

NOTICE OF PONTIAC CITY COUNCIL MEETING
August 6, 2020
at 12:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a Formal Meeting on August 6, 2020 at 12:00 p.m. This meeting will be held electronically pursuant to the Open Meetings Act and Governor Whitmer's Executive Order 2020-154. The agenda of the Formal Meeting is attached. Pursuant to Executive Order 2020-129, the Pontiac City Council gives notice of the following:

1. **Reason for Electronic Meeting.** The Pontiac City Council is meeting electronically because of Executive Order 2020-154.
2. **Procedures.** The public may view the meeting electronically through the following method.
<http://pontiac.mi.us/council/pontiactv/index.php>
3. **Public Comment.** For individuals who desire to make a public comment, please submit your name and comment in writing to publiccomments@pontiac.mi.us. Additionally, you may submit your public comment in writing directly to the Office of the City Clerk during regular business hours. All public comments must be received no later than 5:30 p.m. on August 6, 2020. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.
4. **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 7-31-2020, 5:00 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://pontiac.mi.us/council/meeting_agendas_and_minutes/index.php

FORMAL MEETING

August 6, 2020

12:00 P.M.

183rd Session of the 10th Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. July 28, 2020

Special Presentations (Special Presentations are limited to 10 minutes.)

2. Medical Marihuana Administration Report
Presentation Presenter: Matt Gibb, Special Counsel for Economic Development.
3. Medical Marihuana Monthly Application Review Process Update from the Office of the City Clerk
Presentation Presenter: Garland Doyle, Interim City Clerk

Recognition of Elected Officials

Agenda Address

Ordinances and Resolutions

Economic Development

4. Adoption of an Ordinance to provide a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions for the

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

Office of the City Clerk 47450 Woodward Pontiac, Michigan 48342 Phone (248) 758-3200

Website: <http://pontiaccityclerk.com>

State Housing Development Authority Act of 1966 (1966 PA 340, as amended, MCL 125.1401, *et seq*, the "Act"), also known as the "Tax Exemption Ordinance for Carriage Place Apartments."

5. Resolution to authorize Mayor to sign and execute Municipal Service Agreement for Carriage Circle Apartments, parcel # 14-34-127-002.
6. Resolution of City Council to Acknowledge and Adopt the Amended Timeline to complete the Phoenix Center Settlement Agreement Obligations. **(This item was deferred for one week at the City Council Meeting on July 28, 2020.)**

Finance Department

7. Adoption of an Emergency Ordinance to Amend Emergency Ordinance 2346 to extend \$400 Supplemental Payment for Health to General Employees Retirement System- GERS retirees until August 31, 2021
8. Adoption of an Emergency Ordinance to Amend Emergency Ordinance 2369 to extend \$400 Supplemental Payment for Health to Police and Fire retirees until August 31, 2021

Communication from the Office of the City Clerk

9. Status of Outstanding Issues between the Office of City Clerk and the Mayor's Office regarding Medical Marihuana **(This item was deferred for one week at the City Council Meeting on July 28, 2020.)**

Communications from the Mayor

10. Forensic Audit Contract Negotiations Report **(This item was deferred for one week at the City Council Meeting on July 28, 2020.)**
11. Executive Order: Pontiac Outdoor Dining Program Report **(This item was deferred for one week at the City Council Meeting on July 28, 2020.)**
12. Update: Census Events and Statistical Response Report **(This item was deferred for one week at the City Council Meeting on July 28, 2020.)**
13. Request for City Council Support - Letter of Apology to Detroit Regional Parking Authority Report **(This item was deferred for one week at the City Council Meeting on July 28, 2020.)**
14. Phoenix Center Bid Update Report **(This item was deferred for one week at the City Council Meeting on July 28, 2020.)**

Mayoral Monthly Reports

15. Personnel Monthly Staff Report
16. Monthly Check Register **(The check registers for July 3, 10, 17 and 24, 2020 have not been posted on the website. The check registers for June 19 and 26, 2020 are attached.)**
17. City Credit Card Statement **(No report was submitted.)**

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

Upcoming Special Presentations

August 18, 2020

1. Rehmann Robson Audit Report
2. Update: Parks and Recreation, Neighborhood Empowerment Projects (NEP) and other partnerships

September 1, 2020

1. Medical Marihuana Monthly Application Review Process Update from the Office of the City Clerk
2. Village at Bloomfield Development Update

#1

MINUTES

July 28, 2020 Study

**Official Proceedings
Pontiac City Council
182th Session of the Tenth Council**

Call to order

A Study Session Meeting of the City Council of Pontiac, Michigan was called to order electronically on Tuesday, July 28, 2020 at 6:04 p.m. by Council President Kermit Williams.

Roll Call

Members Present: Carter, Miller, Pietila, Shramski, Taylor-Burks and Williams.
Mayor Waterman was present.
Clerk announced a quorum.

Authorization to Excuse Councilmembers

20-355 **Excuse Councilperson Waterman for personal reasons.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to remove agenda items 8, 10, 11, 12, 13, 14, 15 and 16 for one week. Moved by Councilperson Miller and second by Taylor-Burks. There was discussion on the motion to allow the Code Enforcement report. Therefore, Councilperson Miller withdrew her motion and Councilperson Taylor-Burks withdrew her second.

20-356 **Motion to remove agenda items 8, 10, 11, 12, 14, 15 and 16 for one week.** Moved by Councilperson Miller and second by Councilperson Shramski.

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

No: Pietila

Motion Carried

20-357 **Approval of the Agenda as amended.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

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

No: Pietila

Motion Carried

Approval of the Minutes

20-358 **Approval formal meeting minutes for July 21, 2020.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

July 28, 2020 Study

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

No: None

Motion Carried

Public Comment

Six (6) individuals submitted a public comment read by the City Clerk

Special Presentation

Update: Department of Public Works (DPW) Plan for Increased Park Maintenance and Clean-up to accommodate summer usage.

Presentation Presenter: Dan Ringo, Interim DPW Director

Suspend the Rules

20-359 **Motion to Suspend the Rules to vote.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

No: None

Motion Carried.

Resolution

City Council

20-360 **Resolution that request the Mayor to provide to the City Council, a list of all outstanding bills and or invoices that are ninety (90) days old or older, with explanations as to why payments have not been made to be included in the Thursday, August 6, 2020 Council Agenda.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

WHEREAS, the City Council has been informed by the Parliamentarian, Eleanor Siewert that she has outstanding invoices that date back to the beginning of the New Year; and,

WHEREAS, Clark Hill PLC despite being told they were going to receive payment by the City Attorney Anthony Chubb, also has outstanding invoices that date back to October of 2019; and,

WHEREAS, the outstanding invoices for both the Parliamentarian and Clark Hill, total close to Sixty Thousand (\$60,000.00) Dollars; and,

WHEREAS, the Council passed a resolution on June 17, 2020 to engage the Bonadio Group, a certified public accounting firm to perform a forensic audit and agreed to submit a retainer of Ten Thousand (\$10,000.00) Dollars; and,

WHEREAS, despite the Council having allocated the necessary funds in last year's budget and in this current fiscal year's budget, the Executive has not paid any of Council's contractors; and,

WHEREAS, this creates some serious concern and raises several questions including, how many other contractors have not been paid? How many other bills are outstanding and is the Executive not paying bills in hopes of reflecting an inaccurate fund balance?

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Pontiac City Council hereby requests that the Executive provide to the City Council, a list of all outstanding bills and or invoices that are ninety

July 28, 2020 Study

(90) days old and older, with explanations as to why payments have not been made, all to be included in the Thursday, August 6, 2020 Council Agenda.

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

No: None

Resolution passed.

Suspend the Rules

20-361 **Motion to Suspend the Rules to vote.** Moved by Councilperson Taylor-Burks and second by Councilperson Shramski.

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

No: None

Motion Carried.

Resolution

City Council

20-362 **Resolution for Charles Harold Moody.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

WHEREAS, It is the sense of this legislative body to pay proper tribute to individuals of remarkable character and whose lives have been dedicated to uplifting, inspiring and empowering the community; and;
WHEREAS, it is feelings of the deepest regret that the Pontiac City Council mourns the passing of Charles Harold Moody, a giving and loyal member of this community; and,
WHEREAS, Charles Harold Moody was born on March 4, 1946 in Mobile, Alabama to the late George Moody and Minnie-Bell Allen Moody; and,
WHEREAS, Charles Harold Moody in his early years was reared in the Mobile, Alabama school system where he attended Josephine Allen Elementary School and Central High School, later attended Bishop State Community College in 1966 and earned a Bachelor's Degree in Education in 1968 from Alabama State University; and,
WHEREAS, Charles Harold Moody, a recipient of the prestigious Kellogg Foundation Scholarship and destined for success, moved to Michigan where he was awarded a Master's in Education Administration from Oakland University in Rochester Hills, Michigan in 1980; and,
WHEREAS, Charles Harold Moody had a unwavering passion for the sciences and mechanics which propelled him to become a Certified Driver Education Instructor at Wayne State University in 1987; and,
WHEREAS, Charles Harold Moody continued to excel in academics and in 1992, graduated from Michigan State University with a unique, honor and designation, a Master's + 30 in School Administration which symbolized the attainment of 30 hours of university credit beyond the first Master's Degree; and,
WHEREAS, Charles Harold Moody embarked on an extraordinary 40 year career as an educator in Pontiac, Michigan which started with his joining the Pontiac School District in 1968 where he taught at Bethune Elementary School and ended with his retirement as a Principal from Whitmer Human Resources Center in 2008; and,
WHEREAS, Charles Harold Moody was a phenomenal educator and trail blazer who had the privilege of serving as a Title 1 Administrator, a District Science Consultant, a Regional Coordinator for the Hands on

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Science Outreach, a trainer of kindergarten and elementary school teachers who assisted in developing and advancing a science curriculum for K-6 schools and a trainer of students, who provided skills necessary to compete and place in area STEM competitions; and,

WHEREAS, Charles Harold Moody was married to the love of his life, Juanita Boykins Moody for 41 years and to this union the couple had three children, Marlon Arlando Moody, Lorna Tiffani Moody and Anlando McMillian, Sr.; and,

WHEREAS, Charles Harold Moody accepted Christ as his personal savior and joined Welcome Missionary Baptist Church under the leadership of Pastor Douglas Paul Jones, was an avid reader, was actively involved in Urban Investors, Inc., the Toussaint Masonic Lodge and the Detroit Chapter of the Alabama State University National Alumni Association.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council and members of this great community will greatly miss Charles Harold Moody, as his life was a portrait of service, a legacy that will long endure the passage of time and will remain as a comforting memory to all those whose lives he touched; we give our sincerest condolences to the family and friends of Charles Harold Moody.

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

No: None

Resolution Passed.

Suspend the Rules

20-363 **Motion to Suspend the Rules to vote.** Moved by Councilperson Taylor-Burks and second by Councilperson Shramski.

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

No: None

Motion Carried.

Resolution

Department of Public Works (DPW)

20-364 **Resolution to confirm the City's support and participation in a grant from the Community Foundation for Southeast Michigan for Ralph C. Wilson Jr. Trails Maintenance Fund for funding improvements related to the Clinton River Trail: Safety & Maintenance Improvements project and that the City also agrees to provide the total local match of \$10,000.00 reflected in the grant application.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

WHEREAS, the City of Pontiac owns approximately 1.75 miles of abandoned rail corridor that was constructed as a rails-to-trails project circa 2004, and;

WHEREAS, Friends of the Clinton River Trail (FCRT) is a citizen group committed to enhancing the safety and enjoyment of the Clinton River Trail for all users, and;

WHEREAS, FCRT, working together with the City of Pontiac DPW staff, has identified a grant opportunity that would allow the City to make necessary improvements to the trailway that will improve surface conditions, make necessary trail/road crossing upgrades and encourage non-motorized modes of transportation and healthy lifestyles, and;

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WHEREAS, the Community Foundation for Southeast Michigan includes the City of Pontiac and the Clinton River Trail in its service area and is administering the Ralph C. Wilson Jr. Trails Maintenance Fund grant exclusively for the maintenance of already developed trails and greenways, and;

WHEREAS, the draft 2020-2024 Pontiac Parks & Recreation Master Plan makes the following recommendations for the Clinton River Trail (page 106): improve trail surface to meet current AASHTO standards, pave approaches at road/trail crossings, install ADA detectable warnings and crosswalk pavement markings, install Bike/Pedestrian warning signs along roadways to alert motorists, inspect two bridges over the Clinton River and make necessary improvements to decking and railings, at Orchard Lake Rd #5, realign crossing and install a pedestrian hybrid beacon, and;

WHEREAS, a number of public input sessions have been held related to the draft 2020-2024 Pontiac Parks & Recreation Master Plan and the 2017 Complete Streets Plan; and the citizen input received at those sessions called for improvement and enhancements of the trail and its current conditions, and;

WHEREAS, this project will enhance the trail by re-developing the original trail segment from Pontiac Drive to Bagley Street with a firm and stable surface in order to provide recreational opportunities, upgrade a segment of the cross state Great Lake-to-Lake Trail-Route 1, improve access to the neighborhoods, local businesses, parks and downtown connections in close proximity to the trail, and;

WHEREAS, FCRT, in consultation with the City's DPW staff, is working with a local engineering firm on the design engineering phase of the project and has submitted a grant application for \$600,000 to fund desired and proposed improvements, and;

WHEREAS, if the grant is successful, construction is planned to begin in 2021 and the City of Pontiac's Purchasing Department agrees to handle the project bidding process, and;

WHEREAS, if the grant is successful, the Community Foundation of Greater Rochester will act as the fiduciary and disburse grant funds directly related to the Clinton River Trail: Safety & Maintenance Improvement project expenses;

THEREFORE BE IT RESOLVED, that the Pontiac City Council does hereby confirm their support and participation in a grant from the Community Foundation For Southeast Michigan for Ralph C. Wilson Jr. Trails Maintenance Fund for funding improvements related to the Clinton River Trail: Safety & Maintenance Improvements project;

AND BE IT FURTHER RESOLVED, that the Pontiac City Council also agrees to provide the total local match of \$10,000 reflected in the grant application.

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

No: None

Resolution Passed.

Economic Development

Items 6 Tax Exemption Ordinance for Carriage Place Apartments (First Reading).

Item 7 Municipal Service Agreement for Carriage Circle Apartments was discussed.

July 28, 2020 Study

Finance Department

Item 9 was discussed. The City Attorney is to prepare separate ordinances for Police & Fire and General Retirees to receive \$400 Supplemental Payment for Health

Communication from the Mayor

Item 13 Update: Code Enforcement and Blight Court Project

Patrick Brzozowski Code Enforcement Manager gave the Code Enforcement Report.

Interim City Clerk Doyle asked for a point of privilege and to remind residents that Tuesday August 4th is Primary Election Day.

Adjournment

Council President Kermit Williams adjourned the meeting at 8:25 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

#2

PRESENTATION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Matthew Gibb, Special Counsel for Economic Development
Jane Bias-DiSessa, Deputy Mayor

DATE: July 30, 2020

RE: UPDATE ON MEDICAL MARIJUANA APPLICATION PROCESS

The administration remains actively involved in assuring that the Medical Marijuana Applications, submitted by 108 provisioning centers and growers, are properly processed, reviewed and administered. The City has now been in receipt of these applications for more than five months, and the process of review by planning, building and other departments has not yet been submitted for the start of this process.

To assist the Interim Clerk in commencing and completing the review and scoring of applications the following actions were taken by the administration:

- The budget for processing and oversight of the applications was reviewed and approved for submission to Council. Including the use of outside professional experts as requested by the Interim Clerk.
- The use of internal city departments for scoring and review had been agreed upon.
- The economic impact of delays had been itemized and presented both to the Public and the Interim Clerk.
- All contracts for the Interim Clerk's retention of two attorneys, a finance professional and a planning firm were approved and authorized by this office.
- All requested supplies are purchased and provided.
- All additional staffing demands by the Clerk have been fulfilled, including an elections clerk.

In addition, legal counsel and City staff have reviewed and executed other documents requested by the Clerk in the months of June and July, including the following:

- Confidentiality Agreements
- Conflict of Interest Forms.
- Review Standards Documents (Examples of These documents are attached)

The Clerk had previously represented that application review would commence on May 1, 2020. The process is now **90 days** beyond the stated date to commence this work.

The administration has been told that the clerk now possesses all he requires to commence and that reviews will start on August 5, 2020

The economic impact for the delay is devastating and continuing.

\$261 million in development city wide is at stake.
\$8.4 million in potential annual tax revenue is being lost.
210 real jobs remain sidelined

There exists a massive property stalemate while applicants and property owners await the review and decisions. There are 103 provisioning center applications sitting idle which creates a massive legal exposure for the City, and particularly the Clerk's office, to potential damages caused by the delays. The real estate market simply cannot continue to hold vacant property awaiting these decisions, and as options start to withdraw, applicants are being damaged.

EXHIBIT A



CITY OF PONTIAC

MEDICAL MARIHUANA PERMIT REVIEWER CONFLICT OF INTEREST POLICY

Purpose

The City of Pontiac (the "City") has approved an ordinance to allow medical marihuana facilities to operate in the City. After receipt of a completed application, the Pontiac City Clerk is responsible for forwarding the application to the Fire, Building and Safety, and Planning Departments/Divisions, and the Pontiac City Clerk may forward the application or certain parts thereof to any other relevant department/division of the City (including contractors of the City) to confirm compliance with certain requirements of the City of Pontiac Medical Marihuana Facilities Ordinance ("Ordinance").

The City provides this Conflict of Interest Policy to ensure that there is full disclosure in connection with approval/review of any medical marihuana facility permit application ("Medical Marihuana Application") or inspection of any proposed medical marihuana facility that may provide an economic or other personal benefit to an employee, agent or contractor, or to any person or entity with whom they are related or have a financial interest. This will help to ensure that decisions are based entirely on merit. This policy is intended to supplement but not replace any applicable City, state or federal laws relating to conflicts of interest.

Definitions

1. Interested Person. An "Interested Person" is an individual who is in a position to review, inspect and/or approve components of an applicant's Medical Marihuana Application or proposed medical marihuana facility on behalf of the Fire, Building and Safety, or Planning Departments/Divisions or any other relevant department/division of the City (including contractors of the City) tasked with reviewing, inspecting and/or approving any components of Medical Marihuana Applications or proposed medical marihuana facilities.
2. Family Member. A "Family Member" includes: the spouse of, or a brother, sister, in-law, ancestor (including parents and grandparents), child, grandchild or great grandchild of an Interested Person, or the spouse of any child, grandchild, or great grandchild of an Interested Person.
3. Financial Interest. An Interested Person has a "Financial Interest" if:
 - (a) such Interested Person, or any Family Member or Related Entity of such Interested Person, is directly or indirectly involved in any transaction or exchange with an entity or individual that has submitted or plans to submit a Medical Marihuana Application to operate a medical marihuana facility in the City (other than retail purchases of medical marihuana at a provisioning center in compliance with applicable laws); or
 - (b) such Interested Person, or any Family Member or Related Entity of such Interested Person, has a compensation arrangement or a potential compensation arrangement of any form, direct or indirect, with any entity or individual that has submitted or plans to submit a Medical Marihuana Application to operate a medical marihuana facility in the City.

A handwritten signature in black ink, appearing to be "MKC", is located in the bottom right corner of the page.

4. Related Entity. A "Related Entity" means: any corporation, partnership, limited liability company, estate, trust or other entity or organization in which any Interested Person or any Family Member of such Interested Person, directly or indirectly, owns or controls or is negotiating to own or control (including through other entities or organizations) 1% or more of the voting power, 1% or more of the profits or economic interest or 1% or more of the ownership interest of such entity or organization.

Acceptance of Benefit

Employees, agents and contractors reviewing, inspecting and/or approving components of an applicant's Medical Marihuana Application or proposed medical marihuana facility (and their Family Members and Related Entities) shall not solicit, accept or retain any direct or indirect gift, gratuity, compensation, payment or other benefit (collectively, "Benefit") from any individual or entity operating or seeking to operate a medical marihuana facility in the City.

Procedures for Conflicts of Interest

1. Duty to Disclose. Each year, promptly after the release of the Medical Marihuana Application by the City Clerk and on each anniversary thereafter (and in any case prior to any review by such Interested Person of any Medical Marihuana Application), each Interested Person shall complete and submit to the City Clerk the Conflict of Interest Disclosure Statement/Affidavit For Medical Marihuana Facility Permit Applications attached hereto ("Conflict of Interest Disclosure Statement"). Even if an Interested Person has completed a Conflict of Interest Disclosure Statement, if the Interested Person receives a Medical Marihuana Application in which such Interested Person has a Financial Interest or other actual or potential conflict of interest, before such Interested Person may review the Medical Marihuana Application, such Interested Person shall disclose to the City Clerk the existence of such Financial Interest or conflict together with a statement of facts that describe and explain such Financial Interest or conflict.

2. Reappointment. Upon receipt of the Interested Persons' disclosure of Financial Interest or other actual or potential conflict (or any other discovery of the same), the City Clerk shall report such Financial Interest or conflict to the respective head of the department or division and another employee, agent or contractor shall be assigned to the particular Medical Marihuana Application.

3. Violations.

(a) If the City Clerk or head of the respective department or division has reasonable cause to believe that an Interested Person has failed to disclose any actual or potential conflict of interest (including without limitation any Financial Interest) or has directly or indirectly solicited, accepted or retained a Benefit from any individual or entity operating or seeking to operate a medical marihuana facility in the City, the City Clerk or such department/division head shall inform the Interested Person of the basis for such belief and afford him/her an opportunity to explain the alleged failure to disclose or explain the improper Benefit.

(b) If, after hearing the response of the Interested Person and making such further investigation as may be warranted under the circumstances, the City Clerk or respective department/division head determines that the Interested Person has in fact failed to disclose an actual or potential conflict of interest or directly or indirectly solicited, accepted or retained a Benefit, the City Clerk or respective department/division head shall take appropriate disciplinary and corrective action, and may forward the matter to the appropriate law enforcement agency to investigate.

Approved by City of Pontiac:

February 26, 2019

Date



CITY OF PONTIAC ("CITY")
 CONFLICT OF INTEREST DISCLOSURE STATEMENT/AFFIDAVIT
 FOR MEDICAL MARIHUANA FACILITY PERMIT APPLICATIONS

Name: Vern Gustafsson (Interested Person)

1. As an Interested Person, please list any Related Entity (as defined in the City's Conflict of Interest Policy) that has or plans to submit an application to the City to operate a medical marihuana facility.

Entity	Percentage Interest	Date From	(Yrs) To	Person Involved (relationship)
N/A				

2. As an Interested Person, please list any organization or entity (profit or nonprofit) that you or a Family Member (as defined in the City's Conflict of Interest Policy) or Related Entity currently (or plan to) serve as an employee, contractor, agent, manager, director, officer or similar position or receive or are entitled to any form of compensation, that has or plans to submit an application to the City to operate a medical marihuana facility.

Organization/Business	Position/Involvement	Person Involved (Relationship)
N/A		

Vern Gustafsson

3. As an Interested Person, please list any other organization, entity, involvement, relationship, conditions or circumstances that place or may place you in a conflict or potential conflict regarding the review, inspection or approval of any medical marihuana facility permit application for the City, including without limitation any Financial Interest (as defined in the City's Conflict of Interest Policy).

Organization or Circumstance	Conflict or Potential Conflict
N/A	

4. Neither myself nor any of my Family Members or Related Entities have solicited, accepted or retained any direct or indirect gift, gratuity, compensation, payment or other benefit from any individual or entity operating or seeking to operate a medical marihuana facility in the City.

Under penalties of perjury, I declare that: (i) I have completed this Disclosure Statement/Affidavit and that to the best of my knowledge and belief it is true, correct and complete; and (ii) I will update this Disclosure Statement/Affidavit within one (1) business day after any relevant circumstances change by notifying the City Clerk of such change.

Signature: _____

Date: July 27, 2020

STATE OF _____)
)SS
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____.

_____, Notary Public
 _____ County, Michigan
 My commission expires: _____



**ACKNOWLEDGEMENT REGARDING CONFIDENTIALITY
AND NON-DISCLOSURE OF INFORMATION OBTAINED DURING
MEDICAL MARIHUANA PERMIT APPLICATION SCORING PROCESS**

I, Vern Gustafsson, by signing below, hereby acknowledge the following:

1. That the City of Pontiac (the "City") has approved an ordinance to allow medical marihuana provisioning centers to operate in the City.
2. That I am in a position to review and score one or more components of an applicant's medical marihuana facility permit application or proposed medical marihuana facility for a provisioning center on behalf of relevant departments/divisions of the City (including contractors of the City) tasked with reviewing and scoring medical marihuana applications or proposed medical marihuana facilities for provisioning centers.
3. That any and all information contained in an applicant's medical marihuana facility permit application for a provisioning center or obtained or reviewed in relation to the same by the City and/or any of its departments, divisions, officers, agents, employees, or contractors during, and directly related to, the review and scoring of that application or proposed facility is considered confidential ("Confidential Information").
4. That I will have access to such Confidential Information as part of the process of reviewing and scoring one or more components of an applicant's medical marihuana facility permit application or proposed medical marihuana facility for a provisioning center.

By signing below, the undersigned hereby agrees as follows:

- A. That I will not share or disclose Confidential Information with any person or entity who is not in a position to review and score the applicable permit application for such provisioning center applicant;
- B. That I will take reasonable measures to maintain and preserve the confidential nature of the Confidential Information; and
- C. That I will return all Confidential Information and related materials to the City Clerk at the conclusion of the review and scoring process and will not retain a copy of any Confidential Information.
- D. Information that is available to the general public is not Confidential Information, and also I shall not be prevented from communicating general information as to the process or status of application that is under my review in the regular course of my employment.

SIGNATURE: _____

TITLE: Vern Gustafsson DATE: July 22, 2020

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by

_____, Notary Public
County, Michigan
My commission expires: _____

PLANNING DIVISION

Scoring Criteria

5 Point Category

- Satisfactory: All application requirements have been submitted and correct
- Very Deficient: One application requirement has not been provided or incorrect

10 Point Category

- Satisfactory: All application requirements have been submitted and correct
- Somewhat Deficient: One application requirement has not been provided or incorrect
- Very Deficient: Two or more application requirements have not been provided or incorrect

20 Point Category

- Satisfactory: All application requirements have been submitted and correct
- Somewhat Deficient: One application requirement has not been not provided or incorrect
- Very Deficient: Two or more application requirements have not been provided or incorrect

Review Questionnaire

Pursuant to Sections 8(c)(18), (19), (20), (21), (27), (30), 9(b)(2), and 9(f)(2) of Ordinance 2357B

The following documents and its requirements/regulations will be used to evaluate each Medical Marihuana Application:

- Medical Marihuana Zoning Ordinance #2363
- Medical Marihuana Ordinance #2753(B)
- Pontiac Zoning Ordinance 2012
- Pontiac Master Plan 2014
- Zoning Enabling Act – Act 110 of 2006
- Michigan Planning Enabling Act – Act 33 of 2008

Review of Cultivation Plans in a Grower Application, will be referred to Building & Safety for assistance.

Floor Plan

- What criteria will you utilize, and which documents will you review when determining whether applicant's floor plan for the facility is satisfactory?
- What criteria will you utilize, and which documents will you review is somewhat deficient?
- What criteria will you utilize, and which documents will you review when determining whether applicant's floor plan for the facility is very deficient?

Scaled Diagram Illustrating the Property

- What criteria will you utilize, and which documents will you review when determining whether applicant's scale drawing depicting the property and the proposed marihuana facility to be operated, including all available parking spaces and specifying which parking spaces are handicap accessible, is satisfactory?
- What criteria will you utilize, and which documents will you review when determining whether applicant's scale drawing depicting the property and the proposed marihuana facility to be operated, including all available parking spaces and specifying which parking spaces are handicap accessible, is somewhat deficient?
- What criteria will you utilize, and which documents will you review when determining whether applicant's scale drawing depicting the property and the proposed marihuana facility to be operated, including all available parking spaces and specifying which parking spaces are handicap accessible, is very deficient?

Depiction of any Proposed Text or Graphic Materials

- What criteria will you utilize, and which documents will you review, including size and nature of external graphics (signboard, electronic, etc.) and number of external graphics or signs, when determining whether the proposed types of text or graphic materials are satisfactory?
- What criteria will you utilize, and which documents will you review, including size and nature of external graphics (signboard, electronic, etc.) and number of external graphics or signs, when determining whether the proposed types of text or graphic materials are somewhat deficient?
- What criteria will you utilize, and which documents will you review, including size and nature of external graphics (signboard, electronic, etc.) and number of external graphics or signs, when determining whether the proposed types of text or graphic materials are very deficient?

Location Map

- What criteria will you utilize, and which documents will you review when determining whether the proposed location area map is satisfactory?
- What criteria will you utilize, and which documents will you review when determining whether the proposed location area map is somewhat deficient?
- What criteria will you utilize, and which documents will you review when determining whether the proposed location area map is very deficient?

Cultivation Plan-GROWERS ONLY

- What criteria will you utilize, and which documents will you review when determining whether applicant's proposed grow operation's cultivation plan is satisfactory?
- What criteria will you utilize, and which documents will you review when determining whether applicant's proposed grow operation's cultivation plan is somewhat deficient?
- What criteria will you utilize, and which documents will you review when determining whether applicant's proposed grow operation's cultivation plan is very deficient?

Compliance with Zoning Ordinance)

- What criteria will you utilize, and which documents will you review when determining whether an applicant's proposed location is in compliance with the zoning ordinance?

Resident Safety

- What criteria will you utilize, and which documents will you review to determine whether the proposed facility's plan to protect resident safety, and the applicant's plan for mitigating safety risks, is satisfactory?
- What criteria will you utilize, and which documents will you review to determine whether the proposed facility's plan to protect resident safety, and the applicant's plan for mitigating safety risks, is somewhat deficient?
- What criteria will you utilize, and which documents will you review to determine whether the proposed facility's plan to protect resident safety, and the applicant's plan for mitigating safety risks, is very deficient?

Consistency with Neighborhood Land Use

- What criteria will you utilize, and which documents will you review to determine whether the proposed facility is consistent with neighborhood land use and the character of the neighborhood, including traffic flow and minimization of neighborhood disruptions, is satisfactory?
 - What criteria will you utilize, and which documents will you review to determine whether the proposed facility is consistent with neighborhood land use and the character of the neighborhood, including traffic flow and minimization of neighborhood disruptions, is somewhat deficient?
 - What criteria will you utilize, and which documents will you review to determine whether the proposed facility is consistent with neighborhood land use and the character of the neighborhood, including traffic flow and minimization of neighborhood disruptions, is very deficient?
-
- What criteria will you utilize, and which documents will you review to determine whether the applicant's Plan to ensure product and materials are kept away from minors is satisfactory?
 - What criteria will you utilize, and which documents will you review to determine whether the applicant's Plan to ensure product and materials are kept away from minors is somewhat deficient?
 - What criteria will you utilize, and which documents will you review to determine whether the applicant's Plan to ensure product and materials are kept away from minors is very deficient?
-
- What criteria will you utilize, and which documents will you review to determine whether applicant's plan for available parking near the facility is satisfactory?
 - What criteria will you utilize, and which documents will you review to determine whether applicant's plan for available parking near the facility is somewhat deficient?
 - What criteria will you utilize, and which documents will you review to determine whether applicant's plan for available parking near the facility is very deficient?

Community Impact/ Outreach and Minimization of Traffic, Noise, and Odors

- What criteria will you utilize, and which documents will you review when determining whether applicant's plan for community outreach initiatives is satisfactory?
 - What criteria will you utilize, and which documents will you review when determining whether applicant's plan for community outreach initiatives is somewhat deficient?
 - What criteria will you utilize, and which documents will you review when determining whether applicant's plan for community outreach initiatives is very deficient?
-
- What criteria will you utilize, and which documents will you review when determining whether applicant's plan for physical improvements to the building, capital investment in building and time for completion, is satisfactory?
 - What criteria will you utilize, and which documents will you review when determining whether applicant's plan for physical improvements to the building, capital investment in building and time for completion, is somewhat deficient?
 - What criteria will you utilize, and which documents will you review when determining whether applicant's plan for physical improvements to the building, capital investment in building and time for completion, is very deficient?
-
- What criteria will you utilize, and which documents will you review when determining whether applicant's plan for impact on traffic and ensuring uninterrupted street access is satisfactory?
 - What criteria will you utilize, and which documents will you review when determining whether applicant's plan for impact on traffic and ensuring uninterrupted street access is somewhat deficient?
 - What criteria will you utilize, and which documents will you review when determining whether applicant's plan for impact on traffic and ensuring uninterrupted street access is very deficient?
-
- What criteria will you utilize, and which documents will you review when determining whether applicant's plan for mitigating noise level, controlling the facility area and eliminating loitering is satisfactory?
 - What criteria will you utilize, and which documents will you review when determining whether applicant's plan for mitigating noise level, controlling the facility area and eliminating loitering is somewhat deficient?
 - What criteria will you utilize, and which documents will you review when determining whether applicant's plan for mitigating noise level, controlling the facility area and eliminating loitering is very deficient?

- What criteria will you utilize, and which documents will you review when determining whether applicant's plan for mitigating mitigation of odor effects is satisfactory?
- What criteria will you utilize, and which documents will you review when determining whether applicant's plan for mitigating mitigation of odor effects is somewhat deficient?
- What criteria will you utilize, and which documents will you review when determining whether applicant's plan for mitigating mitigation of odor effects is very deficient?

Physical Improvements

- What criteria will you utilize, and which documents will you review when determining whether applicant's plan for physical improvements is in compliance with requirements?

#4

ORDINANCE

PAYMENT IN LIEU OF TAXES AND MUNICIPAL SERVICES AGREEMENT

This PAYMENT IN LIEU OF TAXES AND MUNICIPAL SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020 between the PONTIAC HOUSING COMMISSION, a public housing agency, whose address is 132 Franklin Boulevard, Pontiac, Michigan 48341 ("OWNER"), and the CITY OF PONTIAC, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342 (hereinafter referred to as the "CITY" and the OWNER and CITY may be collectively referred to as the "Parties").

RECITALS:

- A. OWNER intends to renovate and preserve a 234 unit multifamily housing project for low income persons, known as *Carriage Circle Apartments* to be financed in part, on or before June 30, 2021 by Low Income Housing Tax Credits ("LIHTC"), administered by the Michigan State Housing Development Authority ("MSHDA") on land legally described on the attached Exhibit "A" (the "PROJECT").
- B. The CITY has adopted a Payment in Lieu of Taxes Ordinance, effective _____, 2020, that exempts the PROJECT from property taxes in lieu of a service charge, commonly referred to as Payment in Lieu of Taxes ("PILOT"), a copy of which Ordinance is on the attached Exhibit "B."
- C. In consideration of the PILOT and this Agreement, OWNER has agreed to certain conditions and obligations and further agreed to pay to the CITY an annual municipal services fee to defray the CITY's costs of providing certain municipal services (as hereafter defined).
- D. The OWNER desires to assure that certain municipal services will be provided to the PROJECT during the term that the PILOT Ordinance for this PROJECT is in place, such municipal services to exclude normal water, sewer, and other utility charges as well as special assessment charges (which must be paid separately and at duly established rates) and similar charges and to include only:
 1. Emergency services, including police and ambulance (at normal published rates) and fire service specifically administered through the CITY;
 2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the PROJECT;
 3. Said municipal services shall be provided in the customary way, in a competent and workmanlike manner, and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Oakland, and City of Pontiac or other applicable jurisdictions or bodies (all of the above are collectively referred to as "Municipal Services").
- E. The CITY and OWNER wish to set forth the understandings with respect to OWNER'S conditions and obligations, as well as, the imposition and payment of a municipal services fee to defray the cost of the CITY providing Municipal Services to the PROJECT.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt of which is acknowledged by the parties, it is agreed as follows:

1. **Incorporation.** The above Recitals are incorporated by reference as an integral part of this Agreement.
2. **Municipal Services.** The CITY shall provide the Municipal Services to the PROJECT consistent with services then provided to similar multiple family residential housing developments within the CITY. The nature, extent and delivery of such services shall be in the final, sole and absolute discretion of the CITY. This Agreement shall not be construed to impose any additional obligations upon the CITY to provide such services than otherwise required by law
 - a. OWNER'S payment for Municipal Services provided by the CITY shall be computed as follows: the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) will be paid concurrently with the first annual PILOT payment for the *Carriage Circle Apartments*. Each year thereafter, and for the duration the PILOT Program remains in existence for the Project, the annual payment from the OWNER to the CITY for the Municipal Services provided hereunder shall be increased annually (but not decreased) per the published annual increase Consumer Price Index for all products Midwest region.
 - b. If OWNER does not pay the CITY for the Municipal Charges by September 1st of the year in which it was due, such service charge shall be considered in arrears and the CITY is entitled to all rights and means to collect the arrearage, subject to the PILOT Ordinance, this Agreement, and applicable law.
3. **OWNER Conditions and Obligations.** As express conditions precedent to this Agreement, and as ongoing obligations, the OWNER agrees to the following during the term of this Agreement:
 - a. *Contracted Trades.* For all construction activity on the site, during construction and as part of the Project's perpetual maintenance, OWNER shall use its best efforts to contract, hire and utilize contractors and sub-contractors having their principal place of business in Pontiac or individual trade laborers residing in the City.
 - b. *Workforce Development.* OWNER shall use its best efforts to hire Pontiac residents for work and positions within the operations of the Project, both during construction and after.

For conditions 3(a) and 3(b), OWNER shall submit a report annually showing the sources of job postings, the number of Pontiac residents interviewed, and at least one local job services center or resource used to assist in screening for hire Pontiac residents. The report shall also include the total number of employees at the Project, and the total number of Pontiac residents employed.

- c. *Security Plan.* OWNER shall continue to provide staffed security and shall provide the City with the name and address of the Security Company and the

name and direct contact information (phone and email) of the Security Company's primary Manager. This information shall be updated at all times and notice of any changes provided to the City within thirty (30) days of any change.

d. *Management and Maintenance.* Day to Day management and maintenance of the Project is of significant importance and condition to the ongoing authority of this Agreement and the exemption granted herein. As such;

(i) The OWNER shall provide the City and the Building Official with the name and address of the Management Company and the name and direct contact information (phone and email) of the Management Company's primary Manager. This information shall be updated at all times and notice of any changes provided to the City within thirty (30) days of any change.

(ii) The City may inspect the Project periodically for ordinance, code or other lawful purposes. The OWNER shall promptly repair or correct any noticed violations as directed by the City's Building Official. In the event the Project receives three or more noticed violations for the same issue, this Agreement and the exemptions granted herein shall be subject to review as set forth in Sections 4 and 5 below.

(iii) The OWNER shall provide an annual report to the City setting forth, at a minimum:

1. Vacancy data and rate of retention and re-leasing;
2. Security incidents, including number of law enforcement call/reports;
3. Any improvements greater than \$10,000 to the Project, whether by permit or otherwise, that occur from and after the date of the Certificate of Occupancy or when all unit has been offered for lease, whichever is sooner.
4. A report showing that all security plans, equipment, and measures are in working order and that Management has been trained on the security plan, such report being a summary report of all quarterly reports.
5. If any violations of the housing code occur between report/reviews, the report may be required sooner at the discretion of the CITY.

4. **Notice of Non-Compliance.** If either Party determines there is noncompliance with this Agreement, said Party must provide the other Party written notice of such noncompliance, which shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so the other Party may address the issues raised in the notice of noncompliance or failure on a point-by-point basis.

5. **Response to Notice of Noncompliance.** Within thirty (30) days of receipt of the notice of noncompliance, the Party receiving such notice shall respond in writing to the issue raised in the notice of noncompliance on a point-by-point basis. If the noticing Party agrees with and accepts the other Party's response, no further action shall be required. If the noticing Party does not agree with the response, then it shall provide to the other Party written notice of the commencement of the Meet and Confer/Mediation Process within thirty (30) days of the receipt of the response.
6. **Meet and Confer/Mediation Process.** Within thirty days (30) days of receipt of a meet and confer notice, the Parties shall initiate a Meet and Confer/Mediation Process pursuant to which the Parties shall meet and confer in good faith in order to determine a resolution acceptable to both Parties of the bases upon which either Party has determined that the other Party has not demonstrated good faith substantial compliance with the material terms of this Agreement.
7. **Hearing Before City Council to Determine Compliance.** If after the Meet and Confer/Mediation Process, there still remain outstanding noncompliance issues, the City Council shall conduct a noticed public hearing pursuant to determine the good faith substantial compliance by OWNER with the material terms of this Agreement. At least ten (10) days prior to such hearing, the Building Official shall provide to the City Council, OWNER, and to all other interested Persons requesting the same, copies of the City Council agenda report, agenda related materials and other information regarding OWNER's good faith substantial compliance with the material terms of this Agreement and the conclusions supporting a finding of non-compliance. The results and recommendations of the Meet and Confer/Mediation Process shall be presented to the City Council for review and consideration. At such hearing, OWNER and any other interested Person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the staff report on, or with respect or germane to, the issue of OWNER's good faith substantial compliance with the material terms of this Agreement.

If, after receipt of any written or oral response of OWNER, and/or results and recommendations from the Meet and Confer/Mediation Process that may have occurred, and after considering all of the evidence at such public hearing, or a further public hearing, the City Council finds and determines, on the basis of substantial evidence, that OWNER has not substantially complied in good faith with the material terms of this Agreement, the City Council shall specify to OWNER the respects in which OWNER has failed to comply, and shall also specify a reasonable time for OWNER to meet the terms of compliance that shall reasonably reflect the time necessary to adequately bring OWNER's performance into good faith substantial compliance with the material terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council hereunder, and the time for performance is not extended, the City Council may by subsequent noticed hearing terminate or modify this Agreement.
8. **Remedies.** Upon the occurrence of an Event of Default, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to (a) bring

any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (b) bring any action at law or in equity as may be permitted by Laws or this Agreement. Notwithstanding the foregoing, however, neither Party shall ever be liable to the other Party for any consequential or punitive damages on account of the occurrence of an Event of Default (including claims for lost profits, loss of opportunity, lost revenues, or similar consequential damage claims), and the Parties hereby waive and relinquish any claims for punitive damages on account of an Event of Default, which waiver and relinquishment the Parties acknowledge has been made after full and complete disclosure and advice regarding the consequences of such waiver and relinquishment by counsel to each Party.

In the event the City requires court action to enforce the above terms, the prevailing party shall be entitled recovery of all costs and fees incurred, at the discretion of the Court.

9. **Successors and Assigns; Recording.** This Agreement will be binding upon, and shall be assigned to, the successors and assigns of the OWNER and its related party affiliates; provided, that such successor or assign is an eligible counterparty to this Agreement and the obligations created hereunder will run with the Property and the Project. If OWNER sells, transfers, leases or assigns the Property all or substantially all its interest in the Project, then this Agreement will, thereafter, be assigned to and shall be binding on the purchaser, transferee or assignee; provided, that such party is an eligible counterparty to this Agreement.

10. **Notices.** All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via nationally recognized overnight courier delivery service. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To OWNER:

To the City:

Office of the Mayor
47450 Woodward
Pontiac, MI 48342

Delivery of the Payment In Lieu of Taxes to the City:

City of Pontiac
Attn: Finance Division
47450 Woodward
Pontiac, MI 48342

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. **Complete Agreement.** This Agreement sets forth the complete agreement of the Parties regarding the provision of Municipal Services from the CITY to the OWNER for the PROJECT. All prior understandings or agreements between the Parties, either written or oral, are merged into and replaced by this Agreement.

- a. The Parties warrant and represent that each understands that the Agreement is a legally binding contract; that each has read and understood this Agreement; that each intends to be bound by each provision of this Agreement; and that each has the authority to execute this Agreement.
- b. This Agreement only applies to the PROJECT and to OWNER and its approved successors and assigns.
- c. This Agreement, which has been negotiated by and between the Parties, shall be deemed drafted by each of the Parties and shall not be construed against any single party.
- d. This Agreement may not be varied or modified in any manner, except in a subsequent writing executed by an authorized representative of both parties.
- e. No breach of any provision of this Agreement can be waived unless in writing. The waiver of a breach of any provision of this Agreement shall not be deemed a waiver of the breach of any other provision.
- f. If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, and may be independently enforced to the fullest extent permitted by law.
- g. In the event of any breach of any provision of this Agreement resulting in litigation, the prevailing party shall be entitled to be reimbursed by the non-prevailing party for all of its actual attorney fees and costs incurred in such litigation, in addition to all other remedies available under this Agreement or at law.
- h. The Parties agree that this Agreement shall be governed by the laws of the State of Michigan, without reference to Michigan's conflict of law principles.
- i. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement. All signatures required under this Agreement need not appear in the same document. This Agreement may be executed by facsimile or .pdf signature, with original signatures to be thereafter delivered.

SIGNATURES ON THE FOLLOWING PAGE

This Agreement is executed as of the day and year first written above.

OWNER:

PONTIAC HOUSING COMMISSION, a public housing agency

By: _____
Name: _____
Its: _____

CITY:

CITY OF PONTIAC

By: _____
Name: _____
Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROJECT

Real estate situated in the City of Pontiac, Oakland County, Michigan described as follows:

Part of Lot 3 of ASSESSOR'S PLAT No 141 according to the plat thereof recorded in Liber 54A of Plats, Pages 99 and 99A of Oakland County Records, described as follows: Commencing at the Northeast corner of said Lot 3; thence South 87 degrees 47 minutes 10 seconds West 628.43 feet along the North line of said Lot 3; thence South 2 degrees 12 minutes 26 seconds East 230.00 feet to the point of beginning; thence South 2 degrees 12 minutes 26 seconds East 420.00 feet; thence North 87 degrees 47 minutes 10 seconds East 622.90 feet; thence North 1 degree 43 minutes 10 seconds West 270.01 feet along East line of Lot 3; thence South 87 degrees 47 minutes 10 seconds West 185.20 feet; thence North 2 degrees 12 minutes 26 seconds West 150.00 feet; thence South 87 degrees 47 minutes 10 seconds West 440.00 feet to the point of beginning.

Commonly known as: 255 Carriage Circle Drive
Tax Parcel No. 14-34-127-002

EXHIBIT "B"
PILOT ORDINANCE
(ATTACHED)

#5

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council

FROM: Linnette Phillips, Director, Economic Development

THROUGH: Jane Bais DiSessa, Deputy Mayor

DATE: July 23, 2020

CC: Mayor Waterman; Irwin Williams, Interim Finance Director; and Anthony Chubb, City Attorney.

RE: **RESOLUTION TO AUTHORIZE MAYOR TO EXECUTE MUNICIPAL SERVICE AGREEMENT FOR CARRIAGE CIRCLE APARTMENTS (Parcel Number: 14-34-127-002).**

The City of Pontiac acknowledges that the Sponsor: Carriage Place Limited Dividend Housing Association Limited Partnership, has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to own and operate a 234 unit housing program identified as **Carriage Circle** on property located at 225 Carriage Circle Drive in the City (tax parcel number: 14-34-127-002) to serve low income persons and families. The sponsor has offered to pay the City, on account of this housing project, an annual charge for public services in lieu of all ad valorem property taxes. The projected income is at 6% for all units for \$88,183 annually.

In addition to providing renovations to bring the property up to code, the pilot project provides affordable subsidized housing for low income residents; the renovated units can potentially impact the City's current vacancy rate is 5% with additional housing and reduce homelessness. For your review and consideration, the Municipal Service Agreement is attached.

As such, the resolution below is submitted for your consideration:

Whereas, the Pontiac Housing Commission is investing nearly \$40,000,000 in a renovation of the Carriage Circle Apartment complex; and

Whereas, the City has agreed to a Payment In Lieu of Taxes agreement for Carriage Circle Apartments; and

Whereas, the City incurs substantial costs related to municipal services including but not limited to emergency services; and

Whereas, the Parties have agreed to a municipal services agreement in the amount of \$10,000 per year to defray those services;

Now Therefore be it Resolved, that the City Council approves the Municipal Services Agreement and authorizes its execution by the Mayor.

Attachment:

Municipal Service Agreement

LEP

Carriage Place Financing

Total Development Cost \$ **37,372,410**

Sources of Financing

MSHDA Permanent Mortgage \$ 10,609,490

LIHTC Equity \$ 12,686,759

MSHDA HOME \$ 1,437,003

Oakland County HOME \$ 1,500,000

Income from Operations \$ 741,999

Pontiac Housing Commission - Capital Funding \$ 500,000

Pontiac Housing Commission - Transfer of Reserves \$ 750,000

Seller Note \$ 8,400,000

Deferred Developer Fee \$ 747,159

Total Sources of Financing \$ **37,372,410**

Market Review – 09-20-2019

Carriage Circle Place

Pontiac, MI

Report Date: September 2019

Chief Market Analyst: David Allen, Ph.D.

Reviewer: Tom Rico

The Carriage Circle Place project in Pontiac, Michigan, consists of renovating a three-wing multi-family apartment complex to enhance affordable housing availability for the local community.

The complex has two wings with residential units, which will undergo extensive renovation. The residential units will be stripped of finishes, and in some cases combined with other units, and refurnished with new appliances and finishes. There will be extensive HVAC and plumbing upgrades. All light and plumbing fixtures will be replaced with energy efficient fixtures; energy efficient windows will be installed. Unit amenities include dishwasher, garbage disposal, central air, mini-blinds, walk-in closet, patio/balcony, and in-unit washer/dryer. There will be 2 parking spaces per unit.

A third single-story wing encompassing common areas such as a game room, computer room, lobby, bathrooms, community room and administrative offices, some of which have recently received renovations. This wing will undergo minor additional renovations. The elevators will be replaced, and the fire alarm system will be upgraded. A fire suppression system will be added to the residential wings to bring the building up to code.

The exterior of the building will receive a new roof and shingles. Windows, doors, and storefront systems, not recently replaced, will receive new energy efficient systems and hardware. The building will be fitted with new cameras and access control for tenant safety.

The complex will be upgraded with new pavement for parking, security fence, play structure for children, and additional seating and activity space. Brush and some small trees and bushes will be removed from the water's edge to allow for better views of the lake. A new canopy will welcome tenants and visitors to the buildings entrance.

The table below sets out the project profile:

Proposed Unit Matrix						
# of Units	Unit Type	% of AMI	Net Rent \$/Mo.	Utility Allowance	Gross Rents	Size (SF)
2	0 BR/1 BA	60%	\$625	\$0	\$625	370
118	1 BR/1 BA	60%	\$757	\$0	\$757	760
35	2 BR/1 BA	60%	\$979	\$0	\$979	900
155	Total					

General Findings:

The Carriage Circle Place is an existing occupied project reporting weak current and historical occupancy with all units operating with a project-based subsidy. The market study, completed by Market Analyst Professionals (MAP), describes the weak occupancy as a likely function of the high concentration of units offered at very small unit sizes. This rehabilitation project calls for a reduction in total units from 234 to 155, with the conversion of 139 studio units to an additional 32 one-bedroom and 28 two-bedroom units, leaving only 2 studio units at the small size. This change, coupled with the extensive rehabilitation and improvements, should allow the project to maintain a high occupancy consistent with other subsidized projects in this area and throughout metro Detroit.

Household growth in the Primary Market Area (PMA) was negative between 2000 and 2010 but is forecasted to increase through 2024. Strong demand is evident for comparable rental housing offering similarly positioned units. Moderate household growth, as well as ongoing demolition and obsolescence of existing rental housing in the area will fuel demand for the subject in the long term. Long term growth forecasts for the economy are difficult but continued stability is anticipated. It is anticipated the subject will offer an attractive construction design and amenities and will be competitively positioned with similar projects in terms of unit appeal and rent positioning. As a result, the rehabilitation of the complex will more adequately serve the PMA's population.

The site is in an area attractive to its targeted tenants, including proximity to health care providers, public transportation, the nearby downtown, commercial and retail establishments, and other amenities. While there are no obvious negatives associated with the specific project site, the Pontiac area generally does not enjoy the appeal or perceptions as some surrounding areas. Still, the existing tenancy and positive post-rehabilitation qualities of complex supports expectations of success for the proposed project.

Based on the research conducted and data analysis provided, we concur with MAP's assessment and have no recommendations for improvement or modifications to the proposed project.

Market Rents:

Estimated rents were estimated based on competitive positioning of the project in the area. Rents are adjusted based on appeal, including location, amenities, unit size/design, utilities, and other factors.

Estimated Rents					
# of Units	Unit Type	% of AMI	Net Rent \$/Mo.	Estimated Market Rent	Market Advantage
2	0 BR/1 BA	60%	\$625	\$785	20%
118	1 BR/1 BA	60%	\$757	\$841	10%
35	2 BR/1 BA	60%	\$979	\$970	-1%
155	Total				

Demand Estimates:

The report's demand estimates included income ranges based on an affordability ratio of 40 percent of income and maximum LIHTC rents. Based on MSHDA methodology, annual demand is measured by movership from existing households as well as new additions to renter households between the current year and time of market entry. Demand estimates were presented for each income target (unduplicated demand estimates) as well as total project demand.

Based on the estimates, the proposal's capture rates are within acceptable thresholds. MAP included all comparable pipeline units within the area in demand calculations as well assuming complete reabsorption of the subject. Penetration rates for the subject are within acceptable levels at all income targets, as well. The saturation rate for the subject is also within acceptable thresholds.

Calculated Ratio Summary		
	Calculated (based on max. LIHTC rent)	MSHDA Acceptable Rates
Penetration Rate	3.0%	3.0%
Capture Rate	30.8%	50.0%
Saturation Rate	4.9%	10.0%

Absorption:

MAP estimates an absorption period of 10-13 months for the project to reach 93% stabilized occupancy if it were to vacate existing tenants and operate under LIHTC guidelines. Considering the 60 units which will likely enter the market operating with a project-based subsidy, MAP estimates absorption of 4 months.

Marketing Recommendation:

Marketing recommends the project proceed as proposed.

I. Development Types

New Construction	<i>Newly developed property, building from the ground up.</i>
Adaptive Reuse	<i>Changing development from existing non-residential use to housing.</i>
Acquisition/Rehabilitation	<i>Acquiring and developing market-rate housing to affordable.</i>
Preservation - LIHTC	<i>Preservation of a Low Income Housing Tax Credit development that does not receive a federal subsidy (i.e. Section 8, Section 236, Section 202, or RD).</i>
Preservation - Subsidized	<i>Preservation of a property receiving a federal subsidy (i.e. Section 8, Section 236, Section 202, or RD).</i>

II. Financing Types

Taxable	<i>Developments that have received a 9% LIHTC award from MSHDA can only apply for "Taxable" financing from MSHDA.</i>
Tax-Exempt	<i>Developments that are applying for a 4% LIHTC must receive "Tax-Exempt" financing from MSHDA.</i>
Support Housing	<i>Developments that only apply for "Support Housing" assistance from MSHDA.</i>
Conventional	<i>Typically developments that only apply for Federal funding from MSHDA and have permanent financing from a "Conventional" source.</i>

III. Financing Steps

[See Parameters](#) *click here*

IV. Acronyms

MSHDA	<i>Michigan State Housing Development Authority</i>
QAP	Qualified Allocation Plan <i>click here</i>
AM	<i>Asset Management</i>
C.N.A.	<i>Capital Needs Assessment</i>
TDC	<i>Total Development Cost</i>
DDF	<i>Deferred Developer Fee</i>
IRP	<i>Interest Reduction Payment</i>
HAP	<i>Housing Assistance Payment</i>
RAP	<i>Rental Assistance Payment</i>
ACC	<i>Annual Contributions Contract</i>
AMI	<i>Area Median Income</i>

General Preheating Instructions

Model: 1000

Page 1 of 2

1. Preheat the oven to 350°F (175°C) for 15 minutes before using.

2. Do not use the oven for broiling or grilling.

3. Always use proper oven safety techniques.

4. For more information, see the user manual.

5. Contact customer support if you have any questions.

City of Pontiac
 PILOT Calculation
 255 Carriage Circle

Development Carriage Place
 Financing Tax Exempt
 MSHDA No. 3803
 Step Commitment
 Date 06/17/2020
 Type Preservation - Subsidized

Mortgage Assumptions:
 Debt Coverage Ratio 1.15
 Mortgage Interest Rate 4.250%
 Pay Rate 4.250%
 Mortgage Term 40 years
 Income from Operations Yes

Instructions

234 Total Tenant Units
 234 TC Units
 0 Manager Unit(s)

Total Development Income Potential

	Per Unit	Total
Annual Rental Income	8,209	1,920,960
Annual Non-Rental Income	15	3,600
Total Project Revenue	8,225	1,924,560

Total Development Expenses

Vacancy Loss	5.00% of annual rent potential	410	96,048
Management Fee	534 per unit per year	534	124,956
Administration		984	230,209
Project-paid Fuel		333	78,000
Common Electricity		513	120,000
Water and Sewer		672	157,200
Operating and Maintenance		1,101	257,591
Real Estate Taxes		0	
Payment in Lieu of Taxes (PILOT)	6.00% Applied to: All Units	377	88,183
Insurance		171	40,000
Replacement Reserve	350 per unit per year	350	81,900
Other: HOME payment		192	45,000
Other:		0	

Initial Inflation Factor	Beginning in Year	Future Inflation Factor
1.0%	6	2.0%
1.0%	6	2.0%
Future Vacancy		
	6	5.0%
3.0%	1	3.0%
3.0%	1	3.0%
3.0%	6	3.0%
4.0%	6	3.0%
5.0%	6	5.0%
3.0%	1	3.0%
5.0%	1	5.0%
3.0%	1	3.0%
3.0%	1	3.0%
0.0%	1	0.0%
3.0%	1	3.0%

	% of Revenue		
Total Expenses	68.54%	5,637	1,319,087
Base Net Operating Income		2,587	605,473
Part A Mortgage Payment	27.36%	2,250	526,499
Part A Mortgage		43,240	10,118,273
Non MSHDA Financing Mortgage Payment		0	
Non MSHDA Financing Type:		0	
Base Project Cash Flow (excludes ODR)	4.10%	337	78,975

Override



Development Information:
Development XYZ Apartments
Financing Tax Exempt
MSHDA No. 0123
Step Threshold
Date 09/09/9999
Type Acquisition/Rehab

Mortgage Assumptions:
Debt Coverage Ratio 1.25 See parameters for DCR requirement.
Mortgage Interest Rate 6.250% See website for financing rates.
Pay Rate 6.250%
Mortgage Term 35 years
Income from Operations No

Direct-Lending Parameters

Total Development Income Potential

Annual Rental Income
Annual Non-Rental Income
Total Project Revenue

Total Development Expenses

		Per Unit	Total	Initial Inflation Factor	Beginning in Year	Future Inflation Factor
Management Fee	8.00% of annual rent potential	#VALUE!	#VALUE!	1.0%	1	2.0%
Administration	515 per unit per year	515	120,510	1.0%	1	2.0%
Project-paid Fuel	0	0	0	3.0%	1	3.0%
Common Electricity	0	0	0	6.0%	6	3.0%
Water and Sewer	0	0	0	6.0%	6	3.0%
Operating and Maintenance	0	0	0	3.0%	1	3.0%
Real Estate Taxes	0	0	0	5.0%	1	5.0%
Payment in Lieu of Taxes (PILOT)	Applied to: All Units	#REF!	#REF!	3.0%	1	3.0%
Insurance	0	0	0	3.0%	1	3.0%
Replacement Reserve	300 per unit per year	350	81,900	3.0%	1	3.0%
Other:	0	0	0	3.0%	1	3.0%
Other:	0	0	0	3.0%	1	3.0%
Other:	0	0	0	3.0%	1	3.0%
Other:	0	0	0	3.0%	1	3.0%
Other:	0	0	0	3.0%	1	3.0%
Other:	0	0	0	3.0%	1	3.0%

Select Yes for occupied preservation projects in which the mortgage cutoff date will occur after construction completion.

See "Direct-Lending" parameters for current allowable rate. AM provides allowable per unit management fee.

Use this to limit the PILOT to just Tax Credit units.

See "Direct-Lending" parameters for current allowable rate.

	% of Revenue		
Total Expenses	#VALUE!	#VALUE!	#VALUE!
Base Net Operating Income (excludes Excess Section 8 and IRP Income)		#REF!	#REF!
Part A Mortgage Payment	27.36%	2,250	526,499
Part A Mortgage		31,938	7,473,481
Non MSHDA Financing Mortgage Payment		0	0
Non MSHDA Financing Type:		0	0
Base Project Cash Flow (excludes ODR and Part B)	#REF!	#REF!	#REF!

Override

Call can be used to override the calculated mortgage payment.

County Name	0-BR	1-BR	2-BR	3-BR	4-BR
Alcona County	147074	168600	206698	265229	291137
Alger County	147074	168600	206698	265229	291137
Allegan County	147074	168600	206698	265229	291137
Aipena County	147074	168600	206698	265229	291137
Antrim County	147074	168600	206698	265229	291137
Arenac County	147074	168600	206698	265229	291137
Baraga County	147074	168600	206698	265229	291137
Barry County	147074	168600	206698	265229	291137
Bay County	147074	168600	206698	265229	291137
Benzie County	147074	168600	206698	265229	291137
Bemidj County	147074	168600	206698	265229	291137
Branch County	147074	168600	206698	265229	291137
Calhoun County	147074	168600	206698	265229	291137
Cass County	147074	168600	206698	265229	291137
Charlevoix County	147074	168600	206698	265229	291137
Cheboygan County	147074	168600	206698	265229	291137
Chippewa County	147074	168600	206698	265229	291137
Clare County	147074	168600	206698	265229	291137
Clinton County	147074	168600	206698	265229	291137
Crawford County	147074	168600	206698	265229	291137
Delta County	147074	168600	206698	265229	291137
Dickinson County	147074	168600	206698	265229	291137
Eaton County	147074	168600	206698	265229	291137
Emmet County	147074	168600	206698	265229	291137
Genesee County	147074	168600	206698	265229	291137
Gladwin County	147074	168600	206698	265229	291137
Gogebic County	147074	168600	206698	265229	291137
Grand Traverse County	147074	168600	206698	265229	291137
Griatiot County	147074	168600	206698	265229	291137
Hillsdale County	147074	168600	206698	265229	291137
Houghton County	147074	168600	206698	265229	291137
Huron County	147074	168600	206698	265229	291137
Ingham County	147074	168600	206698	265229	291137
Ionia County	147074	168600	206698	265229	291137
Iosco County	147074	168600	206698	265229	291137
Iron County	147074	168600	206698	265229	291137
Isabella County	147074	168600	206698	265229	291137
Jackson County	147074	168600	206698	265229	291137
Kalamazoo County	147074	168600	206698	265229	291137
Kalkaska County	147074	168600	206698	265229	291137
Kent County	147074	168600	206698	265229	291137
Keweenaw County	147074	168600	206698	265229	291137
Lake County	147074	168600	206698	265229	291137
Lapeer County	147074	168600	206698	265229	291137
Leelanau County	147074	168600	206698	265229	291137
Lenawee County	147074	168600	206698	265229	291137
Livingston County	147074	168600	206698	265229	291137

Luce County	147074	168600	206698	265229	291137
Mackinac County	147074	168600	206698	265229	291137
Macomb County	147074	168600	206698	265229	291137
Manistee County	147074	168600	206698	265229	291137
Marquette County	147074	168600	206698	265229	291137
Mason County	147074	168600	206698	265229	291137
Mecosta County	147074	168600	206698	265229	291137
Menominee County	147074	168600	206698	265229	291137
Midland County	147074	168600	206698	265229	291137
Missaukee County	147074	168600	206698	265229	291137
Monroe County	147074	168600	206698	265229	291137
Montcalm County	147074	168600	206698	265229	291137
Montmorency County	147074	168600	206698	265229	291137
Muskegon County	147074	168600	206698	265229	291137
Newaygo County	147074	168600	206698	265229	291137
Oakland County	147074	168600	206698	265229	291137
Oceana County	147074	168600	206698	265229	291137
Ogemaw County	147074	168600	206698	265229	291137
Ontonagon County	147074	168600	206698	265229	291137
Osceola County	147074	168600	206698	265229	291137
Oscoda County	147074	168600	206698	265229	291137
Otsego County	147074	168600	206698	265229	291137
Ottawa County	147074	168600	206698	265229	291137
Presque Isle County	147074	168600	206698	265229	291137
Roscommon County	147074	168600	206698	265229	291137
Saginaw County	147074	168600	206698	265229	291137
St. Clair County	147074	168600	206698	265229	291137
St. Joseph County	147074	168600	206698	265229	291137
Sanilac County	147074	168600	206698	265229	291137
Schoolcraft County	147074	168600	206698	265229	291137
Shiawassee County	147074	168600	206698	265229	291137
Tuscola County	147074	168600	206698	265229	291137
Van Buren County	147074	168600	206698	265229	291137
Washtenaw County	147074	168600	206698	265229	291137
Wayne County	147074	168600	206698	265229	291137
Wexford County	147074	168600	206698	265229	291137

Oakland County
 Number of Bedrooms
 HOME limit

0 1 2 3 4
 147074 168600 206698 265229 291137

HOME Unit Mix:	No. of Units	Unit Type	Bedroom	Bath	Sq Ft	Gross Sq Ft	HOME Cost/ Unit	Max HOME Subsidy Limit	Prorated Method HOME units	Cost of HOME Units	Override (Standard Method)
A	141	Apartment	0	1	350	49,350	103,439	147074	12	1,241,268	12
B	86	Apartment	1	1	750	64,500	221,655	168600	8	1,517,400	9
C	7	Apartment	2	1	1,000	7,000	295,540	206698	1	206,698	1
D	0	0	0	0	0	0	0	147074	0	-	
E	0	0	0	0	0	0	0	147074	0	-	
F	0	0	0	0	0	0	0	147074	0	-	
G	0	0	0	0	0	0	0	147074	0	-	
H	0	0	0	0	0	0	0	147074	0	-	
I	0	0	0	0	0	0	0	147074	0	-	
J	0	0	0	0	0	0	0	147074	0	-	
									21	2,965,366	22

12 Zero Bedroom, 1 Bath, 350 Sq Ft Apartment
 9 One Bedroom, 1 Bath, 750 Sq Ft Apartment
 1 Two Bedroom, 1 Bath, 1000 Sq Ft Apartment

Cost of Unit Specific Upgrades	Total of HOME Loans	Eligible HOME costs	Cost/Sq Ft	HOME Share
	2,937,003	#####	296	8.22%

ZHOME Unit Mix:	No. of Units	Unit Type	Bedroom	Bath	Sq Ft	Gross Sq Ft	HOME Cost/ Unit	Max HOME Subsidy Limit	Prorated Method HOME units	Cost of HOME Units	Override (Standard Method)
A	141	Apartment	0	1	350	49,350	103,439	147074	12	1,241,268	
B	86	Apartment	1	1	750	64,500	221,655	168600	8	1,348,800	
C	7	Apartment	2	1	1,000	7,000	295,540	206698	1	206,698	
D	0	0	0	0	0	0	0	147074	0	-	
E	0	0	0	0	0	0	0	147074	0	-	
F	0	0	0	0	0	0	0	147074	0	-	
G	0	0	0	0	0	0	0	147074	0	-	
H	0	0	0	0	0	0	0	147074	0	-	
I	0	0	0	0	0	0	0	147074	0	-	
J	0	0	0	0	0	0	0	147074	0	-	
									21	2,796,766	0

12 0 Bedroom, 1 Bath, 350 Sq Ft Apartment
 8 1 Bedroom, 1 Bath, 750 Sq Ft Apartment
 1 2 Bedroom, 1 Bath, 1000 Sq Ft Apartment

Cost of Unit Specific Upgrades	Total of HOME Loans	Eligible HOME costs	Cost/Sq Ft	HOME Share
-	2,937,128	35716369	296	8.22%

Instructions

TOTAL DEVELOPMENT COSTS

	Per Unit	Total	% in Basis	Included in Tax Credit Basis	Included in Historic TIC Basis
Acquisition					
Land	1,709	400,000	0%	0	0
Existing Buildings	34,188	8,000,000	100%	8,000,000	0
Other:	0	0	0%	0	0
Subtotal	35,897	8,400,000			
Construction/Rehabilitation					
Off Site Improvements	0	0	100%	0	0
On-site Improvements	3,058	715,507	100%	715,507	0
Landscaping and Irrigation	0	0	100%	0	0
Structures	54,504	15,117,229	100%	15,117,229	15,117,229
Community Building and/or Maintenance Facility	0	0	100%	0	0
Construction not in Tax Credit basis (i.e. Carports and Commercial Space)	0	0	0%	0	0
General Requirements % of Contract	6.00% Within Range	4,060	100%	949,964	949,964
Builder Overhead % of Contract	2.00% Within Range	1,434	100%	335,654	335,654
Builder Profit % of Contract	6.00% Within Range	4,389	100%	1,027,101	1,027,101
Permits, Bond Premium, Tap Fees, Cost Cert.	2,112	494,262	100%	494,262	494,262
Other:	0	0	100%	0	0
Subtotal	79,657	16,639,717			

1.5% of acquisition and \$15,000/unit best met

	Per Unit	Total	% in Basis	Included in Tax Credit Basis	Included in Historic TIC Basis
Professional Fees					
Design Architect Fees	3,186	745,588	100%	745,588	745,588
Supervisory Architect Fees	797	186,397	100%	186,397	186,397
Engineering/Survey	107	25,000	100%	25,000	25,000
Legal Fees	427	100,000	100%	100,000	100,000
Subtotal	4,517	1,056,986			

	Per Unit	Total	% in Basis	Included in Tax Credit Basis	Included in Historic TIC Basis
Interim Construction Costs					
Property & Casualty Insurance	299	70,000	100%	70,000	70,000
Construction Loan Interest	2,653	620,904	67%	413,936	413,936
Title Work	171	40,000	100%	40,000	40,000
Construction Taxes	267	62,567	100%	62,567	62,567
Other:	299	70,000	100%	70,000	70,000
Subtotal	3,686	863,465			

	Per Unit	Total	% in Basis	Included in Tax Credit Basis	Included in Historic TIC Basis
Permanent Financing					
Loan Commitment Fee to MSHDA	2%	1,788	0%	0	0
Other:	0	0	0%	0	0
Subtotal	1,788	418,327			

	Per Unit	Total	% in Basis	Included in Tax Credit Basis	Included in Historic TIC Basis
Other Costs (In Basis)					
Application Fee	9	2,000	100%	2,000	2,000
Market Study	28	6,500	100%	6,500	6,500
Environmental Studies	107	25,000	100%	25,000	25,000
Cost Certification	64	15,000	100%	15,000	15,000
Equipment and Furnishings	107	25,000	100%	25,000	25,000
Temporary Tenant Relocation	107	25,000	100%	25,000	25,000
Construction Contingency	7,754	1,814,546	100%	1,814,546	1,814,546
Appraisal and C.N.A.	85	20,000	100%	20,000	20,000
Other:	0	0	100%	0	0
Subtotal	8,261	1,933,046			

	Per Unit	Total	% in Basis	Included in Tax Credit Basis	Included in Historic TIC Basis
Other Costs (NOT In Basis)					
Start-up and Organization	256	60,000			
Tax Credit Fees (based on 2017 QAP)	83,077	Out of Range			
Compliance Monitoring Fee (based on 2017 QAP)	475	111,150			
Marketing Expense	21	5,000			
Syndication Legal Fees	214	50,800			
Rent Up Allowance	0	0			
Other:	0	0			
Subtotal	1,320	309,568			

Summary of Acquisition Price		As of	
Attributed to Land	400,000	1st Mortgage Balance	8,400,000
Attributed to Existing Structures	8,000,000	Subordinate Mortgage(s)	0
Other:	0	Subordinate Mortgage(s)	0
Fixed Price to Seller	8,400,000	Subordinate Mortgage(s)	0
		Premium/(Deficit) vs Existing Debt	8,400,000

Appraised Value		Value As of:	
"Encumbered As-Is" value as determined by appraisal:	0	Override	0
Plus 5% of Appraised Value:	0		
LESS Fixed Price to the Seller:	8,400,000		
Surplus/(Gap)	Out of Range		

	Per Unit	Total
Project Reserves		
Operating Assurance Reserve	4.0 months	Funded in Cash 2,629 815,195
Replacement Reserve		700 163,800
Operating Deficit Reserve		2,601 655,373
Rent Subsidy Reserve		0 0
Syndicator Held Reserve		0 0
Rent Lag Escrow		0 0
Tax and Insurance Escrows		0 0
Other: Rent increase escrow		0 0
Other:		0 0
Subtotal	6,130	1,434,366
Miscellaneous		
Deposit to Development Operating Account (1MGRP) Required		584 160,080
Other (Not in Basis):		0 0
Other (In Basis):		0 0
Other (In Basis):		0 0
Subtotal	684	160,080

Total Acquisition Costs	35,897	8,400,000
Total Construction Hard Costs	79,657	16,639,717
Total Non-Construction ("Soft") Costs	26,392	6,175,830

Developer Overhead and Fee		Maximum	
7.5% of Acquisition/Project Reserves	18,140	4,244,754	4,244,754
15% of All Other Development Costs	5%	160,087	37,460,391

TOTAL DEVELOPMENT SOURCES		% of TOC	
MSHDA Permanent Mortgage	27.01%	43,240	10,116,273
Conventional/Other Mortgage	0.00%	0	0
Equity Contribution from Tax Credit Syndication	33.87%	54,229	12,689,589
MSHDA NSP Funds	0.00%	0	0
MSHDA HOME or Housing Trust Funds	3.84%	6,141	1,437,003
Mortgage Resource Funds	0.00%	0	0
Other MSHDA:	0.00%	0	0
Local HOME	4.00%	6,410	1,500,000
Income from Operations	1.96%	3,177	743,455
Other Equity	1.33%	2,137	500,000
Transferred Reserves:	2.90%	3,205	750,000
Other:	0.00%	0	0
Other: Self note	22.42%	35,897	8,400,000
Deferred Developer Fee	1.99%	3,193	747,159
Total Permanent Sources			36,865,479

Sources Equal Uses?		Gap	
Surplus/(Gap)	(574,822)		

MSHDA Construction Loan	82.00%	83,246	19,479,357
Construction Loan Rate	4.250%		
Repaid from equity prior to final closing			9,361,084

Eligible Basis for LIHTC/TCAP		Value of LIHTC/TCAP	
Acquisition	8,420,000	Acquisition	256,914
Construction	33,944,288	Construction	1,076,034
Acquisition Credit %	3.17%	Total Yr. Credit	1,342,948
Rehab/New Const Credit %	3.17%	Equity Price	\$0.9450
Qualified Percentage	100.00%	Equity Effective Price	\$0.9450
QCT/DDA Basis Boost	130%	Equity Contribution	12,689,589
Historic?	No		

Initial Owner's Equity Calculation	
Equity Contribution from Tax Credit Syndication	12,689,589
Brownfield Equity	
Historic Tax Credit Equity	
General Partner Capital Contributions	
Other Equity Sources	
New Owner's Equity	12,689,589

	Included in Tax Credit Basis	Included in Historic TIC Basis	QAR Funded	
			Yr 1	4 Month QAR
Operating Assurance Reserve	0	0	615,195	615,195
Replacement Reserve	0	0		
Operating Deficit Reserve	0	0		
Rent Subsidy Reserve	0	0		
Syndicator Held Reserve	0	0		
Rent Lag Escrow	0	0		
Tax and Insurance Escrows	0	0		
Other: Rent increase escrow	0	0		
Other:	0	0		
Subtotal	0	0	615,195	615,195

Total Acquisition Costs	35,897	8,400,000
Total Construction Hard Costs	79,657	16,639,717
Total Non-Construction ("Soft") Costs	26,392	6,175,830

LIHTC Basis	Historic Basis	221(d)(3) Limit	Aggregate Basis
34,530,990	25,750,483	27,310,229	34,930,990
Non-elevator			

# of Units	Gap to Hard Debt Ratio	Home Subsidy Limit	HOME Unit Mix
0.00	14.20%	2,995,366	12 Zero Bedroom, 1 Bath, 350 Sq Ft
22.00			9 One Bedroom, 1 Bath, 750 Sq Ft A
			1 Two Bedroom, 1 Bath, 1000 Sq Ft.

Deferred Dev Fee	
17.60%	

Existing Reserve Analysis		
OCE Interest	Current Owner's Reserves:	0
Insurance:	Reserves Transferred in to Project	750,000
Taxes:	Tax/In Escrows transferred to project	0
Rep. Reserve	750,000	
OCE Principal:		
Other:		

Development Carriage Place
Financing Tax Exempt
MSHDA No. 3803
Step Commitment
Date 06/17/2020
Type Preservation - Subsidized

Amenities Check List

- _____ Ceiling Fan
- _____ Coat Closet
- _____ Dishwasher
- _____ Exterior Storage
- _____ Frost Free Refrigerator
- _____ Garbage Disposal
- _____ Individual Entry
- _____ Microwave
- _____ Mini-blinds
- _____ Patio/balcany
- _____ Self-cleaning oven
- _____ Walk-in closet
- _____ Basketball Court
- _____ Playground
- _____ Clubhouse
- _____ Community room
- _____ Computer / Business Center
- _____ Elevator
- _____ Exercise room
- _____ On-site management
- _____ Picnic area
- _____ Other: _____
- _____ Laundry Type: _____
- _____ Air Conditioning: _____
- _____ Security: Lighting
- _____ Security: Intercom
- _____ Security: Other _____
- _____ Carport Fee (\$): _____ # of spaces: _____
- _____ Attached Garage Fee (\$): _____ # of spaces: _____
- _____ Detached Garage Fee (\$): _____ # of spaces: _____

Congregate Facilities

- _____ 24-hour on-site management
- _____ Activities
- _____ Emergency Pullcord
- _____ Healthcare services
- _____ Housekeeping
- _____ Activities director
- _____ Library
- _____ Movie theatre
- _____ Transportation services

Development Carriage Place

Financing Tax Exempt

MSHDA No. 3003

Step Commitment

Date 08/17/2020

Type I/Reservation - Subletted

Replacement Reserve Analysis

Cost Inflation 103%
RR Period 20

Min. Deposit	163,800
15 Year	0
20 Year	113,512

Required Initial Deposit 163,800
Per Unit 700

Year	Starting Balance	RR Needs	Contribution	Net Annual Change	Interest	Ending Balance
1	163,800	97,923	81,900	(16,023)	1,014	152,691
2	152,691	2,836	84,357	81,521	4,681	238,793
3	238,793	2,921	86,888	83,967	7,164	329,923
4	329,923	3,008	89,494	86,486	9,698	426,307
5	426,307	13,091	92,178	79,088	12,789	518,185
6	518,185	161,300	94,945	(76,355)	15,546	477,370
7	477,370	76,035	97,792	21,758	14,321	513,449
8	513,449	50,465	100,727	50,262	15,403	679,114
9	679,114	62,146	103,748	51,602	17,373	848,090
10	848,090	85,072	106,861	20,789	19,443	888,321
11	888,321	219,123	110,067	(109,056)	20,650	699,915
12	699,915	127,857	113,369	(14,488)	17,997	603,424
13	603,424	122,739	116,770	(5,969)	13,103	615,557
14	615,557	98,930	120,273	21,343	15,457	655,367
15	655,367	144,130	123,881	(20,259)	19,661	654,779
16	654,779	698,393	127,598	(601,293)	19,643	103,627
17	103,627	182,434	131,425	(21,807)	3,109	55,727
18	55,727	122,620	135,366	12,746	1,672	70,147
19	70,147	158,168	138,429	(19,789)	2,104	53,512
20	53,512	107,005	143,612	36,707	1,605	90,828

Year End Balance	0	0	0	0	0	0	0	0	0	0	0	0
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Other Subordinate MSHDA Financing

Interest Rate on Subordinate Financing	1%	Initial Balance										
Principal Amount of all MSHDA Soft Funds		1,437,003	1,437,003	1,411,886	1,395,992	1,389,966	1,389,966	1,389,966	1,389,966	1,389,966	1,389,966	1,389,966
Current Yr Int		14,370	14,370	14,119	13,960	13,900	13,900	13,900	13,900	13,900	13,900	13,900
Accrued Int		0	0	0	0	0	0	0	0	0	0	0
Subtotal		% of Cash Flow	1,451,373	1,426,004	1,409,952	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866
Annual Payment Due		50%	39,487	30,013	19,985	9,382	0	0	0	0	0	0
Year End Balance			1,411,886	1,395,992	1,389,966	1,394,484	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866

Cash Flow Analysis for SLR

Adjusted Cash Flow (After Subordinate Financing)	(99,487)	(90,013)	(19,985)	(9,382)	(3,639)	(6,084)	(13,199)	(19,022)	(25,589)	(32,941)
Adjusted Cash Flow As % of Operating Expense	-3.19%	-2.36%	-1.53%	-0.70%	-0.26%	-0.57%	-0.90%	-1.25%	-1.64%	-2.05%
Debt Coverage Ratio (on all debt)	1.15	1.11	1.08	1.04	0.99	0.98	0.97	0.96	0.95	0.94
Average Adjusted Cash Flow As % Op Exp	-3.11%	Within Range								
Average Debt Coverage Ratio (on all debt)	0.92	Within Range								

Year End Balance	0	0	0	0	0	0	0	0	0	0	0
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Other Subordinate MSHDA Financing

Interest Rate on Subordinate Financing	1%	Initial Balance									
Principal Amount of all MSHDA Soft Funds		1,437,003	1,389,966	1,389,966	1,389,966	1,389,966	1,389,966	1,389,966	1,389,966	1,389,966	1,389,966
Current Yr Int			13,900	13,900	13,900	13,900	13,900	13,900	13,900	13,900	13,900
Accrued Int			0	0	0	0	0	0	0	0	0
Subtotal		% of Cash Flow	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866
Annual Payment Due		50%	0	0	0	0	0	0	0	0	0
Year End Balance			1,403,866	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866	1,403,866

Cash Flow Analysis for SLR

Adjusted Cash Flow (After Subordinate Financing)		(41,119)	(50,166)	(60,129)	(71,054)	(82,991)	(95,893)	(110,114)	(125,410)	(141,941)	(159,770)
Adjusted Cash Flow As % of Operating Expense		-2.48%	-2.93%	-3.41%	-3.91%	-4.43%	-4.97%	-5.53%	-6.10%	-6.70%	-7.31%
Debt Coverage Ratio (on all debt)		0.92	0.90	0.89	0.87	0.84	0.82	0.79	0.76	0.73	0.70
Average Adjusted Cash Flow As % Op Exp		-3.11%	Within Range								
Average Debt Coverage Ratio (on all debt)		0.92	Within Range								

#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Council President and City Council Members

FROM: Mayor Dierdre Waterman
Presented By: Mathew Gibb, Special Counsel and Jane Bais-DiSessa, Deputy Mayor

DATE: July 9, 2020

RE: **MAYORAL REPORT** and Resolution of City Council to Acknowledge and Adopt the Amended Timeline to complete the Phoenix Center Settlement Agreement Obligations

At the Council meeting of July 7, 2020 City Council called for a special meeting, to be held on July 13, 2020, wherein the Council would review the entire scope of work, and RFP packages for the Phoenix Center. As a result of this request, and based upon the report presented to Council at its meeting on July 7, 2020 outlining the status of bids meeting the Councils direction of partial release of work (at a funding limit of \$7 million), the timeline for commencement and completion of work must be amended.

As this is central to the issues and questions of Default, raised in the report of July 7, 2020, it is necessary for Council to acknowledge the amended timeline and the effects of further delays.

NOTE: THE AMENDED TIMELINE WILL BE COMPELTED FOLLOWING THE COUNCILS SPECIAL MEETING OF JULY 13, 2020, INCORPORATING THE DECISIONS OR NON-DECISIONS MADE AT THAT TIME.

The following resolution is recommended:

Whereas City Council signed the Settlement agreement for resolution of Phoenix Center Litigation

Whereas City Council understands it's obligations to act Financially prudently

Whereas the city has suffered through a period of economic downturn resulting in 3 emergency managers and wants to protect it's citizens from another such fiscal crisis

Where the city lost valuable assets due to failure to act in a timely manner;

Where the City Council has obligations to the city to find a solution for their responsibility to fiscally enable the terms of Settlement agreement and complete those obligations in a timely manner;

Now therefore, the Pontiac City Council acknowledges and adopts the timeline for completion of bidding, award and construction of all critical and necessary improvements to the Phoenix Center as presented at its meeting of July 14, 2020, and attached hereto.

#7

ORDINANCE



City of Pontiac, Michigan

Department of Finance

Mayor Deirdre Waterman

To: Honorable Mayor Waterman, City Council President Williams and City Council Members

From: Irwin Williams, CPA, Interim Finance Director, through Jane Bais-DiSessa, Deputy Mayor

Date: July 30, 2020

Cc: Anthony Chubb, City Attorney

Re: Agenda Request: Amendment to Emergency Ordinance 2346

Honorable Council President and City Council:

As you may recall, on August 27, 2019, the City Council approved Emergency Ordinance 2346, which extended the temporary increase in pension payments to GERS retirees until August 31, 2020.

Attached for your consideration is an emergency ordinance to extend the supplemental payment for GERS retirees from September 1, 2020 ending August 31, 2021, or when the CPREA health care litigation is resolved and health insurance will be provided to retiree class, whichever comes first,

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

Whereas, the temporary increase to certain members of the GERS pension system is set to expire on August 31, 2020; and,

Whereas, the City Council desires that this temporary increase continues for at least one more year; and,

Whereas, such ordinance, if approved, will take effect from September 1, 2020 and expire on August 31, 2021 or when the CPREA health care litigation is resolved and health insurance will be provided to retiree class, whichever comes first, and,

Whereas, the Pontiac City Council considers this an emergency.

Now therefore, an Ordinance to provide limited increase in pension systems members of the General Employee Retirement System (GERS) is hereby approved.

Ordinance No. 2346

An ordinance to provide for a limited increase in pension payments for certain members of the General Employee Retirement System.

Whereas, the temporary increase to certain members of the GERS pension system is set to expire on August 31, 2020; and,

Whereas, the City Council desires that this temporary increase continues for at least one more year; and,

Whereas, such ordinance if approved will take effect from September 1, 2020 and expire on August 31, 2021, or when the CPREA health care litigation is resolved and health insurance will be provided to retiree class, whichever comes first, and,

Whereas, the Pontiac City Council considers this an emergency.

The City of Pontiac ordains:

Section 1. Amendments.

The General Employee Retirement System ordinance shall be amended to read as follows: a. Section 17.6 shall be amended to add the following language: Temporary Pension Increase: "All persons who are receiving retirement benefits as of August 1, 2018 and who enter pay status through August 1, 2019, shall be entitled to receive an increase in their monthly allowance of four hundred dollars (\$400.00) per month beginning September 1, 2020 through August 31, 2021, or when the CPREA litigation is resolved and health insurance will be provided to the retiree class, whichever comes first."

Section 2. Severability.

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

Section 3. Repealer.

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

Section 4. Publication.

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

#8

ORDINANCE



City of Pontiac, Michigan

Department of Finance

Mayor Deirdre Waterman

To: Honorable Mayor Waterman, City Council President Williams and City Council Members

From: Irwin Williams, CPA Interim Finance Director, through Jane Bais-DiSessa, Deputy Mayor

Date: July 31, 2020

Cc: Anthony Chubb, City Attorney

Re: Agenda Request: Amendment to Emergency Ordinance 2369

Honorable Council President and City Council:

As you may recall, on September 10, 2019, the City Council approved Emergency Ordinance 2369, which extended the temporary increase in pension payments to Police and Fire (P&F) retirees until August 31, 2020.

Attached for your consideration is an emergency ordinance to restore the supplemental payment for P&F retirees from September 1, 2020 ending August 31, 2021, or when the CPREA health care litigation is resolved and health insurance will be provided to retiree class, whichever comes first.

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

Whereas, the temporary increase to certain members of the Police and Fire pension system expired on August 31, 2020; and,

Whereas, the City Council desires that this temporary increase continues for at least one more year; and,

Whereas, such ordinance, if approved, will take effect from September 1, 2020 and expire on August 31, 2021 or when the CPREA health care litigation is resolved and health insurance will be provided to retiree class, whichever comes first, and,

Whereas, the Pontiac City Council considers this an emergency of health and safety.

Now therefore, an Ordinance to provide limited increase in pension systems members of the Police and Fire pension system is hereby approved.

An Amendment to Ordinance No. 2369

An ordinance to provide for a limited increase in pension payments for certain members of the Police and Fire Retirement System (PFRS).

The City of Pontiac ordains:

Section 1. Amendments.

The Code of Ordinances shall be amended to read as follows:

- a. Section 92-122.2 shall be amended to add the following language:
Temporary Pension Increase:
"All persons who retired before August 22, 1996, and who are receiving retirement benefits as of September 1, 2019 and who enter pay status through August 1, 2020 shall be entitled to receive an increase in their monthly allowance of four hundred dollars (\$400.00) per month beginning September 1, 2020 through August 31, 2021. Should the City of Pontiac, as the result of litigation or settlement thereto, will provide retiree health insurance to the group or a compensation that is understood as an alternative healthcare benefit, the monthly allowance of \$400 per month ends."

Section 2. Severability.

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

Section 3. Repealer.

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

Section 4. Publication.

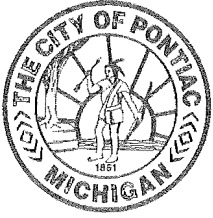
The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 5. Emergency Declaration and Effective Date.

This Ordinance is declared an emergency of health and safety to allow the pension recipients to collect the increase authorized in this Ordinance on the date identified in this Ordinance and shall be effective immediately upon adoption by the City Council.

#9

**COMMUNICATION
FROM THE
CITY CLERK**



OFFICE OF THE CITY CLERK
MEDICAL MARIHUANA DIVISION

47450 Woodward Avenue
Pontiac, Michigan 48342
Phone: (248) 758-3200
Fax: (248) 758-3160

MEMORANDUM

TO: Honorable City Council

FR: Garland S. Doyle, Interim City Clerk

DA: July 23, 2020

RE: Status of Outstanding Issues between the Office of the City Clerk and Mayor's Office regarding Medical Marihuana

1. Acknowledgement Regarding Confidentiality and Non-Disclosure of Information Obtained During Medical Marihuana Permit Application Scoring Process

The City Clerk has requested that all staff, contractors and professional experts involved in the Medical Marihuana Application Review Process sign a Confidentiality and Non-Disclosure Form. The form that was developed for the Office of the City Clerk is attached as Exhibit A.

Mayor Waterman requested that some changes be made to the form. The Mayor's revised form is attached as Exhibit B.

The City Clerk through his Legal Advisor Robert Huth, Esq. has informed the Mayor and her team that the revisions made to the form are unacceptable because the revisions allow for medical marihuana applicants confidential information to be disclosed to the public.

The City Clerk has offered an alternative form as a compromise. The Clerk's compromise form is attached as Exhibit C. This form protects medical marihuana applicants' confidential information from being shared with competitors but allows the Administration to adequately supervise their staff assigned to the review process.

It is important to note that none of the reviewers that are a part of the Mayor's administration have signed the compromise form.

2. Matt Gibb, Esq., Special Counsel for Economic Development Agreement

Since the City Council did not approve Mr. Gibb's agreement, the City Clerk has requested a copy of the agreement that Mr. Gibb has with the City. If Mr. Gibb does not

have an agreement with the City, than the agreement with Giarmarco, Mullins and Horton needs to be presented. If he is serving of Counsel to the firm.

It is important to note that the Clerk wants to be able to ensure that Mr. Gibb is operating in an official capacity with the City since he is playing a major role in the Medical Marihuana process.

3. Administration Reviewer Standards

The City Clerk has not received any of the Administration reviewer standards including Planning. Giffels Webster the Professional Expert-Planning Advisor to the City Clerk needs to review the standards to ensure that they are in compliance with the City of Pontiac Medical Marihuana Facilities Ordinance (Ordinance 2357 (B)) and professional planning standards. If the City Clerk does not receive the planning standards from the Administration Planning Division, then he will have Giffels Webster conduct the application planning review to ensure Ordinance 2357 (B) is followed.

These are the three outstanding issues as it relates to Medical Marihuana.

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by

_____.

_____, Notary Public
_____, County, Michigan
My commission expires: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by

_____.

_____, Notary Public

County, Michigan
My commission expires: _____

#10

**COMMUNICATION
FROM THE
MAYOR**

Garland Doyle

From: Anthony Chubb <achubb@gmhlaw.com>
Sent: Thursday, July 23, 2020 12:19 PM
To: Jane Bais-DiSessa; Mayor Deirdre Waterman
Subject: Bonadio Statement

WARNING: This email originated from **outside** of City of Pontiac. **DO NOT** click on any links or open any attachments unless you recognize the sender and are expecting the message.

At the previous City Council meeting, it was stated that the Executive Office has, by and through the City Attorney, rejected the forensic audit contract with Bonadio Group in an attempt to subvert a forensic audit. This is professionally and personally insulting to myself and the Mayor, and absolutely inaccurate.

I have been in active negotiation with the Bonadio Group for well over a week, and we have exchanged not less than six versions of the proposed agreement. Although many changes were agreed upon, their last and final proposed version requires the City to "indemnify and hold harmless Bonadio, its employees, partners and third party consultants and subcontractors from any and all direct and third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or relating to the service or deliverables under this letter, except to the extent finally determined to have resulted from the negligence, willful misconduct or fraudulent behavior of Bonadio & Co., LLP."

As a policy, the City generally requires contractors to indemnify it, rather than the inverse. However, some professional services require exceptions to that policy, and are done on a case-by-case basis. Regarding the Bonadio Group contract, my final change was that rather than "except to the extent finally determined", it stated "except to the extent they are alleged or determined". This is very reasonable, and limits our obligation to defend them when it is alleged that they acted negligently, engaged in misconduct, or even fraud. This is reasonable and properly protects the City, and is consistent with my obligations pursuant to Charter Section 4.202.

Importantly, this in no way prohibits a forensic audit. It simply requires that a responsible contractor perform that function.

Anthony Chubb

Giarmarco, Mullins & Horton, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
Phone: (248) 457-7054
Fax: (248) 404-6334
Email: achubb@gmhlaw.com
www.gmhlaw.com

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#11

**COMMUNICATION
FROM THE
MAYOR**



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Council President and City Council Members

FROM: Mayor Dierdre Waterman

DATE: July 16, 2020

RE: **MAYORAL REPORT – PONTIAC’S OUTDOOR DINING PROGRAM**

As restaurants in Pontiac continue to work towards re-opening, finding staff, and restoring their customer base, it is important to support those efforts by working within the limits of the various executive orders and finding ways to help those establishments by expanding their capacity and seating through using outdoor spaces.

In accord with my authority under our charter I have issued the attached Executive Order which implements a program where restaurants may obtain administrative approval of outdoor dining options to expand their capacity, meet customer's needs, and enhance their potential volume of customers.

The process includes the submission of basic site drawings outlining where the new seating is, how they will keep social distancing guidelines, and how the seating will comply with fire codes and other building standards. This program is available for all restaurants and eateries that are currently licensed and registered in the City of Pontiac.

#12

**COMMUNICATION
FROM THE
MAYOR**



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council

FROM: Linnette Phillips, Director, Economic Development

THROUGH: Jane Bais DiSessa, Deputy Mayor

DATE: July 23, 2020

CC: Mayor Waterman; Irwin Williams, Interim Finance Director; and Anthony Chubb, City Attorney.

RE: **2020 CENSUS UPDATE FOR CITY OF PONTIAC**

The City of Pontiac is actively working to increase our response rate, particularly in the hard to count communities. To date we have secured grant funding from both Community Foundation and Michigan Municipal League totaling \$110,000.

Working with US 2020 Census and our local partners, we receive bi-weekly response rates per each of Pontiac's 18 tracts and currently has a 59% response rate. In efforts to increase our response rate, previously laid off City of Pontiac employees and residents were hired to conduct community outreach activities. A Community Census Committee was formed and along with local organizations and organizations we've created several events to increase our rate.

Some upcoming events are:

- Census Rallies in all 7 City of Pontiac districts
 - Saturday, July 25th 10:00am – 12:00 pm at Woodland Heights Apartments
 - Saturday, July 25th 2:00pm – 4:00pm at Beaudette Park
- Food Distribution – Tuesday, July 28th 10:00am – 12:00 pm at Walton Park
- Friday Night Concerts in the Park – Every Friday in August 6:30pm- 8:30pm
 - August 7th – City Hall Parking Lot
 - August 14th – Aaron Perry Park

The City of Pontiac website, the City of Pontiac Face Book page and City of Pontiac 2020 Census Face Book pages are sources where the information is provided.



CENSUS 2020

"Everyone Counts"

Mayor Dennis Waterman



What is the Census?

Every 10 years, the federal government conducts a population count of everyone in the United States.

Why is the Census Important?

- Every year, the federal government allocates more than \$875 Billion in funding based on Census data.
- Every man, woman, and child of Pontiac not counted costs the City an estimated \$18,000 over 10 years.
- Census data is used to plan schools, new homes and businesses—and improve neighborhoods.



Who needs to respond to the Census and is my information secure?

The Census counts every household and person living in the U.S., this includes both citizens and non-citizens.

The U.S. Census Bureau must keep all information confidential.

- All Census information is private and protected by law in Title 13 of the U.S. Code.
- Data is collected for statistical purposes only and personal data is never disclosed.

How can I get help completing the Census or getting it in my language?



Good news! The Census is available in over 60 languages. Call 1-844-330-2020 for assistance in completing the form or to request language guides and language glossaries in 60 non-English languages.

Pontiac is counting on YOU to BE COUNTED!

Participate TODAY to Help Shape TOMORROW



Choose the way that you will be counted - online, by phone or by mail.

When will the Census begin?



Census Day was observed nationwide on April 1st and the census is already available now. Everyone is invited to participate by completing the census today!

For more info visit:

www.everyonecounts.gov

How does the Census count impact me?

- Federal Representation
- SNAP (Food Stamps)
- WIC
- Section 8 Housing
- Road Repair
- Special Education
- Free & Reduced Lunch
- And more...

Let's Count our Way
Over to Make Sure
EVERYONE COUNTS!



Community Foundation
of Pontiac
LightHouse

Mayor Waterman



EL CENSO 2020

"Todos cuentan"

Mayor Dámaris Rodríguez



¿Qué es el censo?

Cada 10 años, el gobierno federal cuenta toda la población estadounidense.

¿Por qué es importante el censo?

• Cada año, el gobierno federal asigna más de \$475 mil millones de fondos basados en los datos del censo.



• Cada familia, grupo y comunidad pueden que no se cuenta la cuenta la cantidad más \$10,000 durante 10 años.

• Necesitamos los datos del censo para planificar las escuelas, crear y mejorar nuevos y para mejorar los barrios.



¿Quién debe responder al censo? ¿Mi información es segura?

El censo cuenta a cada persona que vive en EE.UU. Esto incluye a todos los ciudadanos y los que no son ciudadanos.

El Departamento del Censo de EE.UU. dice que protegerá toda la información estadística.

- Toda la información del censo es privada y está protegida según la ley del Título 13 del Código de EE.UU.
- Se remitan los datos solamente para usos estadísticos, y nunca se divulgan información personal.

¿Cómo puedo obtener ayuda para rellenar el censo o hacer preguntas en mi idioma?

¡Buenas noticias! El censo está disponible en más de 60 idiomas. Llame a 1-844-345-3096 para conseguir asistencia para rellenar el formulario o para pedir guías de idioma y glosarios de idiomas en 60 idiomas que no son inglés.

¡Puedes contar con INTIMES y nosotros CONTAMOS!



Participa HOY

para ayudar a documentar

MAÑANA



Ella la manera en la que prefiere responder al cuestionario por Internet, por teléfono o por correo.

¿Cuándo comenzará el censo?



El censo del nuevo censo será el 1 de abril de 2020. El censo será disponible en español.

Todos están invitados a participar en hacer el censo hoy.

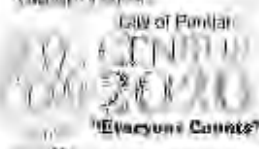
Para obtener más información, visite

www.census.gov/household

¿Cómo me afecta el censo del censo?

- Representación electoral
- SNAP (programas de comida)
- WIC (programa de nutrición infantil)
- El alojamiento en relación a
- Regulación de conferencias
- Educación superior
- Alumnos gratis y reducidos
- Y más...

¡Manténgase en contacto con nosotros para obtener más información sobre cómo CUENTAR.



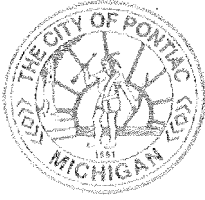
Community Foundation

of the South

Lighthouse

#13

**COMMUNICATION
FROM THE
MAYOR**



**EXECUTIVE OFFICE
CITY OF PONTIAC**

47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009

Mayor Deirdre Waterman

TO: HONORABLE COUNCIL PRESIDENT WILLIAMS AND CITY COUNCIL MEMBERS

FROM: MAYOR DEIRDRE WATERMAN

DATE: JULY 23, 2020

CC: JANE BAIS DISESSA, DEPUTY MAYOR; ANTHONY CHUBB, CITY ATTORNEY; DAN RINGO, DPW DIRECTOR; JOHN BALINT, CITY ENGINEER, HRC; AND IRWIN WILLIAMS, INTERIM FINANCE DIRECTOR.

SUBJECT: RESOLUTION TO SUPPORT LETTER OF APOLOGY TO DETROIT REGIONAL CONVENTION PARKING AUTHORITY.

In early March 2020, the Executive Office presented the City Council with a unique proposal from the Detroit Regional Convention Parking Authority to help us operate and maintain the parking deck of the Phoenix Center.

Unlike past contracts, their proposal sought to promote and generate new excitement for the Phoenix Center and our downtown businesses. A partnership with the Detroit Regional Convention Parking Authority would have saved the City a total of \$96,720.00 annually in operational expenditures. Additionally, any profit derived from the operation of the parking lot would have been split 50/50 with the City. As parking professionals, they were anticipating a profit of \$290,000.00 annually, which if realized, would have ultimately provided the City with a revenue of \$124,000.00 annually.

In an effort to further strengthen the City's relationship with the business community, I respectfully invite the City Council to join me by signing the attached letter of apology to the Detroit Regional Convention Parking Authority.

The following resolution is presented for your consideration:

Whereas, the City of Pontiac embraces a positive business environment that encourages new businesses to build in our community; and

Whereas, the City of Pontiac is committed to professional integrity and sound business relationships; and

Whereas, the City of Pontiac understands the importance of building good partnerships with the business community.

Now therefore, the City Council joins the Mayor of Pontiac by supporting the attached letter of apology to the Detroit Regional Convention Parking Authority.

Attachment

July 28, 2020

Mr. Patrick S. Bero
C.E.O/C.F.O.
Detroit Regional Convention Facility Authority
One Washington Blvd.
Detroit, MI 48226

Dear Mr. Bero:

It is with great regret that we received the news that the Detroit Regional Convention Facility Authority was standing down in the offer to operate and maintain the Phoenix Center Parking Structure in Pontiac. Without a doubt, we see this as a result of the City Council Meeting that was attended via Zoom on Tuesday, March 24th.

The manner in which the Pontiac City Council treated you and your attorney Ebony Duff was appalling. This is not how the City of Pontiac wants to conduct business. The Mayor's office and the executive staff, specifically the Department of Public Works, was extremely excited to be working with the caliber of employees and managers your organization brings. We were also excited about bringing the Phoenix Center back to an asset vs. a liability for the City.

We would like to thank you and your staff for your interest in this project and well as for the time spent to date investigating and preparing work plans and contracts. If there is any way to resurrect this opportunity, the City Administration would like to push forward and work to get the agreement approved by our City Council. I may be reached directly at (248) 758-3181.

Sincerely,

Mayor Deirdre Waterman
City of Pontiac

CC: Dan Ringo, Interim Director DPW
John Balint, Special DPW Consultant

#14

**COMMUNICATION
FROM THE
MAYOR**



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

To: Hon. MAYOR, COUNCIL PRESIDENT, MEMBERS OF COUNCIL

From: Deputy Mayor Jane Bais-DiSessa
Special Counsel for Economic Development Matthew Gibb

Date: July 23, 2020

Re: **Status Update Phoenix Center Bids**
Presenter – Matthew Gibb

Background

On May 1, 2020 the City Council was presented the entire scope of work and schematic package to complete the four levels of work set forth in the Settlement Agreement. At that meeting, and immediately following, Council was apprised of the inter-coordination of the total work, including the general conditions and the effect of partial commencement and long term completion.

On May 19, 2020 City Council was presented an update of the process to draft bid packages and was formally requested to host a special meeting to allow Council to engage in and review the bid approach and the itemized work that would satisfy the structural, electrical, maintenance and elevators commitment. That request was postponed by Council who subsequently acted to allocate a not to exceed amount of \$7 million to support funding for the work required at the Phoenix Center.

Based upon the direction given by Council and in line with the specific direction of funding, a revised time line was submitted to the City at the Council meeting of June 9, 2020 the pre-bid notifications and preliminary organizational work has commenced allowing the bid documents to be finalized. The bids for the first phase of required work at the Phoenix Center are summarized and recommend as attached.

NOTE: The City Council, after being informed that the first phase bids were out for consideration scheduled a special meeting, the purpose of which was to review the entire scope of work, as was presented on May 1, 2020. The members of UAHC, IDS and the Mayors office brought together an entire package of bid work, but the meeting was cancelled without discussion. It is now understood that Council is interested in seeing the results of bidding all work as previously presented and estimated at \$16.8 million for critical and necessary work, and \$21 million for all work.

ISSUE

The partial release of work outlined above requires the cooperation of the owners of Ottawa Towers to coordinate power, as the partial work will not include independent power sources for the Phoenix Center. As a reminder the following work will not be completed as a result of the limitations imposed by restrictions in funding:

Description	Critical/Necessary
Remove ticket booths	\$2,624
Electrical demolition	\$261,550
LEVEL 1 - R&R paving at incoming service	\$6,000
Conc curb & gutter- north & south entrances R&R	\$16,128
Conc sidewalk- islands - north & south entrances R&R	\$11,168
Conc paving- north & south entrances - R&R	\$25,066
Electrical equipment pads	\$10,000
Remove & Replace security mesh upper 10' at Level 1	\$420,000
Sealant joints at exterior precast	\$79,800
SOUTH/ SOUTH EAST/ EAST ENTRY Roll-Up grille- galv steel,	\$58,920
Architectural Revisions: Egress Doors, FRP Doors, Office Finishes,	\$613,052
Paint outer wall surfaces/ stairwell/ Security Bars/ LVL 2 Crashrail	\$339,739
Entry/ Exit Station/ Barrier Gate/ LED 'Full' Sign/ Hardware/ Software/ Etc.	\$303,840
Elevator No.1 -4 Modernization	\$1,400,000
HVAC	\$190,262
Electrical	4,054,978
Utility cost	\$10,000
Trade Total	\$7,803,127

Effect of Restricted Funding

The City Council has reduced the budget account for Phoenix Center such that the budgeted amount would be limited to seven million dollars (\$7,000,000). The purpose of this budget line is for the payment of expenses related to the repair and restoration of the Phoenix Center as set forth in the Settlement Agreement binding the City. The City has an obligation to complete these repairs, maintenance and improvements, the cost of which is minimally estimated at \$16,585,039.

The obligations of the City, as set forth in Exhibit 2 of the Settlement Agreement, are required, and cannot be partially completed. Reducing the City's budget for this obligation will leave the City with a known and expected shortfall. Failing to budget for all required work under the Settlement Agreement, may further expose the City to the probability of default and create financial instability and unnecessary budgetary risk.

What is the Actual Cost of the Settlement Agreement?

There is a theory from some on City Council that the only obligation of the City is a six million dollar (\$6,000,000) commitment to restore and maintain the parking garage to established code. This theory is grossly incorrect. The City has paid for expert analysis

regarding the scope of work and cost the City is obligated to under the settlement, and that analysis clearly shows that the cost of meeting the terms of the Settlement Agreement will exceed sixteen million dollars (\$16,000,000).

Exhibit 2 of The Settlement Agreement sets forth two separate and distinct obligations of the City:

1. Maintenance and Improvements.

The Agreement states: "The City pay up to Six Million (\$6,000,000) Dollars to do all Maintenance and Improvements (as such terms are defined in the Settlement Agreement) necessary to bring the Phoenix Center into conformance with the requirements of the International Property Maintenance Code (2015 edition), as referenced in the Michigan Building Code and the Michigan Rehabilitation Code (2015 edition), within the ten (10) year period after the Effective Date of this Agreement". This is an ongoing and long-term commitment to adequately restore AND MAINTAIN the property pursuant to the applicable building codes. This obligation does not commit the City to structural repair, lighting, electrical or other physical restoration of the parking garage or amphitheater. That obligation is separate, distinct and very costly.

This first obligation binds the city to a requirement that, once the Phoenix Center is brought back to proper condition under the building code, it will be kept that way. The City must acknowledge and budget as if the entire stated amount of \$6,000,000 will be needed and expended to meet this requirement. **THIS IS NOT THE ONLY REQUIREMENT.**

2. All necessary electrical, lighting, elevator and serious structural repairs.

The language of Exhibit 2 must be read closely. At the end of paragraph one, following the Maintenance and improvement obligations, the Agreement clearly states, " [p]rovided, however, that: Within thirty (30) days of the Effective Date of this Agreement, the City shall repair vandalism damage previously reported by Plaintiffs; within twenty-four (24) months of the Effective Date of this Agreement, the City shall complete all necessary electrical, lighting, elevator and serious structural repairs to the Deck...". This aspect of the Settlement Agreement is so extensive that the commitment is broken into stages, directing restoration work in specific areas of the Phoenix Center, and driving the largest cost components of the City's financial obligation.

The City has contracted experts to define that performance obligations rise out of terms "necessary electrical, lighting, elevator and serious structural repairs". Those experts

Third Party Partnership Opportunities

An update on this work will be given at the Council meeting

EXHIBIT 2 – SCHEDULE OF IMPROVEMENTS

(A) The City shall pay up to Six Million (\$6,000,000) Dollars to do all Maintenance and Improvements (as such terms are defined in the Settlement Agreement) necessary to bring the Phoenix Center into conformance with the requirements of the International Property Maintenance Code (2015 edition), as referenced in the Michigan Building Code and the Michigan Rehabilitation Code (2015 edition), within the ten (10) year period after the Effective Date of this Agreement; provided, however, that:

Within thirty (30) days of the Effective Date of this Agreement, the City shall repair vandalism damage previously reported by Plaintiffs; within twenty-four (24) months of the Effective Date of this Agreement, the City shall complete all necessary electrical, lighting, elevator and serious structural repairs to the Deck in the following stages:

- 1) Maintenance and Improvements to the third (3rd) floor of the north side of the Deck which is defined as that portion of the Deck located to the north of Orchard Lake Road ("North Side") -- both electrical and structural and the Maintenance and Improvements to both of the south side elevators;
- 2) then all south side sections of the Deck, being that portion of the Deck located to the South of Orchard Lake Road ("South Side");
- 3) then return to repair the remaining portions of the North Side of the Deck.

(B) Notwithstanding the 24-month schedule above, if Ottawa Towers II, LLC, or any subsequent owner, leases the Judson tower (or portion thereof), the City shall, within twelve (12) months of the date that City is served written notice of such lease execution ("Notice of Lease"), complete the following Maintenance and Improvements to the Deck;

- 1) all electrical and structural Maintenance and Improvements on the south side of the Deck;
- 2) two elevators on the south side of the Deck;
- 3) make both electrical and structural Maintenance and Improvements to have the 3rd floor on the north side of the Deck ready for parking;

(C) Commencing upon May 1, 2018, the City will reimburse Plaintiffs in advance on the first day of each month for the actual costs of providing electricity to the Deck and Tunnel (\$4,374.00 per month) to continue until such time as the City can establish and assume the costs of providing electricity to the Deck and Tunnel; all payments to be paid electronically to an account designated by Plaintiffs on or before the first day of the month. The City shall immediately upon execution of this Agreement pay any past due invoices to Plaintiffs for the period after the signing of the Term Sheet until this Agreement is signed. As soon as is feasible, the City will have the electrical power for the Deck and Tunnel placed on the City's account with the electric provider, pay any actual costs associated with doing so, and thereafter pay the electrical charges directly.

(D) FIRE SUPPRESSION SYSTEM: A portion of the fire suppression system for the Phoenix Center that services the secured parking area on the second floor of the Deck (near Tower I) is connected to fire pumping equipment located in the 31 Judson Tower. The City shall disconnect the fire suppression service pumping equipment from the 31 Judson Tower. There are 175 parking spaces within this secured parking area on the second floor of the Deck; the City agrees to provide 175 parking spaces within the Deck, free of charge to the owner of the 31 Judson Tower, their tenants and employees, until such time as City completes the work to disconnect/reconnect the fire suppression system as above described.

CITY OF PONTIAC

PHOENIX CENTER

Recommend to Award Subcontract

Bid Category	Description/Contractor	Base Bid	Alternate #1	Alternate #2	Contract Award	Budget	Variance	Comments / Exclusions
Bid Package No. 1								
A	STRUCTURAL REPAIRS				\$2,793,345	\$3,028,670	\$235,325	
	DRV	\$2,793,345	\$1,653,760					
	Pullman	\$3,996,347	\$1,782,710					
	RAM	\$3,132,688	\$2,080,600	-				
B	CONCRETE FOUNDATIONS				\$15,620	\$0	(\$15,620)	
	CI Contracting	\$11,980	\$3,640	-				
C	MASONRY				\$24,400	\$0	(\$24,400)	
	Davenport Masonry	\$24,400						
D	ARCHITECTURAL RENOVATIONS				\$108,300	\$120,000	\$11,700	
	DennCo Construction	\$108,300						
	Diversified Construction	\$179,655						
	Pontiac Ceiling & Partition	\$980,000						
E	PAINTINGS AND COATINGS				\$94,800	\$0	(\$94,800)	
	Accurate Painting	\$94,800	-	-				
F	FIRE SUPPRESSION				\$199,980	\$200,000	\$20	
	Professional Sprinkler	\$199,980	-	-				
G	PLUMBING				\$106,800	\$271,013	\$164,213	
	JM & Sons Plumbing	\$115,600	-	-				
	TempCo	\$106,800						
H	MECHANICAL				\$22,000	\$0	(\$22,000)	incomplete bid
	Tempco	\$22,000	-	-				
I	ELECTRICAL				\$487,800	\$393,106	(\$94,694)	
	Centerline	\$565,400	-	-				
	Ferndale	\$487,800						
	Great Lakes Lighting	\$517,000						
	J&J	\$627,000						
	J Ranck	\$683,679						
	Project General Requirements				\$18,640	\$18,640		
					\$3,871,685	\$4,031,429	\$159,744	\$159,744
TRADE ALLOWANCES								
1	3N Temp Lighting				\$150,000	\$150,000	\$0	ALLOWANCE
2	Water Main Into Building				\$47,813	\$47,813	\$0	Remaining from FP
3	Temp Walkway from 3N				\$35,000	\$35,000	\$0	ALLOWANCE
4	Pre Action Fire Alarm System				\$70,000	\$0	(\$70,000)	ALLOWANCE
5	Fire Alarm Panel/ Sprinkler Monitoring				\$50,000	\$0	(\$50,000)	ALLOWANCE
6	Structural Repair Allowance per Walker Associates 07/22				\$419,002	\$454,300	\$35,298	15% Allowance
7	Power Wash Deck				\$200,000	\$0	(\$200,000)	ALLOWANCE
					\$4,843,500	\$4,718,542	(\$124,958)	-\$124,958
MISC.	STANDARD ALLOWANCES							
1	General Liability	\$0			\$32,956	\$32,956	\$0	0.50%
2	Builders Risk	\$0			\$0	\$0	\$0	By Owner
3	Municipal Building Permits	\$0			\$95,030	\$95,030	\$0	1.50%
4	Utility Permits & Fees	\$0			\$0	\$0	\$0	By Owner
5	QC/ Testing	\$0			\$100,000	\$100,000	\$0	
TOTAL BUILDING TRADE CONTRACTS & ALLOWANCES					\$5,071,486	\$4,946,528	(\$124,958)	check (\$124,958)
Estimating Contingency					\$296,919	\$539,854	\$242,935	5.0%
Construction Contingency					\$296,919	\$296,919	\$0	5%
Bid Savings					\$117,977	\$0	(\$117,977)	
Auch Reimbursables/ General Conditions					\$680,000	\$680,000	\$0	
CM (Auch) Fee					\$160,759	\$160,759	\$0	
TOTAL CONSTRUCTION					\$6,624,060	\$6,624,060	\$0	check \$0



65 University Drive
Pompano Beach, Florida 33062
P (248) 334-2007
F (248) 334-3106
www.auchconstruction.com

July 23, 2020

City Of Pompano
17450 Woodward Avenue
Pompano, FL 33062

Attention: Dan Rizzo

Reference: City Of Pompano
Phoenix Center
Auch Project No. 8922

Subject: Recommendation to Award Trade Contracts
Per Attached Recommendation to Award Summary

Dear Mr. Rizzo:

This letter will serve as our request for Authorization to Award subcontracts. We have conducted bid reviews/ scope/ cost/ schedule review sessions with the noted contractor to discuss their individual proposals regarding their respective work categories. These proposals were found to be complete and in u-

Therefore, we request your approval to award subcontracts to the listed contractor for the amounts stipulated, all in accordance with the attached substantiation material.

- > Recommendation for Award Summary, dated 07/23/2020
- = Bid Tabulation Summary/ Project Construction Budget, dated 07/23/2020

We request, upon your approval, authorization to proceed based on the current Project Budget:

- > Construction Budget (Through 07/23/2020) \$6,624,060

Current Construction Budget \$6,624,060

We will proceed immediately with the issuance of subcontracts upon receipt of your approval. Please sign and return one copy of this letter for our files.

Sincerely,
Auch Construction

Eric Stimpfeler
Sr. Project Manager

Attachments
File #243271
City of Pompano Clerk
Mail 1388
Missie Robinson

Approved By
City of Pompano

_____ DATE

**City of Pontiac
Phoenix Center**

**Recommendation for Award Breakdown -- Bid Packages A-G & I
Recommendation for Award Breakdown -- Site, Core Shell, Enclosure & Interior Fitout**

A Structural Repairs		
DRV Contractors, LLC		
1. Base Proposal.....		\$2,793,345
*Per the recommendation of Walker Consultants 07/22/2020 a separate 15% Allowanc line item is being carried outside of the contractor for quantity unknowns.		
	Contract Award	<u>\$2,793,345</u>
B Concrete Foundation		
CI Contracting		
1. Base Proposal.....		\$11,980
2. Base Proposal Alternate to place Floor in Fire Riser Room.....		\$3,640
	Contract Award	<u>\$15,620</u>
C Masonry		
Davenport Masonry		
1. Base Proposal.....		\$24,400
	Contract Award	<u>\$24,400</u>
D Architectural Renovations		
Dencco Construction		
1. Base Proposal.....		\$108,300
	Contract Award	<u>\$108,300</u>
E Painting		
Accurate		
1. Base Proposal.....		\$94,800
	Contract Award	<u>\$94,800</u>
F Fire Suppression		
Professional Sprinkler		
1. Base Proposal.....		\$199,980
* Does not include note 34 on M2.4 regarding pre-action system. Confirmed with architect this note is a mistake and it was intended to install per note 35 which is a dry system.		
	Contract Award	<u>\$199,980</u>
G Plumbing		
Tempco Mechanical		
1. Base Proposal.....		\$106,800
	Contract Award	<u>\$106,800</u>
H Mechanical		
No Recommendation include bid.		
	Contract Award	<u>\$0</u>

**City of Pontiac
Phoenix Center**

**Recommendation for Award Breakdown -- Bid Packages A-G & I
Recommendation for Award Breakdown -- Site, Core Shell, Enclosure & Interior Fitout**

I Underpass Lighting		
Ferndale Electric		
1. Base Proposal.....		\$487,800
	Contract Award	\$487,800

*** Refer to attached Budget Budget.

PHOENIX CENTER RENOVATION | \$7.3M PARTIAL PROGRAM

STRUCTURAL REPAIR COST

\$4,995,858

- ❖ Concrete Column & Ceiling Repair
- ❖ Post Tension Tendon Repair
- ❖ Precast Panel Attachment and Panel Repair

ELECTRICAL REPAIR COST (Partial)

\$1,027,587

- ❖ Tunnel Road Lighting
- ❖ Temporary Power to Tunnel Road Lighting
- ❖ 3 North Temporary Lighting and Power Feed

FIRE PROTECTION COST

\$150,000

- ❖ Enclosed Parking Dry Pipe System
- ❖ Stand Pipe

PLUMBING (Partial)

\$378,371

- ❖ Storm Piping Repair

ARCHITECTURAL (Partial)

\$1,000,000

- ❖ Emergency Egress Doors (Partial)
- ❖ Electrical Room Doors
- ❖ Temporary Travel Route 3N – 25
- ❖ Demolition/ Dumpsters (Partial)

Additional Costs Not Included in Original Estimate \$330K

- ❖ Temporary Power Feed to Tunnel Lighting
- ❖ Temporary Power Feed to 3N Lighting
- ❖ Temporary Lighting 3N

\$8,000,000

\$7,296,060

\$7,000,000

\$6,000,000

\$5,000,000

\$4,000,000

\$3,000,000

\$2,000,000

\$1,000,000

\$0



PHOENIX CENTER RENOVATION | WORK NOT INCLUDED IN \$7.3M PARTIAL PROGRAM

ELEVATOR COST
\$1,860,635

- ❖ 2 Units North
- ❖ 2 Units South

ELECTRICAL REPAIR COST (Partial)
\$1,930,057

- ❖ Primary Feed
- ❖ Remove Replace Electrical Infrastructure
- ❖ New Lighting

HVAC
\$258,569

- ❖ Electrical Room Cooling
- ❖ Elevator Machine Room Cooling

ARCHITECTURAL (Partial)
\$1,111,111

- ❖ Security Office
- ❖ Traffic Control
- ❖ Security Grating

- ❖ Current Project Approach has Resulted in Estimated \$330K Additional Cost
- ❖ Work Requires Release by July 20, 2020 to Meet Schedule
- ❖ Additional Cost Due to Future Delays
 - ❖ \$52,250/Month (estimated) – Project Staff/Requirements
 - ❖ 1.25%/Qtr Escalation
 - ❖ Potential Continued Degradation to Structure \$TBD

\$12,000,000

\$9,698,591

\$10,000,000

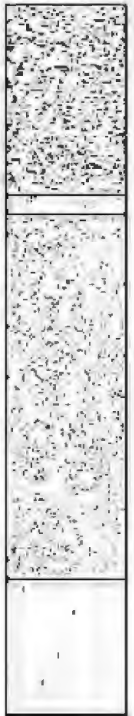
\$8,000,000

\$6,000,000

\$4,000,000

\$2,000,000

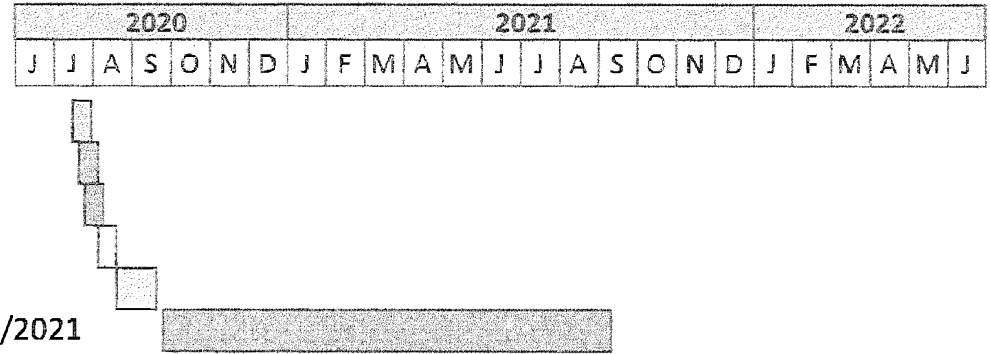
\$0



PHOENIX CENTER RENOVATION | SCHEDULES

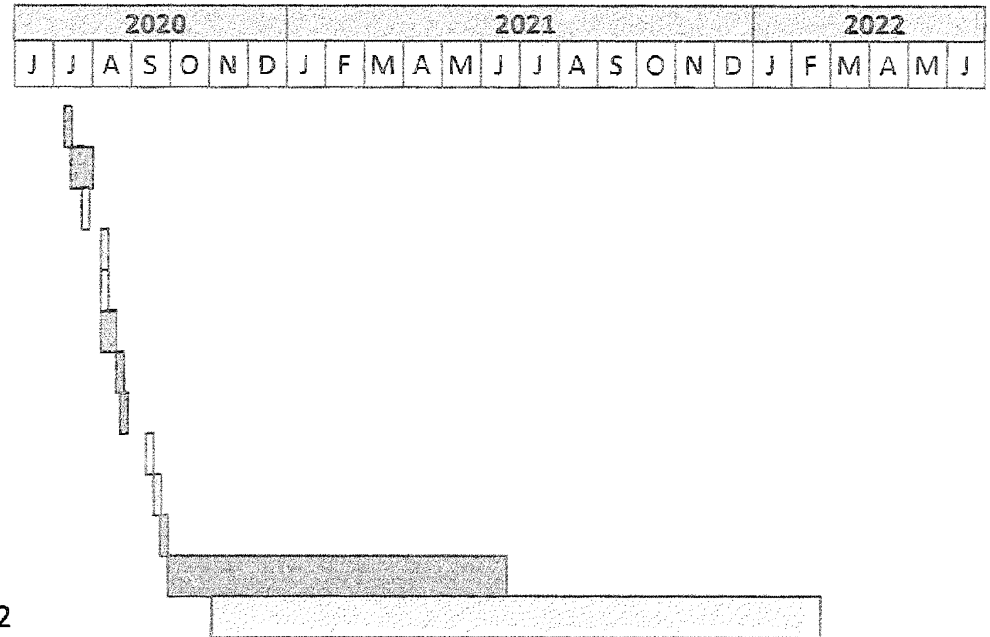
\$7.3M Partial Program

Bids Due	07/21
Recommendations to Council	07/23
Council Presentation Working Session	07/28
Council Approval Formal Session	08/04
Submittals & Material Procurement	08/05 - 09/11
Construction	09/14/2020 - 09/10/2021



Balance of Work Not Included in Program Above

Progress Set Issued by IDS	07/13/20
Bid Package Front End Preparation	07/15/20-07/31/20
Final Review Documents Issued by IDS	07/27/20
Commitment for Funding the Work	08/03/20
Bidding Plans & Specifications Issued by IDS	08/03/20
Finalize Instructions to Bidders	08/03/20-08/07/20
Issue Documents for Bidding	08/07/20
Bids Due	08/28/20
Recommendation Submitted to Council	09/10/20
Council Presentation during Formal Session*	09/15/20
Council Approval during Working Session*	09/22/20
Submittals & Material Procurement	09/23/20-06/21/21
Construction	11/02/20 - 02/25/22



*Requires Council Action to Suspend Rules

#15

**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: Kiearha Davidson, Human Resources
THRU: Office of Deputy Mayor, Jane Bais-DiSessa
DATE: July 30, 2020
RE: July Staff Changes Report

Staff Changes

- There were no new hires.
- There was one promotion/status change.
 - Linnette Phillips in the Community & Economic Development Department was fully appointed as Economic Development Director on July 1, 2020.
- There were three employment separations
 - CSR in the Community & Economic Development
 - CSR in the Department of Public Works
 - Code Enforcement Officer

#16

**Monthly
Report**

6-19-20

Check Register

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
06/18/2020	12851	10002889	50th District Court	190S25940B A	250.00	Open
06/18/2020	12852	10002889	50th District Court	191271FY 10%	50.00	Open
06/18/2020	12853	10002889	50th District Court	200057SM 10%	25.00	Open
06/18/2020	12854	BOND	BERLINDA CAROL BRANNER	130S28861A R	49.00	Open
06/18/2020	12855	BOND	DARRELL TRAVONTAE MCGOWAN	191271FY R	450.00	Open
06/18/2020	12856	BOND	JACQUELINE WEATERSPOON	200057SM R	225.00	Open
06/18/2020	12857	00002208	OAKLAND COUNTY CLERK	200543FY C	1,000.00	Open
06/18/2020	12858	00002208	OAKLAND COUNTY CLERK	200169FY C	250.00	Open
06/18/2020	12859	BOND	ONISHIA BROWN	06162020	198.00	Open
06/18/2020	12860	BOND	RAYNESHA DAVONNE MORRIS	150S06704BR	176.00	Open

Total Paper Check: 2,673.00

BOND TOTALS:

Total of 10 Checks: 2,673.00
 Less 0 Void Checks: 0.00
 Total of 10 Disbursements: 2,673.00

Bank COURT FIFTH THIRD-COURT OPERATING

Check Type: Paper Check

06/18/2020	8129	10002889	50th District Court	06152020	251.00	Open
06/18/2020	8130	10002889	50th District Court	06172020	8.00	Open
06/18/2020	8131	BOND	BLR	6677356	350.00	Open
06/18/2020	8132	10000511	DATA LEGAL	25651	454.15	Open
06/18/2020	8133	00001353	Detroit Elevator Co.	187562	1,360.00	Open
06/18/2020	8134	00001353	Detroit Elevator Co.	187553	285.00	Open
06/18/2020	8135	00012982	Insight Public Sector - PCM Sales	1100739491	290.52	Open
06/18/2020	8136	10003425	K&K Mechanical Contractors LLC	6583	3,112.50	Open
06/18/2020	8137	00000555	M.M.L., Inc -Maria Longley	200608FY I	120.00	Open
06/18/2020	8138	10003909	Maria Fabiana Valy Gialdi	200788SM I	70.00	Open
06/18/2020	8139	10003909	Maria Fabiana Valy Gialdi	190731SM I	70.00	Open
06/18/2020	8140	00002244	OFFICE DEPOT	506183333001	79.96	Open
06/18/2020	8141	10004191	Ogletree Deakins Nash Smoak & Stew	90221614	1,134.00	Open

Total Paper Check: 7,585.13

COURT TOTALS:

Total of 13 Checks: 7,585.13
 Less 0 Void Checks: 0.00
 Total of 13 Disbursements: 7,585.13

REPORT TOTALS:

Total of 23 Checks: 10,258.13
 Less 0 Void Checks: 0.00
 Total of 23 Disbursements: 10,258.13

6-26-20

Check Register

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
06/26/2020	12861	10002889	50th District Court	191319SM 10%	50.00	Open
				191319SM A	450.00	Open
				200803305A A	45.00	Open
				190770FY 10%	50.00	Open
				190770FY A	450.00	Open
				200809192A A	175.00	Open
				1670586SM A	475.00	Open
				200097SM A	300.00	Open
					<u>1,995.00</u>	
06/26/2020	12862	BOND	ARNOLD WEINER	20244550N	135.00	Open
06/26/2020	12863	BOND	DAVID LEE NEWLAND	200809192A R	161.00	Open
06/26/2020	12864	BOND	JAALEN CHAMBERS	1913230N R	100.00	Open
				181480240N R	100.00	Open
				1916740N R	100.00	Open
				181480230N R	100.00	Open
					<u>400.00</u>	
06/26/2020	12865	BOND	JOSHUA LODGE	190036SM R	250.00	Open
06/26/2020	12866	00002206	OAKLAND COUNTY CLERK	200477FY C	250.00	Open
06/26/2020	12867	BOND	TUONIAN LI	200804138A R	160.00	Open
				Total Paper Check:	<u>3,351.00</u>	
BOND TOTALS:						
Total of 7 Checks:					3,351.00	
Less 0 Void Checks:					0.00	
Total of 7 Disbursements:					<u>3,351.00</u>	
Bank CONS CONSOLIDATED						
Check Type: EFT Transfer						
06/22/2020	724 (E)	10004301	PNC Bank	590353,607426	337.91	Open
				492191227-001	511.82	Open
				BBY01-806069267328	84.78	Open
				BBY01-806069267238	93.26	Open
				Order# 739165	1,358.67	Open
				1686086638	399.98	Open
				A2D58FDF-0002	37.00	Open
				51016	59.00	Open
					<u>2,882.42</u>	
06/26/2020	719 (E)	00000603	Oakland County Treasurer	2019-063020TD	236,587.06	Open
06/26/2020	720 (E)	10003903	Pontiac Public Library	2019-063020Library	5,940.73	Open
06/26/2020	721 (E)	00012890	Pontiac Schools	2019-063020MESSA	2,839.92	Open
06/26/2020	722 (E)	00012890	Pontiac Schools	2019-063020Operating	72,489.47	Open
06/26/2020	723 (E)	00012890	Pontiac Schools	2019-063020Sinking	19,989.24	Open

CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 06/20/2020 - 06/26/2020

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Total EFT Transfer:					340,728.84	
Check Type: Paper Check						
06/22/2020	527750	10002840	21st Century Media Newspapers, LLC	Ad#2004587 Ad#1927732	2,575.00 6,750.25	Open Open
					9,325.25	
06/22/2020	527751	00011679	Accident Fund Worker's Comp	WCV6082992-070120	21,317.50	Open
06/22/2020	527752	00013277	Advanced Marketing Partners, Inc.	227665	2,060.00	Open
06/22/2020	527753	00000050	AT & T	248253002606-20 248253002606-070320	537.74 59.75	Open Open
					597.49	
06/22/2020	527754	00000050	AT & T	250472140-063020 250472140-070820	60.82 22.11	Open Open
					82.93	
06/22/2020	527755	00000050	AT & T	287269014755x61720	1,076.26	Open
06/22/2020	527756	10004124	Azteca Systems, LLC	INV2124	11,400.00	Open
06/22/2020	527757	00001074	Bedrock Express	102497	947.50	Open
06/22/2020	527758	00001101	Blue Care Network Of SE Michigan	201610088105	2,773.16	Open
06/22/2020	527759	00001103	Blue Cross Blue Shield of Michigan	7036880-0004-0720 7036880-0005-0720 7036880-0006-0720 7036880-0007-0720 7045068-0000-0720 7045068-0002-0720	11,828.93 5,737.86 175,600.08 12,902.67 10,111.87 1,342.33	Open Open Open Open Open Open
					217,523.74	
06/22/2020	527760	00001244	Comcast Cablevision	110-1037575-063020 110-1037575-071320 825-946958-063020 825-946958-072620 6180-214665-063020 6180-214665-071520 47450-862478-063020 47450-862478-072620	98.75 75.52 43.02 279.64 158.21 158.22 16.77 109.02	Open Open Open Open Open Open Open Open
					939.15	
06/22/2020	527761	00013029	CompOne Administrators, Inc.	174140	100,000.00	Open
06/22/2020	527762	00000206	Consumers Energy	10-95261074-0620 52-96422630-0620 110-98711686-063020 216-97012165-0620 350-96873280-0620 825-97397342-0620 990-96288609-0620 70-96511412-0620 216-97012719-0620	14.00 183.96 426.23 31.70 24.38 877.18 172.31 170.20 118.38	Open Open Open Open Open Open Open Open Open
					2,018.34	

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
06/22/2020	527763	10004156	Covenant Cemetery Services, Inc.	51008R 60323R	1,000.00 2,500.00 <u>3,500.00</u>	Open Open
06/22/2020	527764	10004243	Creative Schools Management, LLC	July 2020	26,000.00	Open
06/22/2020	527765	00000284	Flam Service Group	61620	3,765.00	Open
06/22/2020	527766	10004308	Forster Vine Rochester Auto Wash	209	50.00	Open
06/22/2020	527767	00001566	Grand Trunk Western Railroad	91519309	18,092.00	Open
06/22/2020	527768	00001591	Guardian Alarm Company of Michigan	20946791	179.00	Open
06/22/2020	527769	10004048	Nation Home Improvement	2020-17	2,850.00	Open
06/22/2020	527770	10001088	Nelco Supply Co.	10102892	43.40	Open
06/22/2020	527771	00000598	Oakland County	EQL0000601	420,693.16	Open
06/22/2020	527772	00000603	Oakland County Treasurer	64-14-29-126-010-630	10.76	Open
06/22/2020	527773	10000667	Printing Systems, Inc.	213661 213763 213633 213595	1,059.07 199.14 451.13 <u>1,075.44</u> 2,784.73	Open Open Open Open
06/22/2020	527774	00002579	Slade's Printing Company	June 10, 2020	320.00	Open
06/22/2020	527775	00011704	Spencer Oil Company	2015201-012300 602361	3,120.42 438.95 <u>3,559.37</u>	Open Open
06/22/2020	527776	00000773	State of Michigan-Dept. License&Reg	Serial#007874-202006	505.00	Open
06/22/2020	527777	10004376	Thomson Reuters Applications, Inc.	842420358-May2020	120.00	Open
06/22/2020	527778	00000851	Wade-Trim/Associates	2018205	140,975.00	Open
06/22/2020	527779	10003613	Water Resource Commissioner	440-80918-08-0520 440-80919-02-0520 990-78699-00-0520	345.60 75.00 <u>345.60</u> 766.20	Open Open Open
06/22/2020	527780	00002895	Young Supply Co.	20192013-00 20192023-00 20192140-00 20192153-00 20192226-00 20192345-00	68.52 419.88 320.40 78.24 73.00 <u>570.00</u> 1,530.04	Open Open Open Open Open Open
06/26/2020	527781	10004066	Action Traffic Maintenance, Inc.	1243466	1,273.50	Open
06/26/2020	527782	10004313	ADT Commercial LLC	134374365	49.95	Open
06/26/2020	527783	10003843	Advanced Disposal Services	PT0000028415 PT0000028448 PT0000028493	5,064.63 V 8,848.36 V <u>6,125.66 V</u> 20,038.65	Open Open Open
06/26/2020	527784	10004022	Arbor Oakland Group	110804	97.87	Open
06/26/2020	527785	00000050	AT & T	8310007527298-063020 8310007527298-071120 8310007501007-0620	147.33 73.67 <u>1,294.90</u>	Open Open Open

CHECK REGISTER FOR CITY OF PONTIAC
 CHECK DATE FROM 06/20/2020 - 06/26/2020

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					1,515.90	
06/26/2020	527786	10003274	AT & T Long Distance	821555420-0620	20.80	Open
06/26/2020	527787	00001103	Blue Cross Blue Shield of Michigan	60418-600-0720	61,970.32	Open
				60418-601-0720	12,503.04	Open
				60418-602-0720	40,431.36	Open
				60418-604-0720	4,371.30	Open
				60418-605-0720	9,700.70	Open
					<u>128,976.72</u>	
06/26/2020	527788	00000119	Bostick Truck Center, LLC	123329	1,040.50	Open
06/26/2020	527789	10003968	City of Rochester Hills	39739_39740	1,673.36	Open
06/26/2020	527790	00001244	Comcast Cablevision	825-903542484-063020	174.22	Open
				825-903542484-0720	152.45	Open
					<u>326.67</u>	
06/26/2020	527791	00001244	Comcast Cablevision	52-812853-0720	283.66	Open
06/26/2020	527792	00000206	Consumers Energy	47450-96189951-0620	751.57	Open
06/26/2020	527793	10004348	Cory Westmoreland	20-05-19 200656SM	50.00	Open
				20-05-19 200656SM	75.00	Open
				20-05-26 190999SM	20.00	Open
				20-05-26 190999SM	50.00	Open
				20-05-26 191489SM	20.00	Open
				20-05-26 191489SM	50.00	Open
				20-06-02 AM	100.00	Open
					<u>365.00</u>	
06/26/2020	527794	10004156	Covenant Cemetery Services, Inc.	51009-R	1,000.00	Open
				60324-R	2,500.00	Open
					<u>3,500.00</u>	
06/26/2020	527795	10003084	Curbco, Inc.	52576	42,444.18	Open
06/26/2020	527796	10000127	Delta Dental of Michigan	RIS0002917165	1,140.23	Open
06/26/2020	527797	00000261	Done Right Engraving, Inc	19367	4,991.00	Open
06/26/2020	527798	00000284	Elam Service Group	61920	2,800.00	Open
06/26/2020	527799	10004306	Erika D. Morgan Law, PLLC	20-05-08 11P000952A	8.00	Open
				20-05-22 11P000952A	62.00	Open
					<u>70.00</u>	
06/26/2020	527800	00013036	Giarmarco, Mullins & Horton, P.C.	93194-068B-6	1,905.00	Open
				93194-070B-11	645.00	Open
				93194-032B-93	5,640.00	Open
				93194-073B-5	600.00	Open
				93194-067B-15	5,700.00	Open
				93194-000B-106	12,656.48	Open
				93194-016B-105	21,030.00	Open
				93194-076B-2	375.00	Open
				93194-069B-11	3,270.00	Open
				93194-057B-68	7,910.00	Open
				93194-023B-90	870.00	Open
					<u>60,601.48</u>	
06/26/2020	527801	10003261	Hillarie F. Boettger, PLLC	20-04-24 2003260M	25.00	Open

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CHECK REGISTER FOR CITY OF PONTIAC
 CHECK DATE FROM 06/20/2020 - 06/26/2020

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
06/26/2020	527802	10004337	Idumesaro Law Firm, PLLC	20-05-08 2001790M 20-05-08 180529659B 20-05-08 190501469A 20-05-20 2001530M 20-05-20 AM 20-05-28 200666SM 20-05-29 1900190M. 20-05-29 2000490M. 20-05-29 2003170M 20-05-31 09123652CC	20.00 20.00 20.00 110.00 50.00 30.00 67.00 17.00 25.00 22.00	Open Open Open Open Open Open Open Open Open Open
					<u>381.00</u>	
06/26/2020	527803	10003866	K and Q Law, PC	20-05-18 20-02390M 20-05-18 1905267B 20-05-27 AM	25.00 50.00 100.00	Open Open Open
					<u>175.00</u>	
06/26/2020	527804	10004157	Karema DeJesus	6-25-2020	100.00	Open
06/26/2020	527805	10004465	LaMarsha Spann	Inv#100	100.00	Open
06/26/2020	527806	10004388	Law Office of Christopher R Shenke	20-06-03 AM	100.00	Open
06/26/2020	527807	00012690	Law Offices of Paulette Michel, PLLC	20-05-26 AM 20-05-27 AM 20-06-01 AM 20-06-04 AM 2181 May 2020 20-06-11 AM	100.00 50.00 100.00 100.00 3,750.00 100.00	Open Open Open Open Open Open
					<u>4,200.00</u>	
06/26/2020	527808	00002068	Miller Canfield Paddock & Stone, PLLC	1476179 1479651	12,513.00 9,190.00	Open Open
					<u>21,703.00</u>	
06/26/2020	527809	00010549	Mutual of Omaha Insurance Company	1097606524	8,677.59	Open
06/26/2020	527810	00002221	Oakland County Executive Office	2019-063020	24,236.26	Open
06/26/2020	527811	10000078	Occupational HealthCenters of MI	PC713258665	130.50	Open
06/26/2020	527812	10001123	OfficeTeam-A Robert Half Company	55513192 55565095 55601989 55702623 55734834 55768617 55792821 55816556	1,263.05 1,063.60 1,302.94 132.95 744.52 678.05 824.29 786.80	Open Open Open Open Open Open Open Open
					<u>6,796.20</u>	
06/26/2020	527813	10000667	Printing Systems, Inc.	214654 213596	556.56 887.50	Open Open
					<u>1,444.06</u>	
06/26/2020	527814	00013067	Scott C. Kozak, Attorney at Law	20-05-18 181487930M 20-05-18 20 0303498A	50.00 50.00	Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				20-05-18 AM	75.00	Open
					175.00	
06/26/2020	527815	00002579	Slade's Printing Company	June 16, 2020	170.00	Open
				June 18, 2020	460.00	Open
					630.00	
06/26/2020	527816	00013050	Stacy A. Drouillard	20-05-07 200394SM	30.00	Open
				20-05-12 191258SD	20.00	Open
				20-05-12 200324SM	20.00	Open
				20-05-18 200327SM	20.00	Open
				20-05-18 200288SM	75.00	Open
				20-05-19 190694SM	100.00	Open
				20-05-19 AM	130.00	Open
				20-05-21 AM	195.00	Open
				20-06-02 191284SM	280.00	Open
					870.00	
06/26/2020	527817	00002630	State of Michigan	2019-063020SET	37,503.25	Open
06/26/2020	527818	00000851	Wade-Trim/Associates	2017970	29,170.00	Open
06/26/2020	527819	10003813	Water Resource Commissioner	52-69413-00-0620	216.00	Open
				786-80882-09-0620	345.60	Open
				825-80806-02-0620	3,045.04	Open
				47450-81007-00-0620	1,168.10	Open
					4,774.74	
06/26/2020	527820	00002852	West Shore Services	27515	1,000.00	Open
06/26/2020	527821	00000603	Oakland County Treasurer	99-00-005-130-063020	15,813.36	Open
				Total Paper Check:	1,425,771.03	
CONS TOTALS:						
Total of 78 Checks:					1,765,499.87	
Less 1 Void Checks:					20,038.65	
Total of 77 Disbursements:					1,746,461.22	
Bank COURT FIFTH THIRD-COURT OPERATING						
Check Type: Paper Check						
06/22/2020	8142	00001244	Comcast Cablevision	8529101461030042	104.85	Open
06/22/2020	8143	10004223	Court Innovations Incorporated	INV13328	325.00	Open
06/22/2020	8144	10003909	Maria Fabiana Valy Gialdi	200394SM I	70.00	Open
				2002640M I	78.75	Open
					148.75	
06/22/2020	8145	10004117	Metcom, Inc.	112773	858.52	Open
06/22/2020	8146	10001088	Nelco Supply Co.	10103226	371.50	Open
06/22/2020	8147	00002244	OFFICE DEPOT	495829051001	79.99	Open
06/26/2020	8148	10002889	50th District Court	06252020	5.75	Open
06/26/2020	8149	00000050	AT & T	248857950106	31.55	Open
06/26/2020	8150	10003953	Erandy Pacheco	1670586SM I	220.00	Open

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 User: JPETERS
 DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
 CHECK DATE FROM 06/20/2020 - 06/26/2020

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
06/26/2020	8151	10003909	Maria Fabiana Valy Gialdi	200845FY I	70.00	Open
06/26/2020	8152	00000601	Oakland County Bar Assn	35304	269.00	Open
06/26/2020	8153	10004106	Ricardo Caceres	200S05267A I	70.00	Open
06/26/2020	8154	00012362	STAPLES CREDIT PLAN	00012362	2,131.15	Open
Total Paper Check:					<u>4,677.07</u>	

COURT TOTALS:

Total of 13 Checks:	4,677.07
Less 0 Void Checks:	<u>0.00</u>
Total of 13 Disbursements:	<u>4,677.07</u>

Bank PNCMM PNC MONEY MARKET

Check Type: EFT Transfer

06/26/2020	149(E)	00013053	City of Pontiac	2019-063020City	<u>168,940.56</u>	Open
Total EFT Transfer:					<u>168,940.56</u>	

PNCMM TOTALS:

Total of 1 Checks:	168,940.56
Less 0 Void Checks:	<u>0.00</u>
Total of 1 Disbursements:	<u>168,940.56</u>

REPORT TOTALS:

Total of 99 Checks:	1,943,468.50
Less 1 Void Checks:	<u>20,038.65</u>
Total of 98 Disbursements:	<u>1,923,429.85</u>