDUE SCHOOL

The Edison Purdue School is an existing school building owned by the City located at 25 S. Sanford Street. The building is a 3-story structure with approximately 150,000 sq. ft. total floor area and has been vacant for a number of years.

There are (3) distinct structures on the site – two tall, interconnected masonry structures and a single-story metal building connected to the other two with an exterior canopy. There is also a large parking lot to the east of the building, and a play structure to the northeast corner of the site.



1.5 CRYSTAL LAKE NEW CONSTRUCTION

The Crystal Lake site is the vacant lot located directly in front of the PYREC building at 825 Golf Drive. It is approximately 3.6 acres and shares an access drive with both PYREC to the south and the PACE Southeast Michigan Senior Care Facility and Residence to the east. The property is bisected at the middle by ITC Holding power lines.



1.6 EXISTING PONTIAC YOUTH RECREATION CENTER (PYREC)

The Existing PYREC Facility is a one-story structure of 54,000 sq. ft. and is currently leased by the City for use as the City's Recreation Center. The building is located at 825 Golf Drive. A Building Assessment of this facility was performed by HRC in 2020.



SECTION 2.0 — DAVID EWALT CENTER

2.1 EXISTING CONDITIONS

Refer to the Appendix for HRC's Building Assessment Report for a synopsis of our understanding of the existing conditions at the facility.

This site is located to the far northeast corner of the City and has access to extensive green space in addition to being near Galloway Lake Park.



2.2 ANTICIPATED IMPROVEMENTS

In order to make the building useable and functional as a Youth Recreation Center, it would need to be renovated and improved as follows:

- ≡ Site Improvements
 - Replace part of parking lot and site paving for access and ADA compliance.
 - Provide updates to electrical service and site lighting for safety and code compliance.
 - Replace playground equipment and wood chip play surfacing.
 - Renovate basketball and tennis courts.
 - Demolish falling down building at south end of parking lot.
- ≡ Building Improvements
 - Extensive interior renovations including repairing walls, and providing new finishes at floors, walls, and ceilings. Adding new insulation at walls and ceilings should also be included.
 - Properly remove any remaining asbestos and/or lead paint.
 - Enlarge restrooms as needed for ADA compliance.
 - Re-caulk all exterior joints and wall openings.
 - New windows and doors throughout.
 - Roofing replacement, including possible structural damage to roof deck.
 - Replace entire electrical system.
 - Replace entire HVAC system.

- Replace entire plumbing system.
- Repair both elevators to working order.
- Fire Protection updates as needed.

Refer to Section 6 for HRC's Opinion of Probable Construction Costs for the aforementioned work scope.

Please note, these recommendations assume that the existing layout and program spaces in the building are acceptable as-is, given that the building was a Rec Center previously. Should the Owner desire to modify spaces for a different layout, i.e., relocate office or classroom space, add storage spaces by subdividing meeting rooms, add shower facilities, etc., those changes would likely incur additional costs not reflected in this report.

2.3 ADDITIONAL CONSIDERATIONS

It is our understanding that the existing PYREC building on Golf Drive has adequate space and amenities for City needs. At 54,000 sq. ft., it is almost 4 times of the size of the Ewalt facility. Therefore, should Ewalt be renovated to replace the current PYREC facility, it would have far less amenity space to provide programming and events to the Community. This is an important consideration when comparing the available options for meeting City needs.

Given that there is already a building in place at this site, there would be no new development costs associated with this option. Nearly all the costs for this project are for renovations and replacements, which reduces overall costs on the project. By renovating the building, it also creates a useable facility for the City, instead of being left vacant in its current state to further deteriorate.

The building is already a Recreation Center, so the layout of the building would presumably not need to change much during renovations to make it suitable for reuse which is advantageous. And it is assumed that the structure of the building is still sound and only requires minor repairs. Although all of the major systems in the building would need full replacement, a good portion of the existing architecture should be able to be reused.

The existing site is large and could accommodate building an addition onto the existing facility if desired. There is also an abundance of green space on site as well as the surrounding areas due to the proximity of Galloway Lake Park. And if it is determined that the City would prefer to demolish the building and construct a new, larger facility in its place, there appears to be sufficient room for this on the property.

SECTION 3.0 — EDISON PURDUE SCHOOL

3.1 EXISTING CONDITIONS

Refer to the Appendix for HRC's Building Assessment Report for a synopsis of our understanding of existing conditions at the facility.

This site is located towards the middle of the City, to the east of the Downtown Area. It is situated in a predominantly residential area, but there are small businesses located along the Pike Street corridor there.



3.2 ANTICIPATED IMPROVEMENTS

In order to make the building useable and functional as a Youth Recreation Center, it would need to be renovated and improved as follows:

- ≡ Site Improvements
 - Replace all parking lot and site paving for access and ADA compliance.
 - Provide updates to electrical service and site lighting for safety and code compliance.
 - Repair perimeter fence at north, east & south sides of site, and replace deteriorated concrete retaining wall at south edge of site.
 - Replace playground equipment and wood chip play surfacing.
 - Renovate green space area with new Sports Courts.
 - Demolish single story metal building at north edge of site.
- ≡ Building Improvements
 - Extensive interior renovations including repairing walls, and providing new finishes at floors, walls, and ceilings. Adding new insulation at walls and ceilings should also be included.
 - Properly remove any remaining asbestos and/or lead paint.
 - Rework building layout and wall locations for more appropriate Rec Center layout (current building layout is presumed to be too large with too many Classroom type spaces to be effectively used for existing City needs).

- Enlarge restrooms as needed for ADA compliance.
- Re-caulk all exterior joints and wall openings.
- New windows and doors throughout.
- Roofing replacement, including possible structural damage to roof deck.
- Replace entire electrical system.
- Replace entire HVAC system.
- Replace entire plumbing system.
- Repair elevator to working order.
- Fire Protection updates as needed.
- Renovations to Pool facility.

Refer to Section 6 for HRC's Opinion of Probable Construction Costs for the aforementioned work scope.

3.3 ADDITIONAL CONSIDERATIONS

The Purdue facility has approximately 150,000 sq. ft. of available floor area – for reference, the existing PYREC building is roughly 1/3 of the size of the Purdue facility. Therefore, should Purdue be renovated into a new Recreation Center, it would have a great deal of additional space and extra amenities for the City to utilize as well as maintain. It is likely that some of this additional space would not be needed for Rec Center programs, so the planning process for this renovation should include a larger discussion about what the additional space could be utilized for as well as a consideration of access, security, and lease arrangements.

Potential opportunities to consider for this extra space could include:

- ≡ Rentable community meeting spaces
- ≡ Vocational training for Food Service, Automotive, or Industrial jobs
- ≡ Community Education Classes
- ≡ Leasable office space for Non-Profit Groups and/or City Organizations
- ≡ Library Satellite Location

The building also has a pool facility and cafeteria space, which the existing PYREC building does not have, and if the City chose to keep and maintain these spaces, there would be additional classes and activities that the City could offer to its residents. It should also be noted that the increased size of this facility in comparison to the PYREC building will incur significant additional yearly maintenance and staff costs.

Given that there is already a building in place at this site, there would be no new development costs associated with this option. Nearly all the costs for this project are for renovations and replacements, which reduces overall costs on the project. By renovating the building, it also creates a useable facility for the City, instead of being left vacant in its current state to further deteriorate.

The building was an educational facility with support spaces for youth enrichment, so the layout of the building would likely only require minor changes to make it suitable for reuse as a Recreation Center which is advantageous. And it is assumed that the structure of the building is still sound and only requires minor repairs. Although all of the major systems in the building would need full replacement, a good portion of the existing architecture should be able to be reused.

Given its presumed condition and interior layout, the single-story metal building on the north edge of the site would not likely be worth it to renovate, so it would need to be demolished. This would allow for additional outdoor space close to the building for additional parking, sports courts, amphitheater space or other outdoor amenities.

The building has some very distinctive architectural features and has a stately presence that recalls the City's celebrated history. As such, it has a cultural significance to the community. It should be noted that because of the buildings' age and historical status, there may be available grants and/or tax credits available from the State or Federal Government that could be utilized to cover a portion of the funding necessary to restore the building.

SECTION 4.0 — CRYSTAL LAKE NEW CONSTRUCTION

4.1 EXISTING CONDITIONS

This site is situated south west of downtown Pontiac between Bagley Street and Fairfax Avenue along Golf Drive. The 3.6-acre vacant parcel is predominantly surrounded by residential properties, north of the existing PYREC facility and Southeast Michigan PACE Senior Care facility, and south of The Links at Crystal Lake Golf Course. The current parcel is zoned R-1, One Family Dwelling, which has a permitted use for Recreation Centers in accordance with the City's Zoning Ordinance.

The existing parcel does have some utility restrictions as there is a single ITC Holdings lattice tower located in the center of the property with overhead electrical power lines running across the center of the property to the east and west. According to ITC Holdings there a minimum 20-foot buffer area will need to be maintained from their utilities with all proposed vertical structure.



4.2 NEW CONSTRUCTION



Figure 1 - Conceptual Layout 1

Based on some of the limitations of the site, such as parcel size and utility buffer requirements with ITC Holding, the following items will be required to build a new Youth Recreation Center at the location show in Figure 1. The above site plan is a conceptual representation of the following:

- ≡ Site Development
 - Building size will be limited to a maximum of 48,000 square feet (less if sidewalks and landscaping are desired all around the building).
 - A facility of this size requires (80) off street parking spaces and (4) ADA accessible parking spaces.
 - Building and drainage features shall be situated outside of the 20-foot utility buffer area and away from the lattice tower as required by ITC Holding which is illustrated in Figure 1 in blue.
 - A Site Plan review will be required by ITC Holding for buffer space approval with all vertical structures, parking lot areas, and placement of detention area.
 - On-site storm water detention will be required prior to final flush. The detention pond shown in Figure 1at the southeast edge of the site is sized to meet required site volume.
 - A Consumers Energy High Pressure gas line runs along the north side of Golf Drive which has the capacity to service the proposed facility and a back-up generator, if needed.
 - An OCWRC 12-inch water main runs along the southern road right-of-way of Golf Drive which will supply service to the building.

- An OCWRC 12-inch sanitary sewer runs along the edge of the existing PYREC driveway to the south which will supply service to the building.



Figure 2 - Parcel Acquisition Conceptual Site Design

If the City wishes to expand the existing 3.6-acre parcel (Figure 1) and acquire a section of the existing PYREC property, as shown in Figure 2, most of the site's limiting factors would be eliminated except for the ITC Utility 20-foot Buffer Area. With acquisition of the additional property as shown in Figure 2, the new site would be approximately 9.1 acres and would allow the property to be developed into a Recreation Center that meets or exceeds the existing PYREC facility and includes recreational ball fields (baseball fields shown, but could alternatively be basketball courts or a soccer field as well). The above plan is a conceptual representation of the following:

≡ Site Development

- Combined parcel would allow for a 55,000 square foot building which matches or exceeds the size of the existing PYREC building. Exact layout of site to be adjusted if sidewalks and landscaping are desired on all sides of the facility.
- New parcel would be approximately 9.1 acres total (existing parcel is approximately 3.6 acres).
- A facility of this size requires (92) off street parking spaces and (4) ADA Accessible parking spaces. (Parking layout as currently shown has 132 spaces to be able to host multiple events.)
- Building and drainage features shall be situated outside of the 20-foot utility buffer area and away from the lattice tower as required by ITC Holding which is illustrated in Figure 2.
- A Site Plan review will be required by ITC Holding for utility buffer space approval for all vertical structures, parking lot areas, and placement of detention ponds if applicable.

- On-site storm water detention will be required prior to final flush. The detention pond shown in Figure 2 in the southwest corner of the site is approximately sized to meet the required volume of the site.
- Utility service connections would be approximately in the same location as in Figure 1 for the proposed building as the existing utility locations would not have changed.

4.3 ADDITIONAL CONSIDERATIONS

Given that the existing site is undeveloped, the site costs for this option are significant compared to the other alternatives. Although there are adequate utilities available in the area to service a new building, all of the infrastructure (i.e., domestic water, sanitary, power, natural gas, drainage, etc.) would need to be created new for the site. The location of the ITC power lines, and more specifically the tower structure, also place significant limitations on the use of the current site and its available layout.

Although the site layout is limited, it is able to fit a building only slightly smaller than the exiting PYREC facility. As the property is zoned R-1, it likely has limited potential to outside developers. So, the fact that the City is able to develop this disadvantaged site into a viable property is a positive benefit.

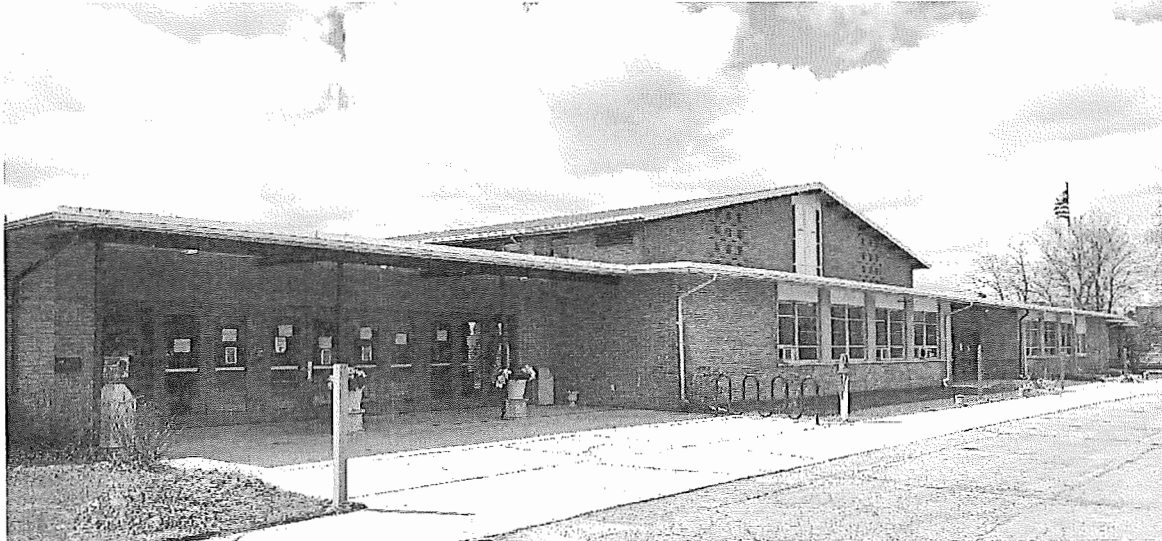
Having an undeveloped site does offer a significant advantage though in that the City would be able to create exactly the facility that their residents' desire. Should this option be selected, it is recommended that the City pursue a series of community engagement activities (townhall style meetings, mail surveys, and City website/ social media polls) to better understand what specific amenities are most desired by the citizens.

Constructing a new facility of this size and amenities will incur significant costs, and would likely want to be eye-catching and interesting in appearance to bring people in. It should be considered whether this site and location is best suited to carry a significant new City property such as this. Golf Drive is a two-lane road that allows for limited traffic – it is also recommended that the City consider the increased traffic that a new facility like this would bring to the area.

SECTION 5.0 — EXISTING PYPREC FACILITY

5.1 EXISTING CONDITIONS

Refer to HRC's Youth Recreation Center Facility Evaluation Report dated May 20, 2020 for documentation of existing conditions and recommended improvements.



5.2 ANTICIPATED IMPROVEMENTS

In order to keep the building useable and functional as a Recreation Center, the following repairs and improvements were recommended (phased over the next 10 years):

- ≡ Site Improvements
 - Repair parking lot and site paving.
 - Plan for eventual replacement of site paving.
 - Demolish deteriorated remote building at south edge of property.
 - Update sport court and play structure.
- ≡ Building Improvements
 - Interior renovations including repairing walls and providing new gym floor.
 - Exterior renovations including brick repairs, replace soffits, and repainting.
 - Properly remove any remaining asbestos and/or lead paint.
 - Re-caulk all exterior joints and wall openings.
 - New exterior windows and doors; interior door hardware replacement.
 - Roofing replacement.
 - Update electrical service and replace lighting.
 - Replace heating water boilers and rooftop HVAC equipment.
 - Replace classrooms unit ventilators.
 - Renovate restrooms and locker rooms.

5.3 ADDITIONAL CONSIDERATIONS

It is our understanding that the current facility adequately meets the needs of City residents. It should be noted that since the building is already being used as the City's Youth Rec Center, there would be minimal inconvenience to the residents to continue to use the facility in this way. The building's maintenance and renovation needs are known and can be phased over the next 10 years to keep costs manageable to the City.

Given that the City currently leases the property from Dr. Carl Byerly, the price of purchasing the property is a significant additional cost to consider when evaluating the long-term feasibility of the facility. It should also be noted that the property does contain a large section of undeveloped area to the north (where the ITC power lines are located) and this area of the site may be able to be combined with the piece the City currently owns to make a larger property along Golf Drive that could be more enticing to sell to potential developers.

Consideration should also be given to the site in terms of its location within the neighborhood and the City. The property is not centrally located or off a major thoroughfare and does not appear to be near public transportation routes, which may inhibit residents from using the facility to its fullest potential. In addition, there are limited outside play areas at the site, despite available space to locate them. It would be advantageous to create more safe outdoor spaces for the youth to enjoy at the facility.

Should significant program changes be made to the facility in the future, i.e., sponsoring large events such as plays, tournaments, or dances, or by adding building amenities like a cafeteria, pool or splash pad, the additional traffic to the site should be carefully considered, especially given the quiet residential nature of the surrounding streets.

SECTION 6.0 — COST ESTIMATES

HRC has provided our Engineer's Opinion of Probable Project Costs in this Section for each of the four (4) proposed sites, which is intended to act as a preliminary guide for the City in determining general cost magnitudes for the recommended improvements as delineated in this report. The costs are based on our initial recommendations for improvements and should be viewed as conceptual only. Projected costs have been determined using 2021 RS Means Construction Cost information as well as historical data and current industry trends in the Southeast Michigan Region.



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 Hulet Dr., Bloomfield Hills, MI 48302 ph. (248) 454-6300

PROJECT: PONTIAC RECREATION CENTER FEASIBILITY STUDY

ENGINEER'S OPINION OF PROBABLE PROJECT COST

DATE: 4/28/2021

LOCATION: DAVID EWALT CENTER - 1460 PERRY ST.

PROJECT NO. 20180269.33


BASIS FOR ESTIMATE: PRELIMINARY FINAL

ESTIMATOR: ARU

WORK: RENOVATIONS - 14,000 SF. FT. FACILITY

CHECKED BY: BKD/AMM

Description	Quantity	Unit	Unit Price	Total Cost
SITE WORK				
1 Parking Lot and Site Paving	1	LS	\$ 450,000.00	\$ 450,000.00
2 Electrical Service & Site Lighting Repairs	1	LS	\$ 15,000.00	\$ 15,000.00
3 Replace Playground Equipment	1	LS	\$ 40,000.00	\$ 40,000.00
4 Renovate Sports Courts	1	LS	\$ 50,000.00	\$ 50,000.00
5 Demolish Remote Building	1	LS	\$ 20,000.00	\$ 20,000.00
Subtotal - SITE WORK				\$ 575,000.00
BUILDING WORK				
1 Interior & Exterior Building Repairs	1	LS	\$ 650,000.00	\$ 650,000.00
2 Painting	1	LS	\$ 42,000.00	\$ 42,000.00
3 Roof Replacement	1	LS	\$ 180,000.00	\$ 180,000.00
4 Electrical System Replacement	1	LS	\$ 120,000.00	\$ 120,000.00
5 Mechanical System Replacement	1	LS	\$ 325,000.00	\$ 325,000.00
6 Plumbing System Updates	1	LS	\$ 100,000.00	\$ 100,000.00
7 Elevator Repairs	1	LS	\$ 50,000.00	\$ 50,000.00
Subtotal - BUILDING WORK				\$ 1,467,000.00
SUMMARY				
SITE WORK				\$ 575,000.00
BUILDING WORK				\$ 1,467,000.00
CONSTRUCTION SUBTOTAL				\$ 2,042,000.00
General Conditions, OH+P (~20%)				\$ 408,400.00
Contingencies (~12%)				\$ 245,040.00
Subtotal - Construction Cost w/ Contingencies				\$ 2,695,440.00
OTHER COSTS				
Engineering Design Allowance (8%)				\$215,635.20
Construction Administration Allowance (5%)				\$134,772.00
Hazardous Materials Testing & Abatement				\$26,954.40
Owner Soft Costs - Furniture, Computers, IT/Security System, AV System, Specially Gym Equipment, Personnel Training, Moving Expenses, and Permitting.				\$40,000.00
Subtotal - OTHER COSTS				\$417,361.60
TOTAL CONSTRUCTION BUDGET - EWALT CENTER RENOVATIONS				\$3,112,801.60

 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915				
		555 Hulet Dr., Bloomfield Hills, MI 48302 ph. (248) 454-6300		
PROJECT: PONTIAC RECREATION CENTER FEASIBILITY STUDY				
ENGINEER'S OPINION OF PROBABLE PROJECT COST				
			DATE:	4/28/2021
LOCATION: PURDUE SCHOOL - 25 S. SANFORD ST.			PROJECT NO.	20180269.33
BASIS FOR ESTIMATE: <input checked="" type="checkbox"/> PRELIMINARY <input type="checkbox"/> FINAL			ESTIMATOR:	ARU
WORK: RENOVATIONS - 150,000 SQ. FT. FACILITY			CHECKED BY:	BKD/AMM
Description	Quantity	Unit	Unit Price	Total Cost
SITE WORK				
1 Parking Lot and Site Paving	1	LS	\$ 950,000.00	\$ 950,000.00
2 Electrical Service & Site Lighting Repairs	1	LS	\$ 40,000.00	\$ 40,000.00
3 Fence & Retaining Wall Repairs	1	LS	\$ 90,000.00	\$ 90,000.00
4 Replace Playground Equipment	1	LS	\$ 100,000.00	\$ 100,000.00
5 Renovate Sports Courts	1	LS	\$ 75,000.00	\$ 75,000.00
6 Demo Single Story Metal Building (Assumes Scrap Value)	1	LS	\$ 25,000.00	\$ 25,000.00
Subtotal - SITE WORK				\$ 1,280,000.00
BUILDING WORK				
1 Interior & Exterior Building Repairs	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
2 Window & Door Replacements	1	LS	\$ 800,000.00	\$ 800,000.00
3 Change Building Layout for Rec Center Useage	1	LS	\$ 150,000.00	\$ 150,000.00
4 Painting	1	LS	\$ 100,000.00	\$ 100,000.00
5 Roof Replacement	1	LS	\$ 1,000,000.00	\$ 250,000.00
6 Electrical System Replacement	1	LS	\$ 1,500,000.00	\$ 1,000,000.00
7 Mechanical System Replacement	1	LS	\$ 2,000,000.00	\$ 1,500,000.00
8 Plumbing System Updates	1	LS	\$ 1,000,000.00	\$ 2,000,000.00
9 Elevator Repairs	1	LS	\$ 250,000.00	\$ 1,000,000.00
10 Fire Suppression & Fire Alarm System Replacements	1	LS	\$ 2,000,000.00	\$ 2,000,000.00
11 Pool Renovations	1	LS	\$ 750,000.00	\$ 750,000.00
Subtotal - BUILDING WORK				\$ 11,550,000.00
SUMMARY				
SITE WORK				\$ 1,280,000.00
BUILDING WORK				\$ 11,550,000.00
CONSTRUCTION SUBTOTAL				\$ 12,830,000.00
General Conditions, OH+P (~20%)				\$ 2,566,000.00
Contingencies (~12%)				\$ 1,539,600.00
Subtotal - Construction Cost w/ Contingencies				\$ 16,935,600.00
OTHER COSTS				
Engineering Design Allowance (5%)				\$846,780.00
Construction Administration Allowance (3%)				\$508,068.00
				\$338,712.00
Hazardous Materials Testing & Abatement				\$84,678.00
Owner Soft Costs - Furniture, Computers, IT/Security System, AV System, Specialty Gym Equipment, Personnel Training, Moving Expenses, and Permitting.				\$150,000.00
Subtotal - OTHER COSTS				\$1,928,238.00
TOTAL CONSTRUCTION BUDGET - PURDUE ACADEMY RENOVATIONS				\$18,863,838.00



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PROJECT: PONTIAC RECREATION CENTER FEASIBILITY STUDY

ENGINEER'S OPINION OF PROBABLE PROJECT COST

DATE: 4/28/2021

LOCATION: CRYSTAL LAKE, ~825 GOLF DRIVE (VACANT SITE)

PROJECT NO. 20180269.33

BASIS FOR ESTIMATE: PRELIMINARY FINAL

ESTIMATOR: ARU

WORK: NEW CONSTRUCTION - 48,000 SQ. FT. FACILITY

CHECKED BY: BKD/AMM

Description	Quantity	Unit	Unit Price	Total Cost
SITE WORK				
1 Site Work - Excavation, Earthwork, Restoration	1	LS	\$ 250,000.00	\$ 250,000.00
2 Parking Lot and Site Paving	1	LS	\$ 800,000.00	\$ 800,000.00
3 Site Storm Water Detention	1	LS	\$ 150,000.00	\$ 150,000.00
4 Utilities	1	LS	\$ 100,000.00	\$ 100,000.00
5 Electrical Service & Site Lighting	1	LS	\$ 50,000.00	\$ 50,000.00
6 Landscaping & Irrigation	1	LS	\$ 30,000.00	\$ 30,000.00
7 Signage	1	LS	\$ 20,000.00	\$ 20,000.00
Subtotal - SITE WORK				\$ 1,400,000.00
BUILDING WORK				
1 Gymnasium	12,000	SqFt	\$ 200.00	\$ 2,400,000.00
2 Mezzanine with Running Track & Weight Room	4,000	SqFt	\$ 150.00	\$ 600,000.00
3 Cafeteria & Kitchen	8,000	SqFt	\$ 250.00	\$ 2,000,000.00
4 Classrooms	15,000	SqFt	\$ 150.00	\$ 2,250,000.00
5 Offices	2,000	SqFt	\$ 150.00	\$ 300,000.00
6 Shower/Locker Rooms and Restrooms	8,000	SqFt	\$ 250.00	\$ 2,000,000.00
7 Support Spaces	3,000	SqFt	\$ 120.00	\$ 360,000.00
Subtotal - BUILDING WORK				\$ 9,910,000.00
SUMMARY				
SITE WORK				\$ 1,400,000.00
BUILDING WORK				\$ 9,910,000.00
CONSTRUCTION SUBTOTAL				\$ 11,310,000.00
General Conditions, OH+P (~20%)				\$ 2,262,000.00
Contingencies (~12%)				\$ 1,357,200.00
Subtotal - Construction Cost w/ Contingencies				\$ 14,929,200.00
OTHER COSTS				
Engineering Design Allowance (5%)				\$746,460.00
Construction Administration Allowance (7%)				\$1,045,044.00
Survey Layout Allowance				\$14,929.20
Materials & Geotechnical Testing Allowance				\$29,858.40
Owner Soft Costs - Furniture, Computers, IT/Security System, AV System, Specialty Gym Equipment, Personnel Training, Moving Expenses, and Permitting.				\$100,000.00
Subtotal - OTHER COSTS				\$1,936,291.60
TOTAL CONSTRUCTION BUDGET - CRYSTAL LAKE NEW CONSTRUCTION (Original Lot)				\$16,865,491.60



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PROJECT: PONTIAC RECREATION CENTER FEASIBILITY STUDY

ENGINEER'S OPINION OF PROBABLE PROJECT COST

DATE: 4/28/2021

LOCATION: CRYSTAL LAKE, ~825 GOLF DRIVE (VACANT SITE)

PROJECT NO. 20180269.33

BASIS FOR ESTIMATE: PRELIMINARY FINAL

ESTIMATOR: ARU

WORK: NEW CONSTRUCTION - 55,000 SQ. FT. FACILITY

CHECKED BY: BKD/AMM

Description	Quantity	Unit	Unit Price	Total Cost
SITE WORK				
1 Site Work - Excavation, Earthwork, Restoration	1	LS	\$ 500,000.00	\$ 500,000.00
2 Parking Lot and Site Paving	1	LS	\$ 1,200,000.00	\$ 1,200,000.00
3 Site Storm Water Detention	1	LS	\$ 200,000.00	\$ 200,000.00
4 Utilities	1	LS	\$ 125,000.00	\$ 125,000.00
5 Electrical Service & Site Lighting	1	LS	\$ 75,000.00	\$ 75,000.00
6 Sports Field	1	LS	\$ 80,000.00	\$ 80,000.00
7 Landscaping & Irrigation	1	LS	\$ 50,000.00	\$ 50,000.00
8 Signage	1	LS	\$ 25,000.00	\$ 25,000.00
Subtotal - SITE WORK				\$ 2,255,000.00
BUILDING WORK				
1 Gymnasium	12,000	SqFt	\$ 200.00	\$ 2,400,000.00
2 Mezzanine with Running Track & Weight Room	4,000	SqFt	\$ 150.00	\$ 600,000.00
3 Cafeteria & Kitchen	9,000	SqFt	\$ 250.00	\$ 2,250,000.00
4 Classrooms	21,000	SqFt	\$ 150.00	\$ 3,150,000.00
5 Offices	2,000	SqFt	\$ 150.00	\$ 300,000.00
6 Shower/Locker Rooms and Restrooms	8,000	SqFt	\$ 250.00	\$ 2,000,000.00
7 Support Spaces	3,000	SqFt	\$ 120.00	\$ 360,000.00
Subtotal - BUILDING WORK				\$ 11,060,000.00
SUMMARY				
SITE WORK				\$ 2,255,000.00
BUILDING WORK				\$ 11,060,000.00
CONSTRUCTION SUBTOTAL				\$ 13,315,000.00
General Conditions, OH+P (~20%)				\$ 2,663,000.00
Contingencies (~12%)				\$ 1,597,800.00
Subtotal - Construction Cost w/ Contingencies				\$ 17,575,800.00
OTHER COSTS				
Cost of Purchasing Adjacent Parcel at 825 Golf Drive				TBD
Engineering Design Allowance (5%)				\$878,790.00
Construction Administration Allowance (7%)				\$1,230,306.00
Survey Layout Allowance				\$17,575.80
Materials & Geotechnical Testing Allowance				\$35,151.60
Owner Soft Costs - Furniture, Computers, IT/Security System, AV System, Specialty Gym Equipment, Personnel Training, Moving Expenses, and Permitting.				\$120,000.00
Subtotal - OTHER COSTS				\$2,281,823.40
TOTAL CONSTRUCTION BUDGET - CRYSTAL LAKE NEW CONSTRUCTION (Expanded Lot)				\$19,857,623.40



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PROJECT: PONTIAC RECREATION CENTER FEASIBILITY STUDY

ENGINEER'S OPINION OF PROBABLE PROJECT COST

DATE: 4/28/2021

LOCATION: PYREC EXISTING FACILITY - 825 GOLF DR.

PROJECT NO. 20180269.33

BASIS FOR ESTIMATE: PRELIMINARY FINAL

ESTIMATOR: ARU

WORK: RENOVATIONS - 54,000 SQ. FT. FACILITY

CHECKED BY: BKD/AMM

Description	Quantity	Unit	Unit Price	Total Cost
SITE WORK				
1 Parking Lot and Site Paving Repairs	1	LS	\$ 16,000.00	\$ 16,000.00
2 Plan for future replacement of asphalt paving	1	LS	TBD	TBD
3 Demolish Remote Building	1	LS	\$ 20,000.00	\$ 20,000.00
4 Replace Playground Equipment	1	LS	\$ 40,000.00	\$ 40,000.00
5 Renovate/Create New Sports Courts	1	LS	\$ 50,000.00	\$ 50,000.00
Subtotal - SITE WORK				\$ 126,000.00
BUILDING WORK				
1 Interior & Exterior Building Repairs	1	LS	\$ 546,000.00	\$ 546,000.00
2 Gym Flooring Replacement	1	LS	\$ 200,000.00	\$ 200,000.00
3 Roof Replacement	1	LS	\$ 500,000.00	\$ 500,000.00
4 Window & Door Replacements	1	LS	\$ 850,000.00	\$ 850,000.00
5 Electrical System Replacement	1	LS	\$ 222,500.00	\$ 222,500.00
6 Mechanical System Replacement	1	LS	\$ 392,400.00	\$ 392,400.00
7 Plumbing System Updates	1	LS	\$ 26,200.00	\$ 26,200.00
Subtotal - BUILDING WORK				\$ 2,737,100.00
SUMMARY				
SITE WORK				\$ 126,000.00
BUILDING WORK				\$ 2,737,100.00
CONSTRUCTION SUBTOTAL				\$ 2,863,100.00
General Conditions, OH+P (~20%)				\$ 572,620.00
Contingencies (~12%)				\$ 343,572.00
Subtotal - Construction Cost w/ Contingencies				\$ 3,779,292.00
OTHER COSTS				
Cost of Purchasing Property (TBD)				\$3,200,000.00
Engineering Design Allowance (8%)				\$302,343.36
Construction Administration Allowance (5%)				\$188,964.60
Hazardous Materials Testing & Abatement				N/A
Owner Soft Costs - Furniture, Computers, IT/Security System, AV System, Specialty Gym Equipment, Personnel Training, Moving Expenses, and Permitting.				\$10,000.00
Subtotal - OTHER COSTS				\$3,701,307.96
TOTAL CONSTRUCTION BUDGET - PYREC EXISTING FACILITY RENOVATIONS				\$7,480,599.96

SECTION 7.0 — COMPARITIVE ANALYSIS

7.1 FACILITY COMPARISONS

Based on our understanding of project particulars, here is a brief list of pros/cons for each site.

Ewalt Center

Pros

- ≡ Site already developed.
- ≡ Building is already a Rec Center.
- ≡ Existing building shell appears stable.
- ≡ Large site with good outdoor spaces; near Galloway Lake Park.
- ≡ Building could be demo'd and a larger facility built there instead.

Cons

- ≡ Needs extensive renovations - \$3.1 million.
- ≡ Renovations cannot be phased; all are needed prior to occupancy.
- ≡ Building is small, less programs available.
- ≡ Not centrally located in City.

Purdue School

Pros

- ≡ Site already developed.
- ≡ Existing building shell appears stable.
- ≡ Centrally located in City.
- ≡ Extra amenities – pool, cafeteria, etc.
- ≡ Potential uses for extra space to offer unique programming or use as rental.

Cons

- ≡ Layout needs adjusting for Rec Center use.
- ≡ Needs extensive renovations - \$18.9 million.
- ≡ Renovations cannot be phased; all are needed prior to occupancy.
- ≡ Age of building.
- ≡ Additional maintenance & staff costs.

Crystal Lake

Pros

- ≡ Blank slate to create desired facility.
- ≡ Fully utilize a challenging piece of property that may otherwise remain vacant.
- ≡ \$1,000,000 donated towards construction.

Cons

- ≡ Power line easement restricts site layout.
- ≡ Site & building need to be developed from scratch.
- ≡ Not centrally located in City
- ≡ Increased road traffic on Golf Dr.
- ≡ Cost - \$16 million base site layout; \$20 million plus cost of purchasing extra parcel.

Existing PYREC

Pros

- ≡ Existing facility is a known commodity.
- ≡ Meets City needs; currently used as the City's Youth Rec Center.
- ≡ Manageable renovations needed that can be phased over the next 10 years - \$3.7 million.
- ≡ Site expansion capabilities available or possible sell off of front parcel.

Cons

- ≡ Property not City Owned - \$3.2 million purchase price.
- ≡ Not centrally located in City
- ≡ Increased road traffic on Golf Dr.

7.2 CONCLUSION

There are many important factors involved when determining which of the aforementioned (4) options is best suited to meet the needs of City residents:

- ≡ Facility size.
- ≡ Range of available building amenities and program activities.
- ≡ Range of available site amenities.
- ≡ Location within the City (to best serve youth population).
- ≡ Proximity to public transportation.
- ≡ Facility maintenance and staff costs.
- ≡ Overall cost of facility (including property acquisition costs).
- ≡ Sense of civic pride instilled by facility (i.e., residents are excited to be there).

Some factors may be less important to the youth, while others are a top priority. Parents and/or caregivers may have differing views from their children. City management will likely also have their own considerations for which factors are most important from a civic perspective. Regardless of which factors have the greatest impact on the decision-making process, it will be important that all sides are considered before making a final determination on how best to proceed.

Appendix A — Assessment Reports

Memorandum

To: Dan Ringo, DPW Director – City of Pontiac

From: Adrianna Melchior, AIA, Associate – Hubbell, Roth & Clark

Date: April 27, 2021

Subject: Building Assessment Report – David Ewalt Community Center HRC Job No. 20180269.33

HRC was tasked with reviewing City provided data for the David Ewalt Community Center located at 1460 N. Perry Street as part of an overall Recreation Center Feasibility Study. It is our understanding that the aforementioned building has been vacant for some time and there are both environmental and security concerns which prevent HRC from entering the building to perform assessments. Therefore, for the purposes of this report, we have made general assumptions about the facility based on the available data.

City provided information on the facility included a proposal for Building Repairs to the building dated October 27, 2016, and your memo to Mayor Waterman dated March 10, 2021.



Delhi Township 2101 Aurelius Rd. Suite 2A Holt, MI 48842 517-694-7760	Detroit 535 Griswold St. Buhl Building, Ste 1650 Detroit, MI 48226 313-965-3330	Grand Rapids 81925 Breton Road SE Suite 100 Grand Rapids, MI 49506 616-454-4286	Howell 105 W. Grand River Howell, MI 48843 517-552-9199	Jackson 401 S. Mechanic St. Suite B Jackson, MI 49201 517-292-1295	Kalamazoo 834 King Highway Suite 107 Kalamazoo, MI 49001 269-665-2005	Lansing 215 S. Washington SQ Suite D Lansing, MI 48933 517-292-1488
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Floor plans of the building were not able to be provided, so we have assumed the following based on available data:

- Overall building footprint is approximately 14,000 sq. ft. The building is single-story. The north portion of the building has a lower finished floor height and is presumed to be a double height gym space, while the south portion of the building is shorter and would contain single-story office and support spaces.
- Construction is assumed to be double wythe masonry walls (brick veneer exterior, Concrete Masonry Units (CMU) interior) with concrete floor and roof decks.



Photo 1



Photo 2



Photo 3

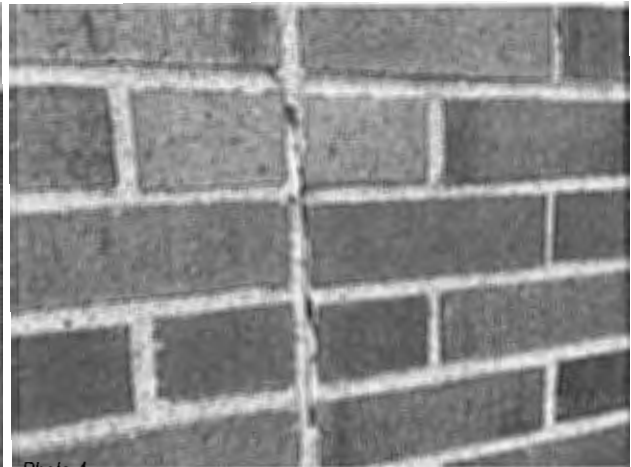


Photo 4

I was able to view the exterior of the building and noted that all the windows and doors have been boarded up. It is likely that both doors and windows are significantly damaged and/or deteriorated at this point given that the building has been left unattended for so long and these would all likely need to be replaced as part of renovation efforts.

The exterior masonry appears to be in good condition with only minor work needed to replace deteriorated sealant at control joints and around window and door openings.

Given the presumed age of the roof, lack of maintenance and DPW observed roof leaks, I would recommend that roofing be replaced on the building. During the design process the roof deck should be checked for water damage and collateral repairs done if any of the structure has been compromised.

It is my understanding that during the 2016 assessment, people entering the building needed to wear Haz Mat suits to safely enter the facility due to environmental damage at the building interior. Given the age of the building, the presence of other hazardous materials, such as asbestos and lead paint are possible. A full hazardous material assessment of the building is recommended to be performed prior to the start of any renovation projects in order to determine abatement efforts needed.

According to the 2016 quote, it appears that the mechanical, electrical, and plumbing systems have all been severely compromised, and a full replacement of all components would be required in order to reoccupy the building. Additionally, plumbing fixtures and the (2) elevators are non-functional, and all wall, ceiling and floor finishes would need to be replaced due to extensive damage. It is presumed that a portion of the walls would also need to be repaired and that all the cabinets/countertops, restroom accessories, and interior doors require complete replacement.

It was observed that the sidewalk leading up to the main front entry of the building appears to be too steep to meet ADA requirements, therefore it is recommended that this sidewalk be completely replaced with a compliant one as part of renovation efforts. Several other sections of the sidewalk around the building would need to be repaired or replaced as well due to age and level of deterioration. And it would be advantageous to create a canopy structure over the main entrance as a protected exterior gathering/waiting area for building patrons.



The north portion of the main parking lot was redone in conjunction with the construction of the Pump Station building adjacent, but the south portion of the lot is excessively deteriorated and would need to be completely reconstructed. There is also a small outbuilding to the south edge of the parking lot that should be demolished as it appears to be structurally failing and is a public safety hazard.

Existing site features include (2) basketball courts, (4) tennis courts, a small play structure and a soccer field – these are all in varying states of deterioration and would need improvements or replacement as part of renovation efforts at the building.

Memorandum

To: Dan Ringo, DPW Director – City of Pontiac
From: Adrianna Melchior, AIA, Associate – Hubbell, Roth & Clark
Date: April 27, 2021
Subject: Building Assessment Report – Edison Purdue School HRC Job No. 20180269.33

HRC was tasked with reviewing City provided data for the Edison Purdue School located at 25 S. Sanford Street as part of an overall Recreation Center Feasibility Study. It is our understanding that the aforementioned building has been vacant for some time and there are both environmental and security concerns which prevent HRC from entering the building to perform assessments. Therefore, for the purposes of this report, we have made general assumptions about the facility based on the available data.

City provided information on the facility included a 2-page report prepared by the DPW dated January 19, 2021, and your memo to Mayor Waterman dated March 10, 2021. Both documents reference a site visit to the building performed by DPW staff on November 29, 2020.

There is a marker stone above the main entry door that reads "Eastern Junior High School" with an established date of 1924, so the main building is almost 100 years old. A preliminary check of the National Register of Historic Places was conducted, and the property was not listed so it is not believed to be a designated historic facility.



Delhi Township 2101 Aurelius Rd. Suite 2A Holt, MI 48842 517-694-7760	Detroit 535 Griswold St. Buhl Building, Ste 1650 Detroit, MI 48226 313-965-3330	Grand Rapids 81925 Breton Road SE Suite 100 Grand Rapids, MI 49506 616-454-4286	Howell 105 W. Grand River Howell, MI 48843 517-552-9199	Jackson 401 S. Mechanic St. Suite B Jackson, MI 49201 517-292-1295	Kalamazoo 834 King Highway Suite 107 Kalamazoo, MI 49001 269-665-2005	Lansing 215 S. Washington SQ Suite D Lansing, MI 48933 517-292-1488
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Floor plans of the building were not able to be provided, so we have assumed the following based on available data:

- Overall building footprint is approximately 55,000 sq. ft. The west and south portions of the building appear to be 3-story classroom facilities while the east portion appears to be a single-story recreational space.
- Construction is assumed to be double wythe masonry walls (brick veneer exterior, Concrete Masonry Units (CMU) interior) with concrete floor and roof decks.
- There is a separate single-story metal building to the north – this building is for storage only.
- There is a pool facility with locker rooms, and a Cafeteria and Kitchen on the first floor of the main building.
- There are tunnels below the building for mechanical and plumbing access.

I was able to view the exterior of the building and noted that all the windows and doors at grade have been boarded up and a number of the windows on the upper floors are broken or damaged in some way. All the doors appear to have been damaged to some degree. Part of one window (including the frame) was seen laying on the ground in front of the building. It is my assumption that a significant portion of the windows and all the ground floor exterior doors will need to be replaced.



Photo 1



Photo 2

The brick able to be seen from the ground appeared to be in stable condition. It was noted that many of the limestone accent pieces at the facades needed some minor repairs and/or repointing to address issues with deterioration. There is a sloped accent band that runs around the building at the first-floor ceiling line that should be checked more closely for loosened stones to ensure they do not fall off the building.



Photo 3



Photo 4

The building was observed to have a number of areas where graffiti had been painted over on both brick and metal surfaces which should be removed as part of an overall renovation project.

Given the presumed age of the roof, lack of maintenance and DPW observed roof leaks, I would recommend that all of the roofing be replaced on all buildings. During the design process the roof deck should be checked for water damage and collateral repairs done if any of the structure has been compromised.

In your memo to the Mayor, it was also noted that there were leaks that had buckled the floor in the main gym. And that "mold exists in several spots near ceilings throughout the building". The development of mold given the circumstances is understandable, but this would need to be tested, and if found to be hazardous, would need to be properly removed as part of the renovation efforts. Given the age of the building, the presence of other hazardous materials, such as asbestos and lead paint are possible. A full hazardous material assessment of the building is recommended to be performed prior to the start of any renovation projects in order to determine abatement efforts needed.

It is my understanding that the building has been significantly vandalized at the interiors and all of the building systems have been compromised to various degrees, although the building structure itself was reported to "seem sound" and "the building is not in any danger or threat of collapsing". It is advisable to have a structural engineer fully inspect the building in order to determine if there are any underlying conditions that need to be addressed.

It appears that the mechanical, electrical, and plumbing systems have all been severely compromised, and a full replacement of all components would be required in order to reoccupy the building. Additionally, plumbing fixtures and the elevator are non-functional, and a significant portion of the wall, ceiling and floor finishes would need to be replaced due to extensive damage. It is presumed that many walls would also need to be repaired and that all the cabinets/countertops, restroom accessories, and interior doors/windows require complete replacement.

As part of renovation efforts, the building as a whole would need to be brought into compliance with the Americans with Disabilities Act (ADA) for accessibility – ramps and/or additional elevators may need to be installed in order to address these issues. Given the location of site parking, it is also assumed that there would need to be a new handicap accessible main entrance with some sort of exterior canopy created on the southeast corner of the building to accommodate building patrons.



Photo 5



Photo 6

There is a concrete retaining wall at the south end of the property – this wall was observed to have some significant cracking and was noted to be displaced in several locations. There was extensive spalling and the rebar is exposed throughout, which can lead to progressive failure. The steel fence posts embedded in the concrete have also rusted out and caused

additional deterioration in the wall. These issues should be addressed as part of a renovation, although repairing this wall to original condition may be more costly than removing it and providing a new retaining wall in the same location.

All parking lot surfaces are in poor condition and should be repaved to address uneven surfaces and large gaps/cracks. There is also a play structure on the north edge of the site that should be removed and replaced. The green space area at this corner of the site could be reorganized to afford additional basketball courts and/or other small sport courts as well as a new play structure for community enrichment.



HRC OFFICE LOCATIONS

≡ Bloomfield Hills

555 Hulet Drive
Bloomfield Hills, MI 48302
(248) 454-6300 | Fax: (248) 454-6312

≡ Detroit

Buhl Building, Suite 1650
535 Griswold Street | Detroit, MI 48226
(313) 965-3330

≡ Howell

105 West Grand River
Howell, MI 48843
(517) 552-9199

≡ Kalamazoo

834 King Highway, Suite 107
Kalamazoo, MI 49001
(269) 665-2005

≡ Delhi Township

2101 Aurelius Road, Suite 2
Holt, MI 48842
(517) 694-7760

≡ Grand Rapids

801 Broadway NW, Suite 215
Grand Rapids, MI 49504
(616) 454-4286

≡ Jackson

401 S. Mechanic Street, Suite B
Jackson, MI 49201
(517) 292-1295

≡ Lansing

215 South Washington Square
Lansing, MI 48933
(517) 292-1488

PYREC Spring Programs

Program	Times/Dates	Descriptions
The Y (YMCA) All Ages	Thursday 4-5:30pm	Port Sports: Positive Play Initiative mobile sports program provides free play and sports sampling.
Charity Music All Ages	Monday & Wednesday 5-6pm	Sound Booth Instrument sampling. Kids explore wind, percussion, string, and electronic instruments.
Sheriff PAL- Outdoor Soccer/Futsal Ages 6-8	Monday & Wednesday 4-4:45pm Saturday (league games) 10:30am-11:30pm	Located at Pontiac Youth Recreation & Enrichment Center's Outdoor Front field
Sheriff PAL- Outdoor Soccer/Futsal Ages 9-12	Monday & Wednesday 5-5:45pm Saturday (league games) 11:30am-12:30pm	Located at Pontiac Youth Recreation & Enrichment Center's Outdoor Front field
Sheriff PAL- Tee Ball Ages 6-8	Tuesday & Thursday 4-4:45pm	Located at Beaudette Park Baseball Diamond 786 Orchard Lake Rd., Pontiac, MI
Sheriff PAL- Baseball Ages 9-12	Tuesday & Thursday 5-4:45pm	Located at Beaudette Park Baseball Diamond 786 Orchard Lake Rd., Pontiac, MI
Sheriff PAL- Basketball Leadership & Coaching Academy Ages 13-18	Wednesday 5-6:00pm	Located at Pontiac Youth Recreation & Enrichment Center's Gym
Sheriff PAL- Basketball Academy *Group 2 Ages 9-12	Friday 4-5pm	Located at Pontiac Youth Recreation & Enrichment Center's Gym
Sheriff PAL- Basketball Academy Ages 13-15	Friday 5-6pm	Located at Pontiac Youth Recreation & Enrichment Center's Gym
Girl Scouts All Ages	Contact Center for more information	Leadership development and enrichment programs for girls.
Power Hour/Tutoring All Ages	Monday-Friday 3:30-6:30pm	PYREC knows the importance that homework and staying on top of school for youth. Power Hour is a designated time where all youth get their homework done, being allotted a private and quiet area. Staff will be on hand to assist but generally do not act as one-on-one tutors. It is the responsibility of your child to know their homework assignments and to bring all necessary books, papers etc. to the program each day. When the need arises, PYREC staff are fine working alongside teachers to align programs with school content or spread knowledge of an academic issue facing youth.
Triple Play: Mind, Body & Soul All ages	Monday-Friday 3-7pm	This is a three-pronged program aimed at preparing our members for a well-rounded healthy lifestyle. Healthy Habits is the "Mind" component of the

		<p>Triple Play program. The Healthy Habits curricula focuses on making choices that support a healthy eating pattern and physical wellness. This targeted program is made up of interactive practical activities that develop a young person's ability, confidence and motivation to eat healthy for life.</p> <p>The "Body" component of Triple Play promotes becoming more physically active through a variety of games, cooperative activities, and sports that develop a young person's ability, confidence, and motivation to be physically fit.</p> <p>The "Soul" component of the Triple Play program encompasses the social recreation activities that are critical to positive youth development. This new, targeted program builds the skills a young person needs to make healthy choices through cooperative, group-based activities that develop a young person's confidence in themselves and connection to others.</p>
Basketball Skills Ages 8-16	Tuesdays 5-6:30pm	Youth Basketball Skills focuses on skill development, teamwork & fun for all. Experience instructors will work on the basics of passing, dribbling and shooting.
Basketball Skills Ages 11-17	Thursdays 5:45-6:45pm	Youth Basketball Skills focuses on skill development, teamwork & fun for all. Experience instructors will work on the basics of passing, dribbling and shooting.
Youth for Unity Ages 6-9	Monday & Wednesday 4-5pm	Youth for Unity consists of a comprehensive, broad-based set of programmatic interventions. Youth for Unity encourages diversity and confronts biases. This club helps Club members appreciate themselves as unique and special individuals. It also allows members to understand our society's diversity, recognize bias and unfairness, and take personal accountability in confronting discrimination.
Dance All ages	Monday-Friday 4:30-7:00pm	Dancers will learn proper stretching techniques and exercises and incorporate strengthening movements to help build proper muscle strength and coordination needed for dance. This class is a combination of various types of dance that challenges dancers to use choreography and movement to interpret music and express emotion.
Arts & Crafts All Ages	Monday-Friday 3:30-6:00	Experience different forms of art and various crafts with a skilled instructor.



	Monday	Tuesday	Wednesday	Thursday	Friday
8:00am	Arrival/Breakfast Morning Mindfulness	Arrival/Breakfast Morning Mindfulness	Arrival/Breakfast Morning Mindfulness	Arrival/Breakfast Morning Mindfulness	Arrival/Breakfast Morning Mindfulness
9:00am	Morning meeting/Fun Session Power Hour-Educational Games Tutor Time	Morning meeting/Fun Session Power Hour-Educational Games Tutor Time	Morning meeting/Fun Session Power Hour-Educational Games Tutor Time	Morning meeting/Fun Session Power Hour-Educational Games Tutor Time	Morning meeting/Fun Session Power Hour-Educational Games Tutor Time
10:00am	Summer Soccer Power Hour-Educational Games Tutor Time	Summer Soccer Power Hour-Educational Games Tutor Time	Summer Soccer Power Hour-Educational Games Tutor Time	Summer Soccer Power Hour-Educational Games Tutor Time	Summer Soccer Power Hour-Educational Games Tutor Time
11:00am	Power Hour-Educational Games Fitness Walk	Power Hour-Educational Games Fitness Walk	Power Hour-Educational Games Fitness Walk	Power Hour-Educational Games Fitness Walk	Power Hour-Educational Games Fitness Walk
12:00pm	Lunch/Announcements				
1:00pm	Healthy Habits— Juniors Fun Session Junior Gym Open Reading Summer Craft Staff Challenge	PH-Educational Games Staff Challenge Cadet Gym Young Authors Summer Craft Chalk Masterpiece	Healthy Habits— Cadets Fun Session Teen Gym Open Reading Summer Craft Staff Challenge	PH-Educational Games Staff Challenge Junior Gym Young Authors Summer Craft Chalk Masterpiece	Healthy Habits— Teens Fun Session Girls only Gym Open Reading Summer Craft Staff Challenge
2:00pm	Cadets— Sports Challenge Game Time Teen Gym STEAM Games Coloring Contest Tag Games	Juniors Sports Challenge Game Time Junior Gym STEAM Games Painting Obstacle Course/Relay Races	Teens Sports Challenge Game Time Cadet Gym STEAM Games Coloring Contest Tag Games	Cadets Sports Challenge Game Time Teen Gym STEAM Games Painting Obstacle Course/Relay Races	Girls' Sports Challenge Game Time Cadet Gym STEAM Games Coloring Contest Tag Games
3:00pm	Torch/Keystone Clubs Group Game Cadet Gym Computer Time Drawing Sports Leagues	Smart Girls/Passport Group Game Teen Gym Computer Time Collage Sports Leagues	Teens Sports Challenge Game Time Junior Gym Computer Time Drawing Sports Leagues	Smart Girls/Passport Game Time Cadet Gym Computer Time Collage Sports Leagues	Locally Dev. Programs Game Time Junior Gym Computer Time Drawing Sports Leagues

Area Key

- Signature
- Programs
- Social Rec/Games
- Room
- Gym
- Learning Center
- Art Room
- Outdoors

4:00pm	<p>Locally Dev. Programs</p> <p>Physical Challenge</p> <p>Teem Basketball</p> <p>BGC News</p> <p>Art Challenge</p> <p>Sports Leagues</p>	<p>Locally Dev. Programs</p> <p>Minute to Win it</p> <p>Team Dodgeball</p> <p>BCC News</p> <p>Art Challenge</p> <p>Sports Leagues</p>	<p>Locally Dev. Programs</p> <p>Physical Challenge</p> <p>Teem Basketball</p> <p>BCC News</p> <p>Art Challenge</p> <p>Sports Leagues</p>	<p>Locally Dev. Programs</p> <p>Minute to Win it</p> <p>Team Dodgeball</p> <p>BCC News</p> <p>Art Challenge</p> <p>Sports Leagues</p>	<p>Locally Dev. Programs</p> <p>Physical Challenge</p> <p>Teem Basketball</p> <p>Teen Takeover</p> <p>Art Challenge</p> <p>Sports Leagues</p>
5:00pm	<p>Locally Dev. Programs</p> <p>Member's Choice</p> <p>Open Gym</p> <p>Educational Games</p> <p>Multi-Media</p> <p>Free Play</p>	<p>Locally Dev. Programs</p> <p>Member's Choice</p> <p>Staff vs. Members</p> <p>Educational Games</p> <p>Multi-Media</p> <p>Free Play</p>	<p>Locally Dev. Programs</p> <p>Member's Choice</p> <p>Open Gym</p> <p>Educational Games</p> <p>Multi-Media</p> <p>Free Play</p>	<p>Locally Dev. Programs</p> <p>Member's Choice</p> <p>Staff vs. Members</p> <p>Educational Games</p> <p>Multi-Media</p> <p>Free Play</p>	<p>Locally Dev. Programs</p> <p>Member's Choice</p> <p>Open Gym</p> <p>Teen Takeover</p> <p>Multi-Media</p> <p>Free Play</p>



Summer 2021 Weekly Camp Themes

Week 1	<i>Superheroes</i>	This week we will focus on hometown and club heroes, enjoy arts and crafts, play some hero games and have a great first week of camp! (i.e. Write letters to local veterans, superhero bracelets, Friday have a superhero party to highlight superhero club members that went above & beyond, etc.)
Week 2	<i>Olympics</i>	Campers will take part in Olympic games throughout the different areas of the Club. Physical and mental challenges throughout the week. (i.e. Basketball hoops challenge, obstacle courses, trivia daily, etc.)
Week 3	<i>Let's go Camping!</i>	During the week campers will learn everything they need to know about camping, participate in cool camp games and activities. (i.e. nature hikes, discuss different bug and trees, create lanterns craft project, make s'mores, etc.)
Week 4	<i>Fitness Fun</i>	The focus this week will be fitness and nutrition. Campers will learn healthy recipes they can make at home and participate in a ton of physical and mental health activities. (i.e. Yoga, Zumba, relaxation breathing, physical challenges, easy recipes like smoothies, powers bites, etc.)
Week 5	<i>Spread Kindness Around Like Confetti</i>	Campers and counselors will discuss and demonstrate the importance of being kind during this week of camp. (i.e. Send kindness grams to other campers throughout the week, focus on self-esteem activities, daily kindness challenges for members to do (talk to a new friend, sit somewhere different for lunch, go to an area in the club you usually do not go to) etc.)
Week 6	<i>STEAM</i>	This week members will cover all things STEAM. (i.e. Robotics, Lego building challenges, learn the mathematics of throwing a ball, art performances, etc.)
Week 7	<i>Take me to the Beach</i>	We will take our bags, sunscreen and hats to head to the BGCSM beach. (i.e. Luau party on Friday to wrap things up, splash games outside, water balloon fights, summer beach crafts, etc.)
Week 8	<i>Sports Madness</i>	Campers will enjoy everything sports related. (i.e. Sports trivia, sports camp sessions, learn how to score different sports, etc.)



#13

**COMMUNICATION
FROM THE
MAYOR**



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Mayor Deirdre Waterman, Darin Carrington, Finance Director

DATE: May 18, 2021

RE: Addendum to recommended FY 2021/22 budget *American Rescue Plan* suggested initiatives

The Mayor's Recommended Budget was submitted to Council on April 30, 2021 as required by the City Charter. As also required by law, the budget was balanced and indeed there is a forecasted surplus of \$2.2 million for FY 2020-21 and a budgeted surplus of \$1.29 million for FY 2021-22. Enclosed is the Mayor's budget statement which has been included in the packet to City Council.

Since that submission, the estimated Municipal Allotments from the American Rescue Plan (ARP) were recently announced. Under the ARP, the City of Pontiac's estimated allotment has been increased from the original estimate of \$5.8 million to \$37.7 million.

The Federal Government guidelines regarding the use of American Rescue Plan funds are attached. As such, we are submitting this addendum to the Mayor's recommended budget, as suggested initiatives for use of the American Rescue funds.

Attachments:

FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cites	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
 - ✓ Vaccination programs
 - ✓ Medical expenses
 - ✓ Testing
 - ✓ Contact tracing
 - ✓ Isolation or quarantine
 - ✓ PPE purchases
 - ✓ Support for vulnerable populations to access medical or public health services
 - ✓ Public health surveillance (e.g., monitoring for variants)
 - ✓ Enforcement of public health orders
 - ✓ Public communication efforts
 - ✓ Enhancement of healthcare capacity, including alternative care facilities
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
 - ✓ Enhancement of public health data systems
 - ✓ Capital investments in public facilities to meet pandemic operational needs
 - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
 - ✓ Mental health treatment
 - ✓ Substance misuse treatment
 - ✓ Other behavioral health services
 - ✓ Hotlines or warmlines
 - ✓ Crisis intervention
 - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

2. Addressing the negative economic impacts caused by the public health emergency

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3. Serving the hardest-hit communities and families

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. Replacing lost public sector revenue

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- ✓ Staff at nursing homes, hospitals, and home-care settings
- ✓ Workers at farms, food production facilities, grocery stores, and restaurants
- ✓ Janitors and sanitation workers
- ✓ Public health and safety staff
- ✓ Truck drivers, transit staff, and warehouse workers
- ✓ Childcare workers, educators, and school staff
- ✓ Social service and human services staff

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. Investing in water and sewer infrastructure

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. Investing in broadband infrastructure

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

Proposed Request for ARP Funding

1. **Small Business Program - \$1M**

Small Business Program to provide gap funding for business owners in the form of grants and micro loans. Currently, we have 1,000 small business owners. Business owners can apply for funding through applications and/or pitch competitions. Through review by the EDC, new or start-ups could receive funding.

The program is designed to promote entrepreneurship, small business growth and enhance the COP's economy. We will provide technical support and related resources.

This program falls into the ARP Guidelines on page 4, No. 2 - Addressing the Negative Economic Impacts Caused by the Public Emergency – Supporting Small Businesses

2. **Smart City Initiative –**

A proposal to create broad based infrastructure in the COP with cameras to monitor safety and tracking of infrastructure such as pot holes, leaks in water lines, traffic congestion, etc. The COP could reach out to tech and infrastructure partners to collaborate and provide additional resources and funding.

This project falls into the ARP Guidelines provided on page 7, No.7 – Investing in Broadband Infrastructure

I attended the White House State and Local Fiscal Recovery Program Briefing today at 5:00 where these programs were presented. I have the slides that were presented. See below:

3. **Workers and Families Program** - provide assistance to unemployed workers and job training

4. **Investing in Housing and Neighborhoods** - Services to support individuals facing homelessness, affordable housing and housing vouchers, residential counseling and navigation assistance.

City of Pontiac
American Rescue Plan - FY 2022 Proposed Projects

Project	Department	Amount	w/in ARP Guidelines	Guideline Category (1-7)
Small Business Program	Econ Dev	1,000,000	Y	2
Smart City Initiative - Broadband	Econ Dev	1,500,000	Y	7
Workers & Families Program	Econ Dev	500,000	Y	2
Investing in Housing and Neighborhoods	Econ Dev	1,000,000	Y	3
Senior Center Operations/Programs	Mayor	340,000	Y	3
Youth Center Operations/Programs	Mayor	1,000,000	Y	3
City Hall Capital Improvements/COVID	Mayor	4,000,000	Y	1
Renovations of Ewald Center	Mayor	4,000,000	Y	1
Salt Barn	DPW	1,000,000	Y	6
Hazard Pay - DPW Workers	DPW	150,000	Y	5
Storm Drain Maintenance/Repair	DPW	1,250,000	Y	6
Street Repairs/Water & Sewer	DPW/Mayor	7,000,000	Y	6
Repairs and Renovation at City parks	DPW	2,000,000	Y	1,3
Total Project Requests		26,840,000		



DR. DEIRDRE WATERMAN
MAYOR
CITY OF PONTIAC

April 30, 2021

MAYOR'S PROPOSED BUDGET FOR FISCAL YEARS 2022-2026

Dear Honorable Council Members and Citizens of Pontiac:

As Mayor of the City of Pontiac and in accordance with the Michigan Uniform Budget Act, (PA 2 of 1968 as amended) and Article V, Chapter 1 of the City of Pontiac Charter, I am submitting for your consideration the proposed budgets for fiscal years 2022, 2023, 2024, 2025 and 2026. The fiscal year for the five budgets begins on July 1st and ends on June 30th. As mandated by the State of Michigan, all funds are structurally balanced and are based on estimated revenues, expenditures, and available fund balances.

The total proposed budget for FY 2021 for the City of Pontiac is \$93,080,801. This represents an increase of \$2,729,661 from the current Amended Budget for FY 2021. Current financial projections indicate that the total General Fund balance will remain at a very solid level of \$19,367,645 by the end of FY 2021, of which \$15,457,645 is unassigned fund balance. It should be noted that based on current projections for FY 2021 and with this FY 2022 Recommended Budget, all funds are expected to meet or exceed the City's Fund Balance Policies.

During this current fiscal year we have been able to achieve a number of important fiscal achievements which has helped to lower costs for this proposed budget and for projected budgets going forward. This includes our closing on the purchase of the Phoenix Center that was finalized earlier this year through a public-private partnership. This partnership has allowed us to eliminate certain costs from the City's budget such as those associated with the repair and maintenance of the Phoenix Center garage.

Additionally, during FY 2021 we have seen major steps taken around the issue of retiree health care. In March 2021, the IRS signed off on the settlement between the City and retirees for forming of a new VEBA to provide health care benefits for the City's retirees. The creation and funding of this new VEBA is expected to cover the costs and projected liabilities for retiree health care. Thus, this proposed budget does not call for the City to incur any costs to the new VEBA for retiree health care.

For the FY 2022 general fund budget, we have continued to monitor and consider the impact of COVID-19 on both the city's state shared revenue and income tax revenue. For state shared revenue, we have used the State's most recent estimate of state shared revenue for the upcoming fiscal year. For income tax revenue and the impact of the COVID-19, we have closely tracked the collection of income tax receipts. Additionally, we have taken steps to factor in the impact on projected income tax refunds tied largely to more employees working from home as a result of the COVID-19 pandemic. Both the projected income tax revenue and the projected tax refunds have taken these factors into account.

The proposed general fund budget for FY 2022 reflects total revenues of \$45,966,614 and total expenditures of \$44,675,610 for a projected surplus of \$1,291,004. Included in the projected revenues is \$5.8 million expected to be received from the federal American Rescue Plan. A breakdown of these revenue and expense figures can be seen below:

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<https://www.facebook.com/pontiacmayor/>

an additional DPU unit with the Oakland County Sheriff. This is specifically designed to target and address crime around the City and to help assure the City maintains an adequate level of law enforcement staffing. We also are proposing to add a traffic patrol unit with the Oakland County Sheriff to help address road and traffic safety across the City.

This budget also provides funding for projects in our city parks. As we optimistically look forward to the ending of the COVID-19 pandemic, we want to provide increased recreational outlets at our parks for City residents. Likewise, we are providing funding for the acquisition of new vehicles for the Department of Public Works. This funding will significantly improve DPW's ability to address the vital public works needs across the City such as grass cutting, snow removal and street repairs.

In closing, I would like to express my appreciation to the employees of the City of Pontiac who have all continued to greatly contribute to our City during this challenging time with the COVID-19 pandemic. I would also like to commend the staffs of the Departments and Divisions, the Executive staff and Finance department for their contributions in the preparation of this year's annual budget.

Lastly, I look forward to working with the City Council President and Council members as we move forward with this budget process. Through a cooperative effort I am confident we can continue to build on the City's continued path toward economic recovery and fiscal stability.

Respectfully submitted,

Dr. Deirdre Waterman
Mayor

#14

**CLOSED
SESSION**

Pontiac City Council Resolution



Whereas, the Michigan Open Meetings Act allows a public body to go into closed session to discuss specific pending litigation; and

Whereas, the City Attorney and defense counsel wish to address the City Council on new activity in a pending matter;

Now, Therefore, Be It Resolved by the Pontiac City Council that it recess into closed session to discuss an attorney-client privileged memorandum pending litigation as permitted by the Open Meetings Act at MCL 15.268; specifically, Charles Blackwell v. Pontiac, Oakland County Case No. 2021-187309-CZ.