

NOTICE OF PONTIAC CITY COUNCIL MEETING
June 1, 2021
at 6:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a Study Session on June 1, 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 Study Session is attached. The Pontiac City Council gives notice of the following:

1. **Procedures.** The meeting will be conducted on zoom.us.
When: June 1, 2021 06:00 PM Eastern Time (U.S.A.)
Topic: 233rd 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/pontiacvtv/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 5-28-2021, 4:00 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

STUDY SESSION

June 1, 2021

6:00 P.M.

233rd Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Approval of the Agenda

Approval of the Minutes

1. May 25, 2021

Public Comment

Agenda Items

Ordinance

- 1b. 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 **(First Reading)**

Resolutions

Cable

2. Resolution to approve broadcast upgrades 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

Community and Economic Development

3. 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.)**
4. 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.)**

Department of Public Works (DPW)

5. Resolution to approve the updated MDOT resolution-form 2207B
6. Resolution to approve contract extension for Right of Way Sign Maintenance Contract with Action Traffic Maintenance Inc. thru January 1, 2022

7. Resolution to approve Gallogly Maintenance Agreement between the Road Commission for Oakland County (RCOC) and City of Pontiac for Gallogly Road

Mayoral Monthly Reports

8. Personnel Monthly Staff Report

9. Monthly Check Register (**Per the Administration, the check registers are posted on the city's website [http://pontiac.mi.us/departments/finance/financial_reports.php#revize document center rz3702](http://pontiac.mi.us/departments/finance/financial_reports.php#revize_document_center_rz3702)**
The check registers for May 7 and 14, 2021 have not been posted on the website)

10. City Credit Card Statement (**Per the Administration, the credit card statement was given directly to Council Members by the Finance Director.**)

Adjournment

#1

MINUTES

**Official Proceedings
Pontiac City Council
229th Session of the Tenth Council**

Call to order

A Formal Meeting of the City Council of Pontiac, Michigan was called to order electronically, on Tuesday, May 25, 2021 at 6:00 p.m. by Council President Kermit Williams.

Invocation – Councilwoman Doris Taylor-Burks

Pledge of Allegiance

Roll Call

Members Present	Attendance	Location
Carter	Remotely	Pontiac, Oakland County, MI
Miller	Remotely	Pontiac, Oakland County, MI
Pietila	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 Councilmembers

21-149 **Motion to excuse Councilmember Megan Shramski for personal reasons.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

No: None

Motion Carried

Amendments to the Agenda

21-150 **Motion to remove item #5 (Special presentation for Medical Marihuana Application Review Process Update, and item #6 (Special presentation Rubicon Real Estate v. City of Pontiac.) Councilwoman Waterman needs clarification why item #14 (Closed session Charles Blackwell v. Pontiac, Oakland County) is back on the agenda. Attorney McCloughlin responded that she has new information in the matter regarding the case and need to discuss with Council so it will stay on the agenda. Add discussion for Budget Hearing and receive only communications from Mayor for item #12 (Status update on the appointment of Medical Marihuana Commissioners and approval of the Commission Rules) and item #13 (Addendum to the Mayor's Recommendation Budget for Fiscal year 2021-2022 to include American Rescue Funding and suggested fun initiatives.)** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried

21-151 **Motion to add-on a resolution for the closure of City Council Chambers as item #1a.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks. Discussion on the floor: Counsel Sharp reiterated that this resolution was an over sight on the Clerks' behave and should have been brought back from last week meeting. Councilwoman Pietila asked why we are closing down City Council Chambers. Council President Williams said there would be discussion if the item is added it to the agenda.

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

No: None

Motion Carried

Approval of Amended Agenda

21-152 **Motion to approve Agenda as amended.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman. Discussion: Councilwoman Pietila still has the same question, why are we Closing City Council Chambers? No response from Council. President Williams called for the vote. Councilwoman Pietila wanted her no vote on record due to her question not answered.

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

No: Pietila

Motion Carried

Approval of Minutes

21-153 **Approve meeting minutes for May 18, 2021.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

No: None

Motion Carried

Resolution

City Council

~~21-154 **Resolution for the closure of City Council Chambers. (Agenda Add-on)** Moved by Councilperson Waterman and second by Councilperson Taylor Burks.~~
Council President asked Deputy Clerk to read the resolution but it was not in the agenda package. Council moved on to receive subcommittees report first then come back to resolution.

Received Subcommittee Report

Community Development – May 18, 2021

Finance – May 19, 2021

Public Safety – May 14, 2021

Resolution

City Council

21-154 **Resolution for the closure of City Council Chambers. (Agenda Add-on)** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks. Discussion: Councilwoman Waterman stated we need to add more information to the resolution for adequate movement where Councils sits and more done to the whole Council Chambers for everyone to feel safe besides chairs and ducks. It needs to be expand into Council Conference Room and Mayors Conference Room because the rooms are used for other meetings. Council President stated that this resolution needs to be voted on to stop the use of the Council Chambers being used in those conditions. He does not wish for Council to return to using Council Chambers until the renovations are completed. Mayor Waterman said the whole

building needs to be safe for us, the citizens, and not just the Council Chambers. It is the duty of DPW to take care of our facility. The facility belongs to the citizens of the City to use any conference rooms that are available. Boards and commissions will continue to use the Facilities as needed. She stated that DPW would clean the ducks and add purchase new chairs, which is a part of the whole renovation for the Council Chambers. Council President interrupted and called for the vote.

WHEREAS, due to COVID-19, CDC social distancing guidelines mandate that Council Chambers be limited to fourteen (14) people; and,

WHEREAS, due to the fact that the City of Pontiac was entitled to and did receive CARES reimbursement funding for expenses of up to One Million Five Hundred and Thirty-Three Thousand, One Hundred and Eight-Seven (\$1,533,187.50) Dollars and Fifty Cent, the City Council passed a resolution on October 20, 2020 addressing the immediate need to reduce the spread of COVID-19; and,

WHEREAS, the City Council requested the replacement of chairs in Council chambers with vinyl chairs and cleaning of the ventilation ducts in Council Chambers pursuant to the CARES ACT, the requests were reimbursable expenses as substantiated by the Office of the Oakland County Executive; and, WHEREAS the City Council further requested that RFP's for both the replacement of the chairs in Council chambers along with cleaning of the ventilation ducts in Council chambers be issued immediately; and,

WHEREAS, the City Council's resolution clearly stated that the replacement of the chairs and the cleaning of the ducts were to be completed before December 31, 2020; and,

WHEREAS, the Mayor did not include the vinyl chairs or the cleaning of the ventilation ducts in the submissions to Oakland County for reimbursement pursuant to CARES; and

WHEREAS, to date, vinyl chairs have not been ordered for Council chambers and the ventilation ducts in Council chambers have not been cleaned; and

WHEREAS, there have been several positive cases of COVID-19 in City Hall; and,

WHEREAS, the Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, more commonly referenced as the American Rescue Plan and pursuant to the Plan, Pontiac will receive Thirty-Seven Million, Seven Hundred and Seventeen Thousand, Nine Hundred and Fifty-Three (\$37,717,953.00) Dollar; and,

WHEREAS, the amount of funds the City of Pontiac will receive under the American Rescue Plan will certainly cover the cost of cleaning the ventilation ducts and purchasing vinyl chairs for the Council Chambers.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Pontiac City Council is shutting down Council chambers, effective immediately, until the ventilation ducts have been cleaned and vinyl chairs have been purchased and placed in the Council Chambers and until such time, an alternate location is to be used.

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

No: None

Resolution Passed

Councilwoman Shramski joined the meeting remotely from Pontiac, MI, Oakland County at 6:02 pm after she was excused but was not acknowledge until after the add-on resolution to close Council Chambers.

Special Presentation

Cable System Update

Presentation Presenters: Mayor Waterman and Phil Brown, Cable Director

No Recognition of Elected Officials

No Agenda Address

Resolutions

Community and Economic Development

21-155 **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.) Council had a discussion to schedule a Public Hearing.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

Motion Carried- Council will schedule Public Hearing at the next meeting

21-156 **Motion to defer item #9 (resolution to approve a contract between the City of Pontiac and Phillip Clay/Ghebre Selassie 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 and item #10 (resolution to approve a contract between the City of Pontiac and Baker Tilley to serve as advisors and provide training in the management of federal aid and foundation grant administration not to exceed \$65,000 until HUD can come in and present with a presentation. (The City received a \$100,000 grant from the Community Foundation for Southeast Michigan to support the project.)** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried

Resolution

Pontiac Youth Recreation and Enrichment Center (PYREC)

21-157 **Resolution to approve Pontiac Youth Recreation and Enrichment Center (PYREC) Lease Agreement.** Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, a Lease Agreement with purchase option, dated July 1, 2018 (the "Lease") was entered into between Creative School Solutions 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 provides 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 opinion to purchase the Premises and the resolution failed on a 6-1 vote; and,

WHEREAS, the Lease expires on June 30, 2021; 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 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) (July 1, 2021-June 30, 2022) with no increase in rent (remains at \$26,000 per month) and with 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.

Ayes: Pietila

No: Shramski, Taylor-Burks, Waterman, Williams, Carter and Miller

Resolution Failed

Discussion added for Budget Hearing

Counsel Sharp suggested Council needs to reschedule the Clerk, Elections and Marihuana Regulations plus Wade Trim Budget Hearing to another day. Council President stated we could change it to Wednesday, which is tomorrow, but that would not work. Counsel Sharp brought to the Council attention that they could do it before the Public Hearing on the Budget at 3:00 p.m. on June 1, 2021. Council accepts.

21-158 **Motion to reschedule Special Meeting from 3:00 p.m. to 5:00 p.m. on the Budget Hearing for Wade Trim on June 1, 2021 at 3:00 p.m. and Clerk, Elections and Marihuana Regulations on June 1, 2021 at 4:00 p.m.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

Motion Carried

Received Only Communications from the Mayor

Status update on the appointment of Medical Marihuana Commissioners and approval of the Commission Rules (**Mayor has previously submitted the Medical Marihuana Commission at today's meeting.**)

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?**)

Suspend the Rules

21-159 **Motion to suspend the rules to move public comment before Closed Session.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried

Public Comment

Three (3) individuals made public comment

Closed Session

21-160 **Resolution to go into Closed Session.**

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.

Discussion: Councilwoman Pietila said we do not have a link to go into closed session. Council President said the link will come after the vote and he would ask the Deputy Clerk to send the link. Deputy Clerk told the president she did not have the link. He asked how we are going to go into closed session without a link. Councilwoman Pietila said the Clerk always send the link. Attorney McClaughlin stated that the Clerk usually send out the link but Deputy Clerks stated she do not have the link. Councilwoman Waterman asked could we do the closed session next week. Councilwoman Pietila asked could we use the old link. Council President asked Attorney McClaughlin what she thinks about having meeting next week. She states yes if it is necessary but rather do it today. Mayor Waterman asked if Council could wait and she will see if someone from her staff could send the link. She asked Lynette Phillips, she said yes. Deputy Clerk stated that she was told the Mayors administration would send the link and the Mayor said that was not the case. The Mayor asked if Ken Martin was still connected to the meeting to set up the link and he agreed. **Deputy Clerk let the President know that he only had a move by Councilperson Pietila and still needs a second to go into closed session. Councilwoman Waterman second it.**

Ayes: Waterman, Williams, Carter, Pietila and Shramski

No: Miller

Motion Carried

Councilwoman Taylor-Burks was not connect or muted and did not vote

Council President said we would go to closing comments while we wait for the link.

Mayor, Clerk and Council Closing Comments

Mayor Waterman, Counsel Sharp, Pro-Tem Carter, Councilwoman Miller, Councilwoman Shramski, Councilwoman Pietila, Councilwoman Taylor-Burks, Councilwoman Waterman, and President Williams made closing comments. Deputy Clerk Grandison had no closing comments.

21-161 **Motion to come out of Closed Session.** Moved by Councilperson Carter and second by Councilperson Pietila.

Ayes: Williams, Carter, Pietila, Shramski and Waterman

No: None

Motion Carried

Councilwoman Miller and Taylor-Burks was not connect or muted and did not vote

21-162 **Motion to proceed according to the recommendation of the defense counsel in the case of Charles Blackwell v Pontiac, Oakland County Case No. 2021-187309-CZ.** Moved by Councilperson Pietila and second by Councilperson Shramski.

May 25, 2021 Formal

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

Adjournment

Council President Kermit Williams adjourned the meeting at 8:12 p.m.

SHEILA R. GRANDISON
DEPUTY CITY CLERK

DRAFT

#1b

Ordinance

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

#2

RESOLUTION



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 in in the expansion of the city's media platforms that would allow improved audio and expand media formats that can aide 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
- 6.

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

WHEREAS, during the COVID-19 pandemic the City of Pontiac has had to implement various virtual platforms that require up to date equipment and broadcasting hosting center and;

WHEREAS, the City of Pontiac's current cable system is twenty (20) years old and the existing software and hardware are outdated and;

WHEREAS, technology products can also become obsolete because their functionality has changed over time or with the invention of new products and;

WHEREAS, most technology as we know becomes outdated in three years and;

WHEREAS, the current analog system produces low quality broadcast and;

WHEREAS, the current wire-based system creates slower broadcast and uploads and;

WHEREAS, the current system does not communicate with new technologies and;

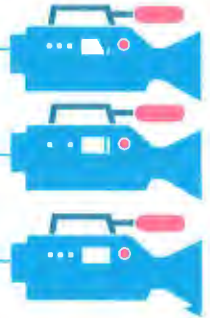
WHEREAS, the cable office recommends to install new fiber connectivity (cable tv infrastructure), replace Server with new Tightrope 2 channel digital server system, replace the encoder, replace aging broadcast components with new bulletin board software, replace monitoring hardware and software for quick troubleshooting and;

WHEREAS, the benefits of digital broadcasting will be an increase in the capacity of broadcast transmission networks by improving spectrum efficiency (i.e. more data can be transmitted per unit bandwidth), provision of better signal quality which increases robustness to interference and picture degradation and support of HD services and interactivity and;

WHEREAS, implementation of this of this new equipment will be in the best interest for the citizens of Pontic and an advantage when viewing broadcast meetings for the public.

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.

**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)**



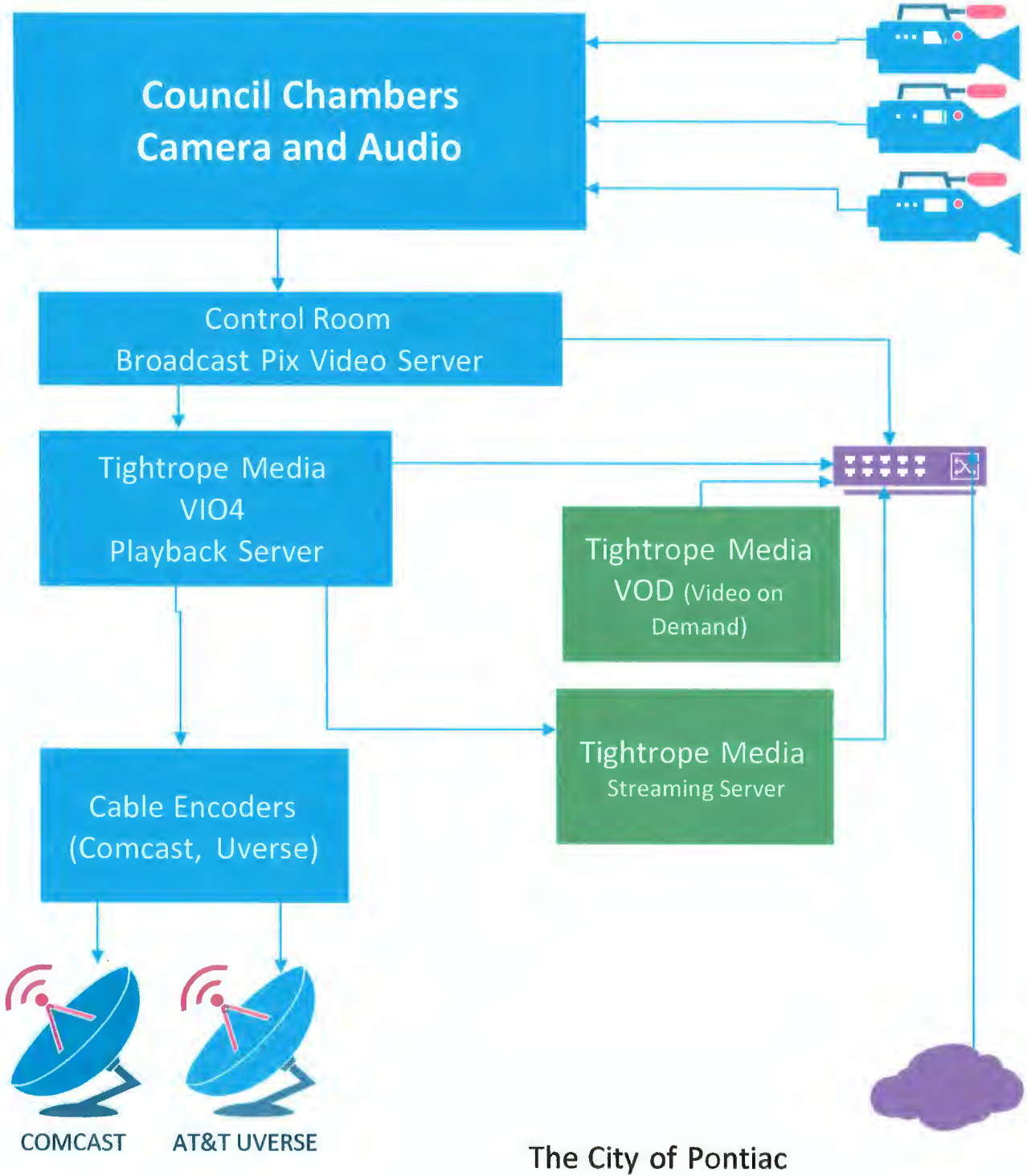
COMCAST



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

				25% discount on years 4 and 5 if purchased with initial system purchase.		
				VOD Server		
9	1	Tightrope Media Systems	CBL-SVR450-VOD-10	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.	7,250.00	7,250.00
				Optional Extended Hardware Support (years 4 and 5)		
10	2	Tightrope Media Systems	CBL-PROVOD-10-HA	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.	660.00	1,320.00
				25% discount on years 4 and 5 if purchased with initial system purchase.		
				Bulletin Board		
11	2	Tightrope Media Systems	CBL-VIOLITE-CG-SVR	Cablecast VIO server hardware with 8TB storage in a 1RU chassis configured for CG payout 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.	2,550.00	5,100.00
				Optional Extended Hardware Support (years 4 and 5)		
12	4	Tightrope Media Systems	CBL-VIOLITE-CG-HA	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.	450.00	1,800.00
				25% discount on years 4 and 5 if purchased with initial system purchase.		
13	2	TRMS	CBL-CGPLAYER-LIC	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"	1,215.00	2,430.00
				Live Streaming Server		
14	2	Tightrope Media Systems	CBL-LIVE-350	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.	2,500.00	5,000.00
				Optional Extended Hardware Support (years 4 and 5)		
15	4	Tightrope Media Systems	CBL-LIVE-350-HA	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.	210.00	840.00
				25% discount on years 4 and 5 if purchased with initial system purchase.		
				VOD and Streaming Service PER YEAR		

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 Redlockable 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		
48	1		IC	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 Ethernet 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.	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 Warrant & 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.



Agenda – City of Pontiac Cable Technology Strategy

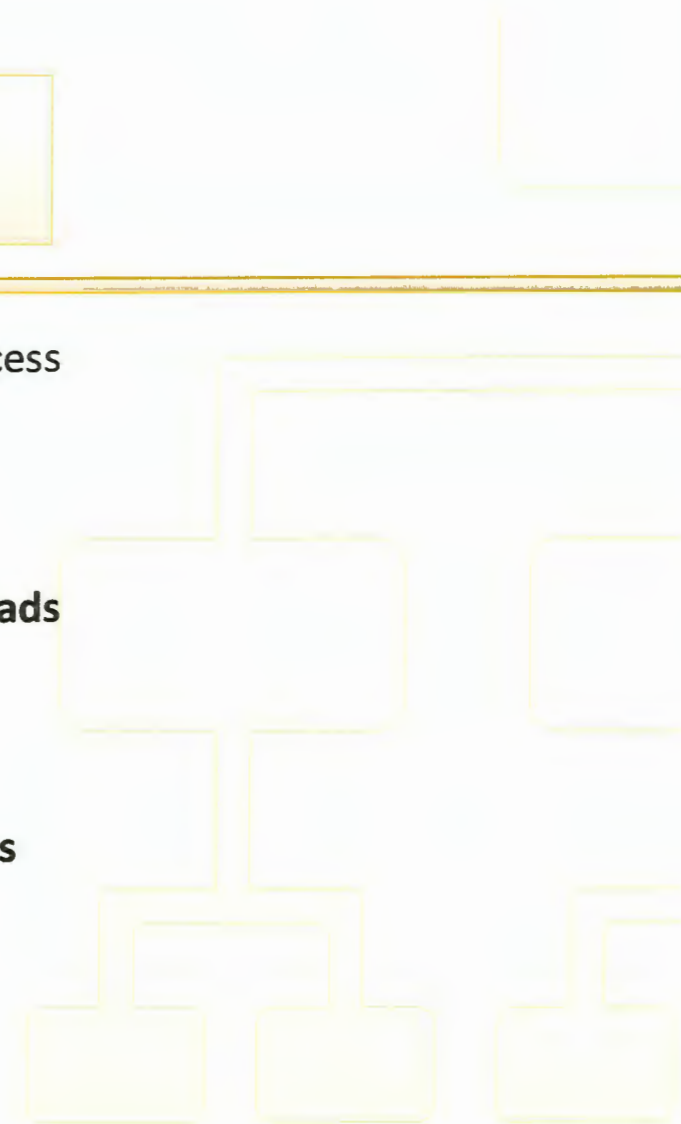
- Review Current Cable System
- Review New Cable Strategy
- Review New Estimated Costs & Timeline
- Closing



CITY OF
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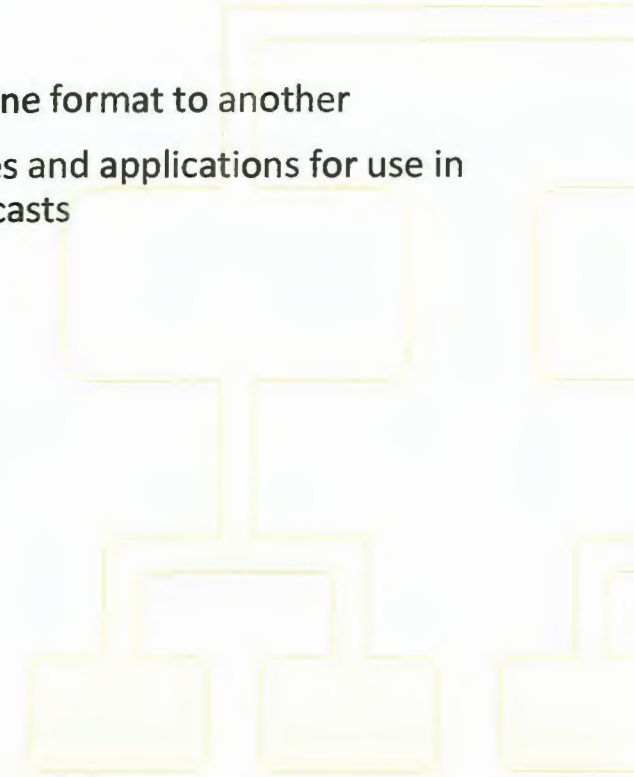
Current Cable System

- Cable Division produces two channels: Government & Public Access
- **Current analog system produces low quality broadcasts**
 - System has not been update in over 20 years
 - Existing hardware and software can not 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



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

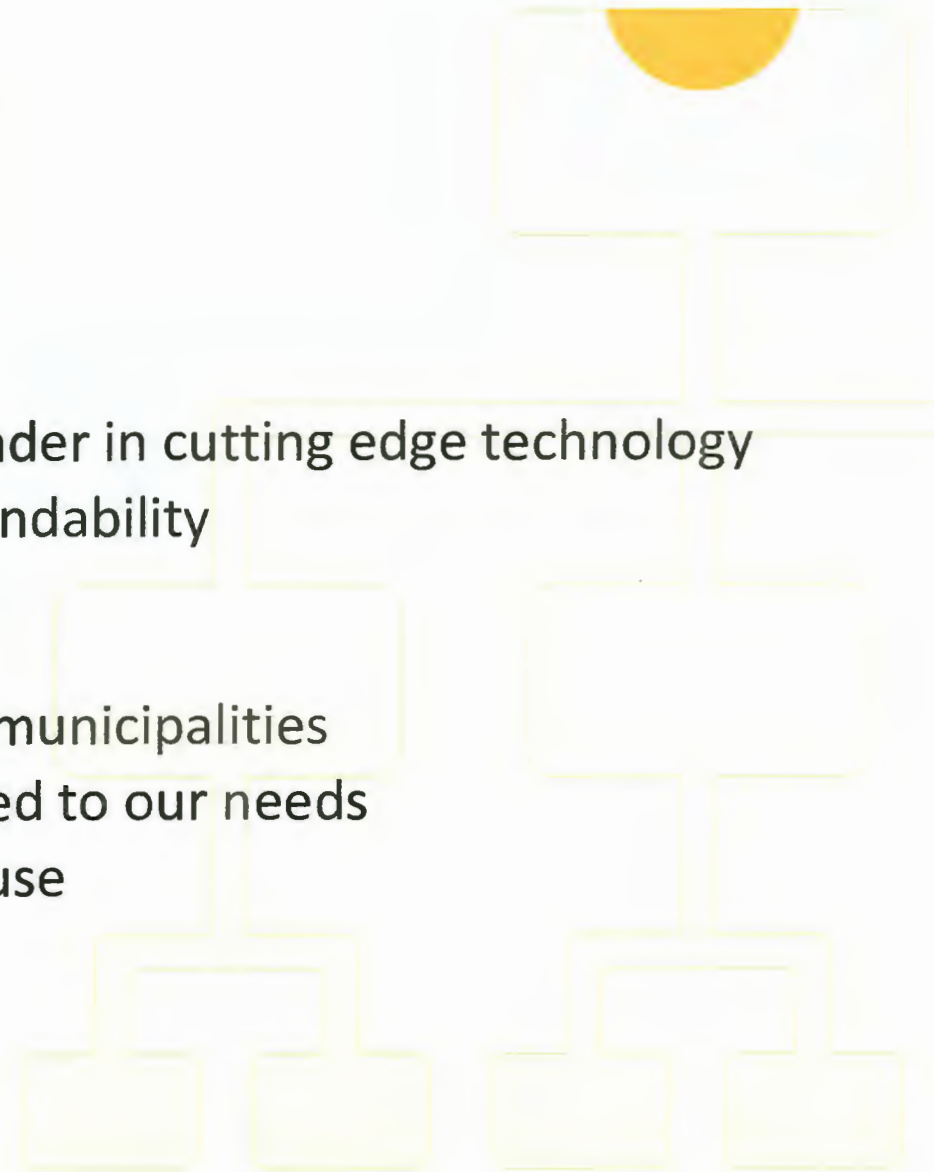
- Install new fiber to increase connectivity (cable tv infrastructure)
- Replace Server with new Tightrope 2 channel digital server system
- Replace encoder with new encoder
- Replace aging broadcast components with new bulletin board software
- Monitoring hardware and software for quick troubleshooting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

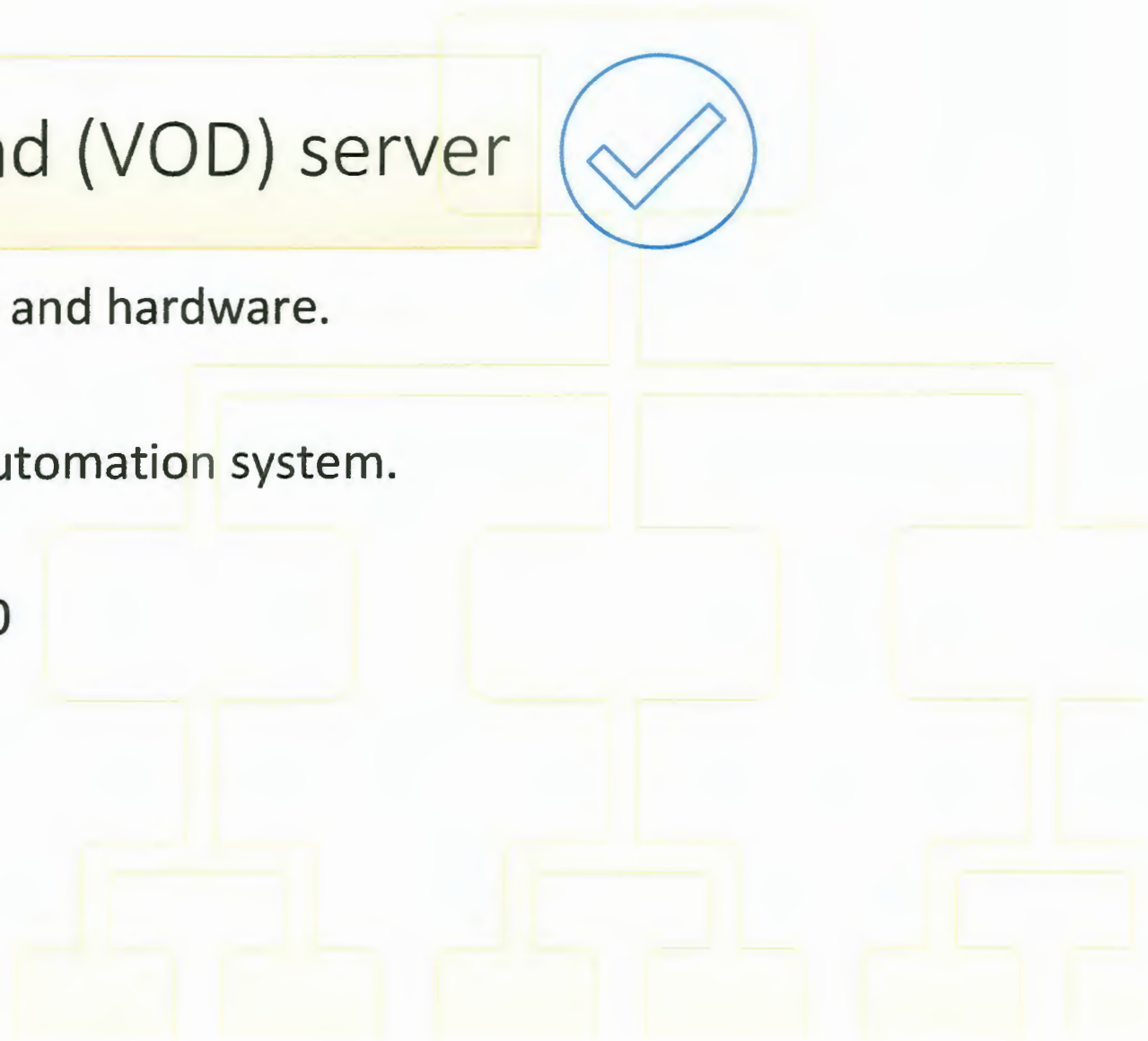


- Media player that is a server that encodes and decodes media. To be broadcasted on cable TV with the storage which includes software, operation software 10 TB of storage.
- Which include support and warranty for hardware and software.
- Estimated Cost \$22,700.00

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



CITY OF
Pontiac
MICHIGAN

Thank you for your time this evening!

Cable Strategy



#3 & #4

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 27, 2021
For the Council Session of June 1, 2021

RE: SUPPLEMENTAL INFORMATION

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

Pursuant to the Council's request

This matter was referred to contacts at Housing and Urban Development seeking a representative to appear and answer questions on the re-onboarding of the grants functions of the City. Any materials received will be provided to Council.

Please note that the City performed and corrected all deficiencies from the former HUD analysis and report.

This matter has also been referred to Oakland County seeking a representative to attend this meeting to answer questions as to what is required from the County to release the City from the contract with the Home Division.



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

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.



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 \$ 43,000 \$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

#5

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Mayor Deirdre Waterman, Dan Ring, Director, Department Public Works, Abdul Siddidui, City Engineer

DATE: May 26, 2021

RE: MDOT Resolution-Form 2207B

The Michigan Department of Transportation (MDOT) has requested an updated Resolution from the City of Pontiac. The City Council has voted to approve an updated resolution in past years. MDOT has updated their form and they are requesting a new resolution from the City. The new resolution is required as part of our permit.

It is the recommendation of the Department of Public Works and the Engineering Division that the City Council approve the attached resolution as required by the Michigan Department of Transportation.

RESOLUTION ON FOLLOWING PAGE

PERFORMANCE RESOLUTION FOR MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____ City of Pontiac
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

- 6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Director of Public Works, Dan Ringo City of Pontiac

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____ Council Meeting

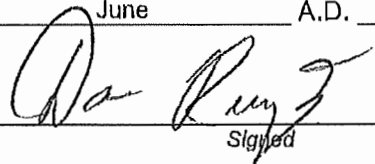
 (Name of Board, etc.)

of the _____ City of Pontiac _____ of _____ Oakland _____

 (Name of MUNICIPALITY) (County)

at a _____ Council Meeting _____ meeting held on the _____ 1 _____ day

of _____ June _____ A.D. _____ 2021 _____.



Signed

Director of Public Works

Title

Dan Ringo

Print Signed Name

#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Pontiac City Council

FROM: Deidre Waterman, Mayor, at the request of
Dan Ringo, Interim Director of DPW

DATE: May, 7 2021

RE: **Action Traffic Maintenance Inc.**

In 2016, the City of Pontiac advertised for "Right of Way Sign Maintenance" and awarded a contract to Action Traffic Maintenance Inc. This contract was a one-year contract with options for years two and three. In the three years working with Action Traffic Maintenance Inc., they have been a very responsive company to work with. We feel that their work product and ability to respond to Sign replacement has been exemplary. Additionally, their pricing is also some of the lowest in the area for parts and labor, saving the City money on costly repairs.

Action Traffic Maintenance Inc. has been a trusted contractor for the 3 years of this contract and has done exemplary work replacing and installing our Traffic and Street Signs. Their knowledge of the Traffic signage is unmatched.

At this time, the original Action Traffic Maintenance Inc. contract has expired. The Department of Public Works is still in need of assistance for "Right of Way Sign Maintenance"

We request to extend the current contract with Action Traffic Maintenance Inc. who has agreed to maintain current pricing. We are requesting to extend this for a period of 1 year.

Funding for this contract is in the Major and Local Street Fund.

Based upon the above and attached information, it is the recommendation of the Department of Public Works to extend the contract with Action Traffic Maintenance Inc. for 1 year.

WHEREAS, The City of Pontiac has mutually agreed with Action Traffic Maintenance Inc. to extend the contract for 1 year at current rates;

WHEREAS, Action Traffic Maintenance Inc. has done exemplary work over the 3 years of their contract;

WHEREAS, The Department of Public Works is still in need of assistance for "Right of Way Sign Maintenance";

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to extend the contract with Action Traffic Maintenance Inc. until January 1, 2022.

AHC



May, 7 2021

Action Traffic Maintenance, Inc.
Attn: Mr. Thomas Peake, Director of Operations
5182 South Saginaw
Flint, MI 48507

Dear Mr. Peake,

The City of Pontiac and Great Lakes Power & Lighting hereby mutually agree to extend the contract for "**Right of Way Sign Maintenance**" between the City of Pontiac and Action Traffic Maintenance originally dated January 21, 2016. **This agreed upon contract extension shall terminate at midnight January 1, 2022.**

This contract extension is created in accordance with Section VI Agreement within the contract documents.

This correspondence will serve as our contractual agreement to extend the above-mentioned contract based on the terms and conditions along with subsequent modifications, if any, as outlined in our agreement dated January 21, 2016.

Thank you for your continued service and dedication. We look forward to working with you and your team this contract year.

If you have any questions, or concerns, please feel free to contact me at 248.758.3614.

Sincerely,

CITY OF PONTIAC

By: _____ Date: _____
Dan Ringo, Interim DPW Director, City of Pontiac

Agreed: _____ Date: _____
Thomas Peake, Director of Operations, Action Traffic Maintenance Inc

I concur: _____ Date: _____
Deirdre Waterman, Mayor, City of Pontiac
DR/AC



DPW CONTRACTOR SCORECARD

Topic:	Score	Targeted Score
Attendance:		
<ul style="list-style-type: none"> Employees meet scheduled work hours 	10	10
Work Place Accidents:		
<ul style="list-style-type: none"> # of incidents 	0/10	10
<ul style="list-style-type: none"> Cost of Incidents: 	0/10	10
Facility Supervisor Satisfaction:		
<ul style="list-style-type: none"> Direct Program 	8	10
<ul style="list-style-type: none"> Deputy Director 	8	10
<ul style="list-style-type: none"> DPW Director 	8	10
Emergency Response Rating:		
<ul style="list-style-type: none"> COVID Response 	8	10
Overall Communication and Response:		
<ul style="list-style-type: none"> Sr. Management 	8	10
<ul style="list-style-type: none"> Foreman 	8	10
Proposed Program Enhancements:		
<ul style="list-style-type: none"> Discounts/cost savings initiatives 	8	10
Other Considerations:		
Supplies/Materials/Equipment	9	10
Total Score:	95	110
0-84	RED	Unsatisfactory
85-90	YELLOW	Satisfactory
91-100	GREEN	Goal Met

#7

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Abdul H Siddiqui, PE, City Engineer

DATE: June 01, 2021

RE: **GALLOGLY MAINTENANCE AGREEMENT - Between the Road Commission for Oakland County (RCOC) and the City of Pontiac**
GALLOGLY ROAD – Newark Road to the northerly Pontiac City Limits

The City is in receipt of a Grading Maintenance Agreement between the Road Commission of Oakland County (RCOC) and the City of Pontiac to perform grading maintenance activities on Gallogly Road from Newark Road to the northerly City limits. Per the agreement, RCOC would provide grading on the approximate 0.25 mile stretch of gravel roadway on Gallogly Road.

The City of Pontiac, in turn, would reimburse the RCOC \$1653.20, or \$82.66 per grading frequency for 20 frequencies per year for the said Grading Maintenance Services.

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached RCOC maintenance agreement for grading of Gallogly Road between Newark and the northerly City limits:

WHEREAS, The City of Pontiac is in receipt of a Grading Maintenance Agreement between the Road Commission for Oakland County (RCOC) and the City of Pontiac to perform grading maintenance activities on Gallogly Road from Newark Road to the northerly City limits for the 2021-22 season; and,

WHEREAS, The Department of Public Works and the Law Department has reviewed the subject agreement; and,

WHEREAS, The City of Pontiac would reimburse the RCOC at \$82.66 per grading frequency for said Grading Maintenance Services; and,

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor or DPW Director to sign said Grading Maintenance Agreement between the RCOC and the City of Pontiac for work to be performed on Gallogly Road from Newark Road to the northerly Pontiac City Limits.

AHS

attachments



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

*Ronald J. Fowkes
Commissioner*

*Andrea LaLonde
Commissioner*

*Nancy Quarles
Commissioner*

*Dennis G. Kolar, P.E.
Managing Director*

*Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer*

**Highway Maintenance
Department**

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

April 20, 2021

Mr. Dan Ringo
Director of Public Works
47450 Woodward Avenue
Pontiac MI 48342-2271

RE: Grading Agreement – Gallogly Road

Dear Mr. Ringo:

Enclosed please find an updated Grading Agreement between the Road Commission for Oakland County and the City of Pontiac. The original agreement was prepared by our Legal Department in 2008 for grading maintenance, to be done by the Road Commission, on a segment of Gallogly Road within the City's jurisdiction. The only change to the agreement, is to bring the operational costs to current day values.

Please review this agreement and if you concur with the changes, please present it to your Board for signing and then return both copies to me. A signed original will be sent to the City after it is signed by our Board.

If you have any questions, please give me a call.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

DMH/gg

**GRADING AGREEMENT
CITY OF PONTIAC
SEGMENT OF GALLOGLY ROAD**

This Agreement made and entered this _____ day of _____, 2021, between the Road Commission for Oakland County, hereinafter referred to as the "RCOC", and the City of Pontiac, hereinafter referred to as the "City."

WHEREAS, the segment of Gallogly Road adjacent to the northern boundary of the City, from Newark Street easterly approximately 1,300 feet, to the RCOC segment of Gallogly Road, is a city street under the jurisdiction of the City (City segment); and

WHEREAS, the parties hereto wish to enter into a written contract providing for certain grading by the RCOC, of the City segment of Gallogly Road; and

WHEREAS, the RCOC hereby agrees to be responsible for certain grading of the City segment of Gallogly Road, under the terms of this Agreement and the City agrees to pay for the cost thereof, as provided in Section II of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual undertaking of the parties hereto, it is mutually understood and agreed as follows:

I

The number and timing of gradings shall be as specified in Exhibit B, as attached hereto and made a part thereof. All grading work performed by the RCOC shall be in accordance with the RCOC's minimum grading standards.

II

In consideration of the assumption of said grading by the RCOC, the City agrees to pay to the RCOC, the sum of \$1,653.20 per year, as set forth in Exhibit A, attached hereto. The annual payments shall be made as follows and upon invoice by the RCOC:

50% on July 15th

50% on January 15th

III

The RCOC shall keep accurate and uniform records regarding all grading work performed pursuant to this Agreement. The City shall have the right to audit RCOC accounts and records insofar as such documents concern this Agreement.

IV

It is specifically understood and agreed by the City and the RCOC that by undertaking to perform grading of the City segment of Gallogly Road, the RCOC does not assume the City's legal duty to keep said road in such condition as to be reasonably safe and convenient for public travel, and the City hereby agrees to hold harmless, represent, defend and indemnify the RCOC, its officials and employees from any and all claims and suits that may be made, filed, or instituted against the RCOC and/or its employees, arising out of the RCOC's performance or non-performance of the grading activities which are the subject matter of this Agreement.

The City agrees that it will do nothing to prejudice the RCOC in this regard. The RCOC shall not be responsible hereunder for any work items not included in the grading work as set forth in Exhibit B.

VI

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

The terms and conditions of this Agreement shall become effective on May 1, 2021 and shall continue in full force and effect for an initial term of one year. Thereafter the terms and conditions of the Agreement shall be annually extended automatically for additional one year terms, unless this Agreement is terminated, as set forth below.

Either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least sixty (60) days prior to the end of the initial term or any subsequent term of this Agreement.

Witnesses:

CITY OF PONTIAC,
a Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

ROAD COMMISSION FOR OAKLAND
COUNTY, a Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

GRADING AGREEMENT

CITY OF PONTIAC

EXHIBIT A

CITY ROAD SEGMENT TO BE GRADED:

City segment of Gallogly Road, extending from Newark
Street to the RCOC segment of Gallogly Road 1,300 Lft

Annual Grading Costs
\$82.66/frequency X 20 frequencies/per year = \$1,653.20

GRADING AGREEMENT

CITY OF PONTIAC

EXHIBIT B

GRADING TO BE PERFORMED:

Grading only of the City segment of Gallogly Road, as listed in Exhibit A, both directions of travel. The grading will take place in conjunction with the grading of the RCOC segment of Gallogly Road, from the Pontiac City limits to Old Baldwin Road.

Note: The number of gradings per year are based on the following:

12	Gradings during the summer
<u>8</u>	Gradings during the winter
20	Total

Frequency will be reviewed annually by both parties.

#8

**Mayoral
Monthly
Report**



**CITY OF PONTIAC
FINANCE DEPARTMENT
HUMAN RESOURCES DIVISION
47450 Woodward Avenue
Pontiac, Michigan 48342**

TO: Honorable Mayor, Council President, and City Council Members
FROM: Darin Carrington, Finance Director
DATE: May 27, 2021
RE: May New Hire Report

Name	Job Title	Department
Alexandra Borngesser	Grant/Compliance Officer	Executive Office
Felicia Rutledge	Financial Analyst & Liaison to Council	Executive Office
Carla Cade	Customer Service	Planning Department