

Due to the State of Emergency for the City of Pontiac Regarding the COVID-19 Virus, City Hall Has Been Closed to the Public as of March, 19, 2020.

Information on How to Access the Virtual City Council Meeting Scheduled for Tuesday, March 24, 2020 at 6:00 p.m. will be forthcoming



# PONTIAC CITY COUNCIL

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



**Patrice Waterman, District 1**  
**George Williams, 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](http://pontiac.mi.us/council/meeting_agendas_and_minutes/index.php)

## **STUDY SESSION**

**March 24, 2020**

**6:00 P.M.**

**144<sup>th</sup> Session of the 10<sup>th</sup> Council**

**Call to order**

**Roll Call**

**Authorization to Excuse Councilmembers**

**Amendments to and Approval of the Agenda**

**Approval of the Minutes**

1. March 12, 2020

**Public Comment**

**Resolutions**

**City Clerk**

2. Resolution to approve a budget amendment for fiscal year 2019/2020 General Fund 101 Medical Marijuana Applications Dept (255) to change the description of 101-255-804.000 from legal services to Legal Advisor to the City Clerk; establish the following accounts in Dept (255) account 101-255-702.000 salaries and wages; account 101-255-727.000 office supplies; account 101-255-728.000 postage; account 101-255-731.003 computer equipment; account 101-255-804.001 legal services-hearing officer policies and procedures; account 101-255-816.019 Prof Serv- Planning Advisor to the City Clerk; account 101-255-942.002 copier supplies; transfer \$97,269.78 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following accounts: 101-255-702.000 salaries and wages \$2811.90; 101-255-727.000 office supplies \$1900; 101-255-728.000 postage \$100; 101-255-731.003 computer equipment \$100; 101-255-816.009 Prof Serv Planning Advisor to the City Clerk \$92,257.88; 101-255-942.002 copier supplies \$100; transfer \$17,208.18 from 101-255-804.018 legal services to the following accounts: 249-371-818.000 Building \$7675.56; 101-458-818.000 Police \$8985.60; 101-206-818.000 Finance/Income Tax \$238.14; 101-253-818.000 Finance/Treasury \$308.88; and transfer \$29,900 from 101-255-816.008 Prof Serv-Hearing Officer to the following accounts: 101-255-804.000 Legal Advisor to the City Clerk \$15,657.88; 101-255-804.001 Legal Services-Hearing Officer policies and procedures \$2500; 101-255-816.009 Prof Serv-Planning Advisor to the City Clerk \$11,742.12. these budget amendments will provide the funding for the Clerk to obtain the professional expert assistance that he needs to begin the review process of medical marijuana applications

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>

### **City Council**

3. Resolution to assign the \$540,000.00 that the City has collected in Medical Marihuana Application Fees 101-000-478.001 to Dept 255 Medical Marihuana Applications
4. Resolution to approve a budget amendment for fiscal year 2019-2020 to allocate a total of \$50,000.00, from the General Fund's City Council budget account 101-101-808.101, District Projects, to account 101-101-804.000, Legal Services.

### **Department of Public Works (DPW)**

5. Resolution to authorize Mayor to enter into an as-needed agreement with RNA FM for both landscape and snow removal services for the designated areas commencing April 15<sup>th</sup> 2020.
6. Resolution to authorize the execution of a quit claim deed to Oakland Hope, a Michigan non-profit corporation for a portion of tax parcel 14-17-201-031.
7. Resolution to support MDOT's reconfiguration of the Woodward Avenue Widetrack Loop proposal.
8. Resolution to approve contract with the Detroit Regional Convention Authority to operate the Phoenix Center Parking Deck Operations in the amount of \$19,000, commencing March 1, 2020.

### **Finance**

9. Resolution to approve the budget amendments to transfer \$249,405.00 from the Major Street Fund balance and \$700,931.00 from the Local Street Fund balance to the accounts shown attached labeled Exhibit A.
10. Resolution to approve the budget amendment to transfer a total of \$312,000 from the Youth Recreation Fund balance to expenditure account 208-756-941.000 (Building and Land Rental) to cover one-year unbudgeted lease expenditures for the Pontiac Youth Recreation and Enrichment Center.
11. Resolution to authorize the Mayor to recruit candidates for the vacant Finance Director Position, between the salary range of \$110,000.00 and \$120,000.00.

### **Mayor's Office**

12. Resolution to approve the calendar schedule for the timing of performance, as provided by AUCH Construction, is amended to reflect March 3, 2020 as the date approval of Architectural and Engineering Services, May 10, 2020 as the estimated date for completion of core Design Services, and July 15, 2020 as the estimated date for completion of bid packages outlining preliminary scope of work.

### **Planning**

13. Resolution to approve the Redevelopment 'Bistro' Liquor License, for the Alley Cat Café, 31 N. Saginaw.
14. Resolution to Vacate a portion of Highwood Blvd Right-of-Way between 3<sup>rd</sup> and 4<sup>th</sup> Avenue

### **Ordinance**

#### **Planning**

15. Introduction of an Ordinance the "City of Pontiac Tax Exemption Ordinance for Glenwood Senior Apartments located at 191 N. Glenwood Avenue (First Reading).. This is The Wallick Communities' request for a PILOT for Glenwood Senior Apartments.

### **Special Report from the Mayor**

16. Coronavirus Update from Mayor Waterman

### **Adjournment**

**#1**

**MINUTES**

March 12, 2020 Study

**Official Proceedings  
Pontiac City Council  
143<sup>rd</sup> Session of the Tenth Council**

**Call to order**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, March 12, 2020 at 12:00 p.m. by Council President Kermit Williams.

**Roll Call**

Members Present: Miller, Taylor-Burks, Waterman, G. Williams and K. Williams.

Members Absent: Carter and Pietila.

Mayor Waterman was present.

Clerk announced a quorum.

**Authorization to Excuse Councilmembers**

20-96           **Excuse Councilmembers Randy Carter and Mary Pietila for personal reasons.**

Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Miller, Taylor-Burks, Waterman, G. Williams and K. Williams

No: None

**Motion Carried.**

**Amendments to and Approval of the Agenda**

20-97           **Motion to defer items #2, 3, 7, 8, 11 and 12 until March 17, 2020.** Moved by

Councilperson Taylor-Burks and second by Councilperson G. Williams.

Ayes: Taylor-Burks, Waterman, G. Williams, K. Williams and Miller

No: None

**Motion Carried.**

20-98           **Approval of the Agenda as amended.** Moved by Councilperson Miller and second by Councilperson Waterman.

Ayes: Taylor-Burks, Waterman, G. Williams, K. Williams, and Miller

No: None

**Motion Carried.**

**Rules Suspended**

20-99           **Suspend the rules to allow the Mayor to speak on the Corona Virus.** Moved by

Councilperson Taylor-Burks and second by Councilperson G. Williams.

Ayes: Waterman, G. Williams, K. Williams, Miller and Taylor-Burks

No: None

March 12, 2020 Study

**Motion Carried.**

20-100        **Suspend the rules to add and vote on an Emergency Resolution designating the Mayor as the Emergency Management Liaison for the City of Pontiac.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

Ayes: G. Williams, K. Williams, Miller, Taylor-Burks and Waterman

No: None

**Motion Carried.**

**Resolution**

**Mayor's Office**

20-101 .        **Resolution appointing the Oakland County Emergency Management Coordinator as the Emergency Management Coordinator for the City of Pontiac and designating the Mayor as the Emergency Management Liaison.** Moved by Councilperson G. Williams and second by Councilperson waterman.

Whereas, the Emergency Management Act 390, 1976, MCL 30.409 (3), as amended, provides for planning, response, recovery and mitigation for natural and man-made disasters within the State of Michigan; and,

Whereas, the Emergency Management Act 390, 1976, MCL 30.409 (3), as amended, allows a municipality to either appoint a Municipal Emergency Management Coordinator or appoint the Coordinator of the County as the Municipal Emergency Management Coordinator; and,

Whereas, the community of the City of Pontiac desires to confirm its appointment of the Oakland County Emergency Management Coordinator as its Emergency Management Coordinator and to designate a liaison to work with the County Coordinator on all matters pertaining to emergency management, disaster preparedness and recovery assistance.

Now, Therefore, Be It Hereby Resolved by the Pontiac City Council does hereby appoint the Oakland County Emergency Management Coordinator, as the City of Pontiac's Emergency Management Coordinator, effective March 12, 2020.

Be It Further Resolved, that the Mayor, be hereby designated as the liaison to the Oakland County Emergency Management Coordinator.

Ayes: K. Williams, Miller, Taylor-Burks, Waterman and G. Williams

No: None

**Resolution Passed.**

Point of Privilege – Honorable Judge Cynthia Walker

**Approval of Minutes**

20-102        **Approve meeting minutes for March 3, 2020.** Moved by Councilperson G. Williams and second by Councilperson Taylor-Burks.

Ayes: Miller, Taylor-Burks, G. Williams, K. Williams, Carter, and Miller

March 12, 2020 Study

No: None

**Motion Carried.**

Six (6) individuals addressed the body during public comments.

**Rules Suspended**

20-103 **Suspend the rules.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Ayes: Miller, Taylor-Burks, Waterman, G. Williams and K. Williams

No: None

**Motion Carried**

**City Council**

20-104 **Motion to have clerk publish budget amendment for fiscal year 2019-2020 to allocate a total of \$50,000.00 from the General Fund's City Council budget account 101-101-808-101, District Projects, to account 101-101-804-000, Legal Services.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Waterman, G. Williams, K. Williams and Miller

No: None

**Motion Carried.**

**Adjournment**

Council President Kermit Williams adjourned the meeting at 12:56 p.m.

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GARLAND S DOYLE  
INTERIM CITY CLERK

**#2**

**RESOLUTION**

GARLAND S. DOYLE, M.P.A.

*Interim City Clerk  
FOIA Coordinator*

SHEILA GRANDISON

*Deputy City Clerk*



OFFICE OF THE CITY CLERK

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

## MEMORANDUM

TO: Honorable Mayor and City Council

FR: Garland S. Doyle, Interim City Clerk

DA: March 6, 2020

RE: Medical Marihuana Budget Amendment and Professional Expert Update

I have enclosed the resolution for a budget amendment to the Medical Marihuana Applications Dept 255. These amendments are necessary for the Clerk to obtain the professional experts that were requested to assist me in my responsibilities of assessing, evaluating and scoring applications as required in Ordinance 2357(B).

Additionally, I have attached the following documents for your review.

1. Revised Budget
2. Provisioning Center Application Fee Calculation
3. City Clerk Medical Marihuana Application Review Roles and Responsibilities
4. City Departments Marihuana Application Review Roles and Responsibilities
5. Medical Marihuana Application Appeals Diagram
6. The Planning Advisor to the City Clerk (Giffels Webster, a Professional Planning Firm Corporate Profile)
7. The Bios of the Giffels Webster Team that will be Working with the City Clerk
  - a. Jill Bahm, AICP, Partner
  - b. Eric Fazzini, AICP, CNU-A, Senior Planner
  - c. Joe Tangari, AICP, Senior Planner
8. Giffels Webster Agreement for Professional Services

Thank you

## Resolution of the Pontiac City Council



Whereas, the City of Pontiac timely approved the FY 2019-2020 budget on June 25, 2019; and

Whereas, the adopted FY 2019-2020 General Fund (101) includes Medical Marihuana Applications Dept (255); and

Whereas, the City of Pontiac received its first medical marihuana application on August 8, 2019; and

Whereas, the 21 day application period for provisioning centers was January 6-27, 2020. The City received 103 provisioning center applications. As of March 6, 2020, the City has received a total of 108 medical marihuana applications including 3 grower, 1 processor and 1 secure transporter applications; and

Whereas, budget amendments to the Medical Marihuana Applications Dept (255) are necessary to begin the medical marihuana application review process; and

Whereas, the City Clerk is requesting that Finance change the description of 101-255-804.000 from legal services to Legal Advisor to the City Clerk; and

Whereas, the City Clerk is requesting that Finance establish the following accounts in Dept (255) account 101-255-702.000 salaries and wages; account 101-255-727.000 office supplies; account 101-255-728.000 postage; account 101-255-731.003 computer equipment; account 101-255-804.001 legal services-hearing officer policies and procedures; account 101-255-816.019 Prof Serv- Planning Advisor to the City Clerk; account 101-255-942.002 copier supplies; and

Whereas, the City Clerk is requesting to transfer \$97,269.78 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following accounts: 101-255-702.000 salaries and wages \$2811.90; 101-255-727.000 office supplies \$1900; 101-255.728.000 postage \$100; 101-255-731.003 computer equipment \$100; 101-255-816.009 Prof Serv Planning Advisor to the City Clerk \$92,257.88; 101-255-942.002 copier supplies \$100; and

Whereas, the City Clerk is requesting to transfer \$17,208.18 from 101-255-804.018 legal services to the following accounts: 249-371-818.000 Building \$7675.56; 101-458-818.000 Police \$8985.60; 101-206-818.000 Finance/Income Tax \$238.14; 101-253-818.000 Finance/Treasury \$308.88; and

Whereas, the City Clerk is requesting to transfer \$29,900 from 101-255-816.008 Prof Serv-Hearing Officer to the following accounts: 101-255-804.000 Legal Advisor to the City Clerk \$15,657.88; 101-255-804.001 Legal Services-Hearing Officer policies and procedures \$2500; 101-255-816.009 Prof Serv-Planning Advisor to the City Clerk \$11,742.12

Whereas, these budget amendments will provide the funding for the Clerk to obtain the professional expert assistance that he needs to begin the review process of medical marihuana applications; and

Whereas, section 5.106 of the Charter states "after adoption of the appropriations ordinance, and upon at least one week's notice in a newspaper of general circulation in the City, the Council by a resolution of five members, may amend such ordinance to authorize the transfer of an unused balance appropriated for one purpose to another purpose, or to appropriate available revenues not previously appropriated."; and

Now therefore, be it resolved that the City Council hereby approves a budget amendment for fiscal year 2019-2020 to change the description of 101-255-804.000 from legal services to Legal Advisor to the City Clerk; establish the following accounts in Dept (255) account 101-255-702.000 salaries and wages; account 101-255-727.000 office supplies; account 101-255-728.000 postage; account 101-255-731.003 computer equipment; account 101-255-804.001 legal services-hearing officer policies and procedures; account 101-255-816.019 Prof Serv- Planning Advisor to the City Clerk; account 101-255-942.002 copier supplies; transfer \$97,269.78 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following accounts: 101-255-702.000 salaries and wages \$2811.90; 101-255-727.000 office supplies \$1900; 101-255.728.000 postage \$100; 101-255-731.003 computer equipment \$100; 101-255-816.009 Prof Serv Planning Advisor to the City Clerk \$92,257.88; 101-255-942.002 copier supplies \$100; transfer \$17,208.18 from 101-255-804.018 legal services to the following accounts: 249-371-818.000 Building \$7675.56; 101-458-818.000 Police \$8985.60; 101-206-818.000 Finance/Income Tax \$238.14; 101-253-818.000 Finance/Treasury \$308.88; and transfer \$29,900 from 101-255-816.008 Prof Serv-Hearing Officer to the following accounts: 101-255-804.000 Legal Advisor to the City Clerk \$15,657.88; 101-255-804.001 Legal Services-Hearing Officer policies and procedures \$2500; 101-255-816.009 Prof Serv-Planning Advisor to the City Clerk \$11,742.12.

Budget Report for City of Pontiac

| GL Number   | Description   | 2019-20<br>BUDGET | 2019-20<br>Amended BUDGET | 2020-21<br>BUDGET | TOTAL         |
|---|---|-------------------|---------------------------|-------------------|---------------|
| <b>Dept 255 - MEDICAL MARIHUANA APPLICATIONS</b>            |   |                   |                           |                   |               |
| <b>PERSONNEL SERVICES</b>                                   |   |                   |                           |                   |               |
| 101-255-702.000   | Salaries & Wages (Special Asst to City Clerk @ 10 hrs a week) |                   | \$ 2,811.90               | \$ 8,438.10       | \$ 11,250.00  |
| <b>SUPPLIES</b>   |   |                   |                           |                   |               |
| 101-255-727.000   | Office Supplies*  |                   | \$ 1,900.00               | \$ 100.00         | \$ 2,000.00   |
| 101-255-728.000   | Postage*  |                   | \$ 100.00                 | \$ 400.00         | \$ 500.00     |
| 101-255-731.003   | Computer Equipment*   |                   | \$ 100.00                 | \$ 400.00         | \$ 500.00     |
| <b>OTHER SERVICES AND CHARGES</b>                           |   |                   |                           |                   |               |
| 101-255-804.000   | Legal Services - Legal Advisor to CC                          | \$ 10,500.00      | \$ 26,157.88              | \$ 83,842.12      | \$ 110,000.00 |
| 101-255-804.001   | Legal Services- Hearing Officer Rules*                        |                   | \$ 2,500.00               |                   | \$ 2,500.00   |
| 101-255-804.018   | Legal Services - Giarmarco Mullins                            | \$ 50,000.00      | \$ 32,791.82              | \$ 17,208.18      | \$ 50,000.00  |
| 101-255-816.006   | PROF. SERV - MED MARIHUANA APPLICATIONS*                      | \$ 8,395.00       | \$ 8,395.00               |                   | \$ 8,395.00   |
| 101-255-816.007   | PROF. SERV - FINANCIAL ADVISOR TO CC                          | \$ 120,000.00     | \$ 22,730.22              | \$ 52,269.78      | \$ 75,000.00  |
| 101-255-816.008   | PROF. SERV - HEARING OFFICER                                  | \$ 30,000.00      | \$ 100.00                 | \$ 24,540.00      | \$ 24,640.00  |
| 101-255-816.009   | PROF. SERV - Planning Advisor to CC                           |                   | \$ 104,000.00             | \$ 73,675.00      | \$ 177,675.00 |
| 101-255-851.000   | SERVICES - COMMUNICATIONS-TELEPHONE                           |                   |                           |                   |               |
| 101-255-852.010   | SERVICES - CABLE TV/INTERNET                                  |                   |                           |                   |               |
| 101-255-902.004   | Ordinances*   |                   |                           | \$ 100.00         | \$ 100.00     |
| 101-255-902.005   | Public Notices*   |                   |                           | \$ 100.00         | \$ 100.00     |
| 101-255-942.002   | COPIER SUPPLIES*  |                   | \$ 100.00                 | \$ 100.00         | \$ 200.00     |
| 249-371-818.000   | Building  |                   | \$ 7,675.56               | \$ 23,026.68      | \$ 30,702.24  |
| 101*458-818.000   | Police  |                   | \$ 8,985.60               | \$ 26,956.80      | \$ 35,942.40  |
| 101-206-818.000   | Finance/Income Tax  |                   | \$ 238.14                 | \$ 714.42         | \$ 952.56     |
| 101-253-818.000   | Finance/Treasury  |                   | \$ 308.88                 | \$ 926.64         | \$ 1,235.52   |
|   | DPW/WRC   |                   |                           | \$ 22,088.16      | \$ 22,088.16  |
| <b>Totals for Dept 255 - MEDICAL MARIHUANA APPLICATIONS</b> |   | \$ 218,895.00     | \$ 218,895.00             | \$ 334,885.88     | \$ 553,780.88 |

new items and budget increases in red

Medical Marihuana Application Fees (108 x \$5000.00)

\$ 540,000.00

\*start up cost

total start up costs

\$ 14,295.00

Giarmarco Mullins Legal Expenses as of March 6, 2020 \$19,760.90

Medical Marijuana Provisioning Center Application Fee calculation

3/5/2020 Updated Clerk

Procedure: Hours and tasks were reviewed with personnel from various departments of the City. Hours are an average per facility - some facilities and applications with supporting documentation may be much larger than others and require more review and inspection. Rates were determined based on salaries of employees or average hourly rate of 3rd party contractors most recent contract.

Application Fee \$5,000.00

| Department   | Avg Hours per task                | Rate      | Fee        |
|--|-----------------------------------|-----------|------------|
| <b>Planning</b>  |                                   |           |            |
| Planning Advisor Review of the items below per application   | 15.00                             | \$ 115.00 | \$1,725.00 |
| Detriment to resident safety   |                                   |           | \$0.00     |
| System for communicating potential safety threats to neighborhood residents  |                                   |           | \$0.00     |
| Plan for securing facility including surveillance  |                                   |           | \$0.00     |
| Agreements with law enforcement or private security company to ensure area safety  |                                   |           | \$0.00     |
| Consistency with neighborhood land use   |                                   |           | \$0.00     |
| Efforts to ensure character of neighborhood maintained   |                                   |           | \$0.00     |
| Plan to ensure product and materials are kept away from minors   |                                   |           | \$0.00     |
| Partnerships with community organizations to mitigate negative effects   |                                   |           | \$0.00     |
| Partnerships with area businesses to mitigate issues   |                                   |           | \$0.00     |
| Effect on traffic patterns   |                                   |           | \$0.00     |
| Availability of adequate parking near facility   |                                   |           | \$0.00     |
| Whether parking is exclusive to facility or share with other businesses  |                                   |           | \$0.00     |
| Availability of facility managers to address community concerns  |                                   |           | \$0.00     |
| Promptness in responding to community concerns   |                                   |           | \$0.00     |
| Physical improvements to building  |                                   |           | \$0.00     |
| Capital investment in building and time for completion   |                                   |           | \$0.00     |
| Impact on traffic  |                                   |           | \$0.00     |
| Plan for ensuring uninterrupted street access  |                                   |           | \$0.00     |
| Effect on noise level  |                                   |           | \$0.00     |
| Efforts to control facility area and eliminate loitering   |                                   |           | \$0.00     |
| Mitigation of odor effects   |                                   |           | \$0.00     |
| Technology in place to mitigate odors  |                                   |           | \$0.00     |
| Proximity to other structures  |                                   |           | \$0.00     |
| More than 1,000 feet from operational public or private school   |                                   |           | \$0.00     |
| More than 500 feet from operational commercial childcare organization, public park with playground equipment, or religious institution |                                   |           | \$0.00     |
|  | <b>TOTAL:</b>                     |           | \$1,725.00 |
| <b>Building</b>  |                                   |           |            |
| Review Floor plans of the medical marijuana facility, as well as a site survey.  | 2.00                              | \$71.07   | \$142.14   |
| Review Building elevations and description of all exterior elevation of the proposed medical Marijuana facility                        | 2.00                              | \$71.07   | \$142.14   |
|  | <b>TOTAL BUILDING INSPECTION:</b> |           | \$284.28   |
| <b>Fire</b>  |                                   |           |            |
|  |                                   |           | \$0.00     |
|  | <b>TOTAL FIRE:</b>                |           | \$0.00     |
| <b>Police</b>  |                                   |           |            |
| Review Medical Marijuana Facility Security Plan  | 5.00                              | \$66.56   | \$332.80   |
|  | <b>TOTAL POLICE:</b>              |           | \$332.80   |
| <b>Professional Expert - Financial Advisor to City Clerk</b>   |                                   |           |            |
| Sec. 8(c)(6) (Business Plan)/Sec. 8(c)(13) (Business Goals and Objectives)   | 3.00                              | \$60.00   | \$180.00   |
| Sec. 8(c)(7) (Ownership Structure)   | 0.25                              | \$60.00   | \$15.00    |
| Sec. 8(c)(8) (Organization Chart)  | 0.25                              | \$60.00   | \$15.00    |
| Sec. 8(c)(9) (Marketing, Advertising and Business Promotion Plan)  | 1.00                              | \$60.00   | \$60.00    |

| Department  | Avg Hours<br>per task | Rate     | Fee               |
|---|-----------------------|----------|-------------------|
| Sec. 8(c)(10) (Planned Tangible Capital Investment)/Sec. 8(c)(12) (Financial Structure and Financing)/Sec 8(c)(24) (Verification of Minimum Capitalization)   | 3.00                  | \$60.00  | \$180.00          |
| Sec. 8(c)(11) (Economic Benefits/Job Creation)  | 2.00                  | \$60.00  | \$120.00          |
| Sec. 8(c)(22) (Inventory and Recordkeeping Plan)  | 2.00                  | \$60.00  | \$120.00          |
| <b>TOTAL PROFESSION EXPERT - FINANCIAL ADVISOR:</b>   |                       |          | \$690.00          |
| <b>Finance/Income Tax</b>   |                       |          |                   |
| Sec 8(c)(23) No default to the City   | 0.25                  | \$35.27  | \$8.82            |
| <b>TOTAL FIANANCE/INCOME TAX:</b>   |                       |          | \$8.82            |
| <b>Finance/Treasury</b>   |                       |          |                   |
| Sec 8(c)(23) No default to the City   | 0.25                  | \$45.75  | \$11.44           |
| <b>TOTAL FINANCE/TREASURY:</b>  |                       |          | \$11.44           |
| <b>Department of Public Works/WRC</b>   |                       |          |                   |
| Review facility sanitation plan   | 2.00                  | \$51.13  | \$102.26          |
| Review for industrial discharge   | 2.00                  | \$51.13  | \$102.26          |
| <b>TOTAL DEPARTMENT OF PUBLIC WORKS/WRC:</b>  |                       |          | \$204.52          |
| <b>Professional Expert - Legal Advisor to City Clerk</b>  |                       |          |                   |
| Review training and education plan that the applicant will provide to all employees   | 0.50                  | \$250.00 | \$125.00          |
| Review criminal background report of the applicant's criminal history   | 0.25                  | \$250.00 | \$62.50           |
| Scoring Team Review   | 3.25                  | \$250.00 | \$812.50          |
| <b>TOTAL PROFESSIONAL EXPERT - LEGAL ADVISOR:</b>   |                       |          | \$1,000.00        |
| <b>Office of the City Clerk</b>   |                       |          |                   |
| <b>City Clerk</b>   |                       |          |                   |
| Section 8(c)(15) community outreach and education strategies  | 3.00                  |          | \$0.00            |
| Section 8(c)(16) charitable plans   | 2.00                  |          | \$0.00            |
| <b>Special Assistant to the City Clerk</b>  |                       |          |                   |
| Review proof of ownership of the entire premises where in the medical merijuana facility is to operated; or written consent from the property owner for the use of the premises and a manner requiring licensure under this ordinance along with a copy of the lease for the premises | 0.25                  | \$23.29  | \$5.82            |
| Review LARA application documents   | 0.25                  | \$23.29  | \$5.82            |
| Review proof of an adequate premises liability and casualty insurance policy in the amount not exceeding the requirments addressed in the Medical Marijuana Facilities Licensing Act or applicable State laws   | 0.75                  | \$23.29  | \$17.47           |
| Review affidavit that the transfer of Marijuana to and from the medical marijuana facilities shall be in compliance with the MMMA and the Medical Facilites Licensing Act or other applicable State Laws  | 0.50                  | \$23.29  | \$11.65           |
| Review application in its entirety and certify all required materials have been presented and approved by various departments of the City   | 3.00                  | \$23.29  | \$69.87           |
| Section 8(c)(23) No default to the City Review for 50th District Court  | 0.50                  | \$23.29  | \$11.65           |
| Prepare applications for appeals with hearing officer and/or commission   | 0.50                  | \$23.29  | \$11.65           |
| Prepare permits or denial letters   | 0.25                  | \$23.29  | \$5.82            |
| <b>TOTAL OFFICE OF THE CITY CLERK:</b>  |                       |          | \$139.74          |
| <b>Hearing Officer</b>  |                       |          |                   |
| Section 16 appeal review  | 4.00                  | \$70.00  | \$280.00          |
| <b>TOTAL HEARING OFFICER:</b>   |                       |          | \$280.00          |
| <b>City Attorney</b>  |                       |          |                   |
| Review any legal questions related to applications that arise   | 2.65                  | \$125.00 | \$331.25          |
| <b>TOTAL CITY ATTORNEY:</b>   |                       |          | \$331.25          |
| <b>TOTAL ESTIMATED ADMINISTRATIVE COST TO REVIEW AND APPROVE APPLICATION (COST PER APPLICATION)</b>   |                       |          | <b>\$5,007.85</b> |

**City Employee Position**

Planning Manager  
City Clerk  
Treasurer  
DPW Director  
Income Tax Director  
Special Assistant to the City Clerk

| Salary      | FICA (7.65%) | Hours   | Rate per hour |
|-------------|--------------|---------|---------------|
| \$88,400.00 | \$6,762.60   | 2080.00 | \$45.75       |
| \$90,000.00 | \$6,885.00   | 2080.00 | \$46.58       |
| \$88,400.00 | \$6,762.60   | 2080.00 | \$45.75       |
| \$98,800.00 | \$7,558.20   | 2080.00 | \$51.13       |
| \$68,140.00 | \$5,212.71   | 2080.00 | \$35.27       |
| \$45,000.00 | \$3,442.50   | 2080.00 | \$23.29       |

**3rd party contractors**

Wade Trim - Building and Safety (on average 11 full time employees)  
Oakland County Sheriff (Contract 2019 - Patrol Investigator, no fill. 18 officers at 2,080 houses)  
Fire Inspector - assume same rate as Wade Trim. Could not determine based on contract.  
Financial Advisor to City Clerk  
Legal Advisor to City Clerk  
Hearing Officer

| Annual Contracts | Hours    | Rate per hour |
|------------------|----------|---------------|
| \$1,626.00       | 22880.00 | \$71.07       |
| \$2,492.00       | 37440.00 | \$66.56       |
|                  |          | \$60.00       |
|                  |          | \$250.00      |
|                  |          | \$70.00       |

**Medical Marihuana Application Review  
Roles and Responsibilities for the City Clerk**

- 1) Responsible for accepting applications; reviewing grower, processor, secure transporter, and safety compliance applications; awarding Medical Marihuana permits and appointing a hearing officer to hear appeals.
- 2) The Clerk shall assess, evaluate, score and rank each application based upon a scoring and ranking procedure developed by the clerk. (Ordinance 2357(B) Section 9(f))
- 3) The City Clerk may engage professional expert assistance in performing the Clerk's duties and responsibilities under this ordinance (Ordinance 2357(B) section 9(j))

**City Clerk**

**Special Assistant to the  
City Clerk**

The City Clerk will score the following Provisioning Center Application sections:  
 Content and Sufficiency of Information  
 Background Information subcategory 9(f) (1)  
 Community Development subcategory 9(f) (1)  
 Philanthropic and Community Improvement 9(f) (7)

**Professional Experts**

**Financial Advisor**

Financial Advisor to the City Clerk  
 Sherman J. Taylor, JD CPA, SRT  
 Consulting, LLC

**Application Sections to Review**  
 Content and Sufficiency  
 Financial Background subcategory 9(f) (1)  
 Economic Benefits subcategory 9(f) (1)  
 Managerial Resources 9(f) (4)  
 Financial Resources 9(f) (5)

**Planning Advisor**

Planning Advisor to the City Clerk Giffels  
 Webster  
 Jill Bahm, AICP, Partner  
 Eric Fazzini, AICP, CNU-A , Senior Planner  
 Joe Tangari, AICP, Senior Planner

**Application Sections to Review**  
 Content and Sufficiency of Information  
 Facility subcategory 9(f) (1)  
 Land Use 9(f) (2)  
 Community Impact 9(f) (3)  
 Physical Improvements 9(f) (8)

**Legal Advisor**

Legal Advisor to the City Clerk  
 (TBD)

**Application Sections to Review**  
 Content and Sufficiency  
 Patient Education subcategory  
 9(f) (1)

**Compliance Review**

**Building Consultant**

Wade Trim

**Application Sections to  
Review**  
 Content and Sufficiency  
 Facility subcategory 9(f)(1)

Medical Marihuana Application Review  
Roles and Responsibilities for City Departments

Mayor

City Departments

**Planning**

Section 9(b) (2)

**Building**

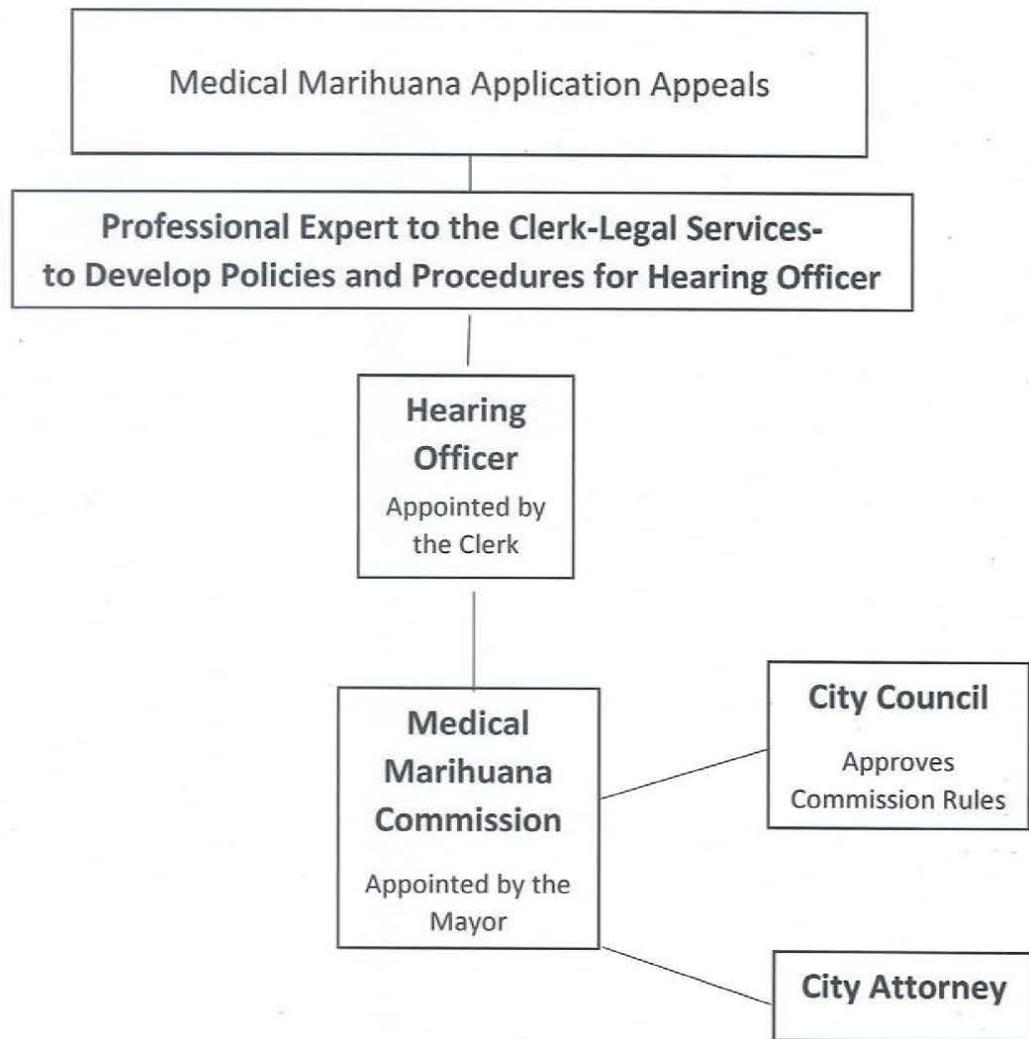
Section 9(b) (1)  
Section 9(b) (2)

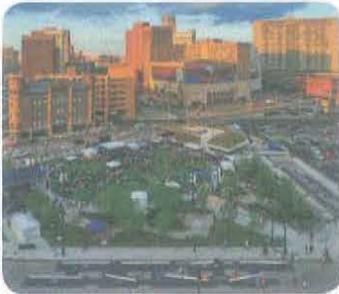
**Fire**

Section 8(c) (31)  
Section 9(b) (1)

**Sheriff**

Section 8(c) (17)





**QUICK FACTS**

**FOUNDED**  
1952

**MARKETS**  
Public works  
Transportation  
Healthcare  
Education  
Retail  
Office/Industrial  
Facilities Management  
Urban Redevelopment  
Parks/Trails  
ADA Compliance  
Federal

**SERVICES**  
Civil Engineering  
Municipal Consulting  
Planning  
Land Development Consulting  
Landscape Architecture  
Environmental Consulting

**CONTACT**  
313.962.4442  
www.giffelswebster.com

**Corporate Introduction**

Giffels Webster is a community planning, civil engineering, and land surveying firm that provides professional services to public, private, and institutional clients. Our primary business revolves around the natural resources of land and water, along with the infrastructure that is necessary to effectively utilize these resources for human needs. For over 65 years, we have been fortunate to provide professional support to thousands of clients. This strong client base, coupled with our community involvement, has been instrumental in the development of improved procedures and reasonable fees while assuring the stability and continued growth of our firm.

In 2016, Giffels Webster acquired Clearzoning, a planning and zoning consultant, to broaden our community-building solutions through additional expertise and proprietary processes. The harmonization of the companies has broadened Giffels Webster's leadership in planning, zoning and project implementation.

Collectively, our planning team has over 100 years of experience assisting communities with zoning & form-based codes, traffic & parking studies, website consulting, economic development plans, and a wide range of long-range planning services, including master plans, recreation plans, downtown development plans, and tax increment financing plans. Giffels Webster is at the forefront of developing clear and user-friendly zoning ordinances. Our Clearzoning® product reorganizes zoning and other development regulations for greater efficiency, identifies and resolves conflicting regulations, and provides a significant "health check-up" for zoning codes.



## Jill Bahm, AICP Partner

Jill Bahm is a Partner at Giffels Webster and has a broad planning background that includes work in both the public and private sector. Jill's municipal experience as a city planner and DDA executive director, combined with her commercial real estate experience, design, marketing and promotional skills, allows her the opportunity to assist clients with a variety of projects. Jill also enjoys exploring how new technologies can be used to engage the public and improve service delivery. Jill serves on the Main Street Oakland County Advisory Board and the Michigan Association of Planning Information & Education Committee.

### YEARS OF EXPERIENCE

22

### EDUCATION

Master of Urban and Regional  
Planning, University of Michigan

Bachelor of Arts in  
Communications/English,  
University of Michigan

Form-based Code Institute,  
Alumnus

National Charrette Institute, Core  
Level Certificate

### CERTIFICATIONS

American Institute of Certified  
Planners (American Planning  
Association)

Michigan Association of  
Planners

### SPECIAL EXPERTISE

Downtown Development  
Land Use/Planning  
Zoning  
Review Process  
Public Engagement  
Design  
Placemaking  
Training/Education

### Land Use Planning

Master Plan Update (2019), Rochester Hills  
Comprehensive Plan (2018), Brighton  
Capital Improvement Plan (2018), St. Johns  
Capital Improvement Plan (2018), Lathrup Village  
Comprehensive Development Plan (2018), DeWitt Twp  
Comprehensive Plan (2017), City of Croswell  
Tech Village Master Plan / Framework Study (2016), Grand Blanc Twp  
Master Plan Amendment (2018), Bloomfield Twp  
Downtown Master Plan (2015), City of Clawson  
Master Plan (2014), City of Lathrup Village

### Recreation Planning

Recreation Plan (2018-2022), City of Sylvan Lake  
Recreation Plan (2018-2022), City of Brighton  
Recreation Plan (2017-2021), Grand Blanc  
Recreation Plan (2017-2021), City of Croswell  
Recreation Plan (2016-2020), City of Lathrup Village  
Recreation Plan (2016-2020), China Twp  
General Management Plans (2008-2016), State of Michigan DNR  
Michigan Natural Resources Trust Fund Grant Application Assistance (2018), White Lake Twp (\$1.4M Awarded)

### Zoning

Sign Ordinance, City of Ann Arbor (2018-2019)  
Zoning Code Update (2017), City of Brighton  
Tech Village Form-based Code (2017), Grand Blanc Twp  
Downtown Zoning Updates (2017), City of Clawson  
Zoning Ordinance Audit (2016), Grand Blanc Twp  
Zoning Ordinance Audit (2015), City of Flint  
Zoning Ordinance Audit (2015), City of Brighton  
Zoning and Municipal Code (2014-2015), Watertown Township  
Zoning Ordinance and Form-based Districts (2012), City of Ruston, Louisiana  
Zoning Ordinance and Form-based Districts (2011), City of Lathrup Village  
Township Center District Zoning (2015), West Bloomfield Twp  
Sign Ordinance Update, West Bloomfield Twp

### Economic Development

Technology Village Marketing Materials (2017), Grand Blanc Twp  
Economic Development Strategy (2014), City of Wixom  
Redevelopment Ready Best Practices in Zoning and Development Review - Training Program (2013-2014), Michigan  
Economic Development Corporation  
Tax Increment Finance Plan Assistance (2014), City of Farmington Hills  
Tax Increment Finance Plan (2012), Ferndale Downtown Development Authority

### Ongoing Planning Services

City of Bloomfield Hills  
City of Brighton  
China Twp  
City of Lathrup Village  
City of Sylvan Lake  
City of Clawson



## Eric Fazzini, AICP CNU-A Senior Planner

### YEARS OF EXPERIENCE

11

### EDUCATION

Bachelor of Science  
Urban and Regional Planning  
Michigan State University

### CERTIFICATIONS

Congress for the New Urbanism  
Accredited  
University of Miami School of  
Architecture  
2012-present

### MEMBERSHIP

Young Leaders Group  
Member – ULI Michigan  
2019-present

Eric Fazzini is a Senior Planner at Giffels Webster. He received a B.S. in Urban and Regional Planning from Michigan State University in 2007. Eric recently began working for Giffels Webster after working as a planner for 10 years in metropolitan Indianapolis and Cincinnati. During his time in the Hamilton County (Cincinnati), Ohio, Planning and Development Department, Eric expanded his professional development to include greater involvement in township land use policy and zoning administration, persuasive writing, the politics of the development approval process, and adoption and implementation of zoning text amendments in a developed county. During this time, Eric also became an accredited member of the Congress for New Urbanism through the University of Miami School of Architecture in 2012.

During his time in the Hendricks County (Danville), Indiana, Planning and Building Department, Eric gained his initial experience handling day-to-day planning intake work, monthly zoning and subdivision work, GIS mapping, and other functions. The majority of this work involved subdivision and greenfield commercial growth as the county is adjacent to Indianapolis and was the second-fastest growing in the state at the time. Eric was also involved in the implementation of a new zoning ordinance done by local architecture firm Ratio Architects, which provided Eric with substantial experience in planning-related design and architectural review and an understanding of the important relationship between architecture and planning. Lastly, working at the subdivision administration level at the end of the housing boom of the 2000's allowed Eric to gain experience in subdivision layouts, simple policy standards that lead to better vehicular and pedestrian connectivity, and the eventual connectivity issues that arise at the square mile level between unrelated subdivisions and other uses.

During his time at Michigan State University, Eric's capstone planning course was devoted to producing a group master plan trail planning and development study for a broken trail connection through a neighborhood-scale industrial area shared by the City of Grand Rapids, Michigan, and the City of Walker, Michigan, known as GrandWalk. The focus of the plan was a potential non-motorized trail along an abandoned railway corridor and a small creek. Upon completion of the plan, it was successfully presented to clients, Right Place, Inc., a Grand Rapids economic development agency, and the MSU Kent County Extension office. The plan went on to share the Michigan Association of Planning's Outstanding Student Planning Project award in 2007.

### Plans and Special Studies

2019 Master Plan Update – Clay Twp  
2019 Master Plan Graphics Update – City of Kentwood  
Ongoing Private Development Master Plan Assistance – Detroit

### Ongoing Planning Services

China Twp (2018-present)  
Bruce Twp (2018-present)  
Chesterfield Twp (2019-present)  
City of Sylvan Lake (2018-present)  
Village of Bingham Farms (2018-present)  
Clay Twp (2018-present)  
New Baltimore (2018-present)

### Zoning and Other Ordinance Work

Zoning Ordinance Amendments – City of Brighton  
Zoning Ordinance Amendments – Shelby Twp  
Zoning Ordinance Amendments – Texas Twp



## Joe Tangari, AICP Senior Planner

Joe Tangari is a Senior Planner at Giffels Webster. He received a Master of Urban Planning degree from Wayne State University with a concentration in Managing Metropolitan Growth, and a B.A. in Music Business from Berklee College of Music.

Joe is dedicated to improving opportunities for public input, achieving clarity in zoning ordinance language and illustrations, pursuing innovative planning concepts, and providing informative development reviews to guide planning commission decision-making. He enjoys the day-to-day challenges of community planning and economic development.

At Giffels Webster, Joe has conducted development reviews, drafted form-based zoning districts, created master plan and zoning graphics using SketchUp, developed historic district design standards, participated in master plan and recreation plan updates, helped build municipal websites, and facilitated public input via community meetings and surveys. Communities he has served include small towns, rural townships, inner ring cities, and suburbs. He has also served as an instructor for the Michigan Economic Development Corporation's workshops on improving review processes and amending zoning ordinances.

During his time in the City of Hazel Park Department of Planning and Community Development, Joe gained experience working with limited resources and built a deep understanding of the challenges facing modern city governments.

### YEARS OF EXPERIENCE

6

### EDUCATION

Master of Urban Planning  
Wayne State University

Bachelor of Arts  
Music Business  
Berklee College of Music

### Plans and Special Studies

2015 Master Plan Update, Marshall  
2015 Master Plan Update, Gladstone  
2015 Master Plan Update, Armada Twp  
2015 Master Plan Update, Bingham Farms  
2016 Downtown Master Plan, Clawson  
2016 NextSteps for Downtown Assessment, Mount Clemens  
2016 Master Plan Update: Implementation Guide, Lexington  
2016-2021 Recreation Plan, Ira Township  
2016 Corridor Zoning Study, Ruston, LA  
2016 Master Plan Update, Novi  
2018 Comprehensive Plan, Brighton  
River Raisin National Battlefield 2017 Cooperative Land Management Plan  
Bloomfield Hills (2017-present)

### Ongoing Planning Services

Bruce Twp (2018-present)  
Casco Twp (2018-present)  
Farmington Hills (2015-present)  
Ira Twp (2014-present)  
Columbus Twp (2014-present)  
Armada Twp (2014-present)

### Zoning & Other Ordinance Work

Technology Village Form-based Zoning Districts, Grand Blanc Twp  
Sign Ordinance, Farmington Hills  
Zoning Ordinance Audit, Manistee  
Zoning Ordinance Audit, Brighton  
Clearzoning & Audit, Ira Twp  
Clearzoning & Audit, Columbus Twp  
ClearCode, Columbus Twp  
Steamboat Springs, CO Zoning Ordinance: New Format & Amendments

### Other Planning Work

Instructor, MEDC Best Practices 2 & 3  
Website Design Consulting, Casco Twp  
Website Design Consulting, Columbus Twp  
Historic District Design Guidelines, Fairmont, WV



# AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is effective as of Date, between Giffels Webster located at 28 W. Adams Street, Suite 1200, Detroit, MI 48226 and the following person or entity ("Client"):

Client name and address: City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342

Client contact and phone no: Garland Doyle  
Interim City Clerk Email [gdoyle@pontiac.mi.us](mailto:gdoyle@pontiac.mi.us)  
(o) 248.758.3200

Project Name: Provisioning Center Application Review Project No.:

The Client and Giffels Webster enter into this Agreement for certain professional consulting and related services to be provided by Giffels Webster with respect to the above Project ("Project"). The parties agree as follows:

## I. PROJECT DESCRIPTION

Professional planning services as outlined in the Scope of Services.

## II. SCOPE OF SERVICES

Giffels Webster will conduct reviews of Official Medical Marihuana Applications against applicable ordinances and planning/zoning scoring criteria based on the compensation provided in III below. This service includes reviews pursuant to the following:

1. Standards from The City of Pontiac Medical Marihuana Facilities Ordinance (Ordinance #2357B) related to planning and zoning: Sec. 8(c)(18)-(20); Sec. 8(c)(27), (30); and Sec. 9(b)(2)
2. Standards from the Zoning Ordinance specific to Medical Marihuana Facilities (as amended by Ordinance #2363)
3. Additional official applications and informational packets as provided by the city.

Additional services, including phone and in-person meetings and/or additional development reviews are available upon request by the city.

## III. COMPENSATION

The fee associated with reviewing and scoring applications is \$1,725 per application. Additional services, including phone and in-person meetings will be charged hourly at the rates provided in Exhibit A | Billing Rate Schedule. Additional development review services, including site plan review, are available upon request by the city and associated fees are provided in Exhibit B | Development Review Fee Rate Schedule.

## IV. TERMS AND CONDITIONS

### a. REIMBURSABLE EXPENSES

Giffels Webster's fees outlined above do not include reimbursable expenses, which include: shipping, handling, postage and delivery fees, out of town travel, outside reproduction (drawings, reports or other deliverables not being used internally by Giffels Webster for the completion of our effort) and subconsultant costs (if not expressly included in the Scope of Services). Routine copies for memos, brief reports, and reviews are included in the retainer and or review fees, as

applicable, and are not charged as expenses. The Client agrees to reimburse Giffels Webster for reimbursable expenses at cost plus 15%.

**b. INVOICING**

Time and expense portions of this Agreement will be invoiced in accordance with Exhibit A | Billing Fee Rate Schedule and III. Compensation (above). Flat fees will be invoiced upon completion of application reviews.

Giffels Webster reserves the right to add a 10% late fee if payment is not received within 30 days of the date of the invoice and may suspend and terminate work under this Agreement upon failure of the Client to pay invoices as due. The Client agrees to review invoices upon receipt and forward all requests for amendments or clarifications in writing to Giffels Webster within 30 days of the date of the invoice. Payment will be made within 15 days of the Client's receipt of clarifications or revisions agreed to as a result of such requests.

**c. STANDARD OF CARE**

All services performed by Giffels Webster will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances at the same time and in the same locality. No warranty, express or implied, is made or intended by this proposal to provide consulting services.

**d. RESPONSIBILITY FOR RESILIENT DESIGN**

The Client acknowledges that climate change may result in disruptive events that exceed the requirements of the existing codes and regulations and that Giffels Webster cannot anticipate these events. The Client agrees that Giffels Webster is not liable for changes in the environment or site that exceed existing and applicable codes if they are not identified in writing as required design or study parameters at the time the services are provided.

**e. INSURANCE**

Giffels Webster and its agents, staff and contracted consultants are protected by worker's compensation insurance. Giffels Webster has such coverage under public liability, professional liability and property damage insurance policies which it deems to be adequate. Giffels Webster shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

**f. LIABILITY**

To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Giffels Webster and Giffels Webster's officers, directors, partners, employers, agents, and contracted consultants to the Client and anyone claiming by, through or under the Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty expressed or implied, shall not exceed the limits and conditions of its insurance.

The Client and Giffels Webster waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to this Agreement, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, or disruptive climate events even if the affected party has knowledge of the possibility of such damages.

**g. DATA COLLECTION**

The means, methods and selection of technologies used in the collection of field data are at the sole discretion of Giffels Webster. The Client understands that some technologies automatically collect data that may not be required by Giffels

Webster to complete the services included in this Agreement. The Client further understands that Giffels Webster does not review data that is not directly related to the scope of services including in this Agreement, and Client agrees that Giffels Webster has no responsibility to do so and that Giffels Webster has no responsibility to advise the Client of any deficiencies that might be found if that data were reviewed.

**h. INSTRUMENTS OF SERVICE**

The Client acknowledges that Giffels Webster's drawings, plans, specifications, and other similar documents, whether in written; graphic, or electronic form, are instruments of professional service (the "Instruments") and not products. Giffels Webster and its contracted consultants shall be deemed the authors and owners of their respective Instruments and shall retain all common law, statutory and other reserved rights, including copyrights and trademarks. Upon full payment of Giffels Webster's compensation for this Project, ownership of the following shall be transferred to the Client: Review letters associated with the scope described in this agreement.

**i. ASSIGNMENT**

Neither the Client nor Giffels Webster may delegate or assign its duties or rights under this Agreement without the written consent of the other party, such consent not to be unreasonably withheld.

**j. DELAYS**

If Giffels Webster is delayed at any time in the progress of the services by any reason beyond its control, including any act or omission of the Client, by any act or omission of a contractor or by adverse weather or other conditions not reasonably anticipated, the time for completion of the services shall be extended by a time equal to the time of such delay and an equitable adjustment in Giffels Webster's fee shall be made as may be reasonable under the circumstances.

**k. CHANGES TO THE AGREEMENT**

The Client and Giffels Webster agree that the discovery of unanticipated or changed conditions may require a renegotiation of the Scope of Services, or termination of the Agreement. Furthermore, changes in the scope of the project or to any of the assumptions used in the preparation of the Agreement may also require a renegotiation of the Scope of Services. In the event that the Agreement is changed, Giffels Webster shall be entitled to an appropriate adjustment in schedule and compensation. If renegotiated terms cannot be agreed to, the Client agrees that Giffels Webster has the right to terminate this Agreement.

**l. TERMINATION**

Either party may terminate this Agreement on at least 30 days written notice to the other. In the event of termination, Giffels Webster shall be paid for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement. The Client shall also reimburse Giffels Webster for all termination expenses.

**m. RECOVERY OF COSTS**

In the event that legal action is brought by either party against the other in the courts (including an action to enforce or interpret any aspect of this Agreement), the prevailing party shall be reimbursed by the other for the prevailing party's legal cost, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees, and other documented expenses.

**n. CONFLICT OF INTEREST**

Giffels Webster agrees to the terms of The Client's provisions for Conflicts of Interest as provided in Exhibit C | Conflict of Interest.

**o. CONFIDENTIALITY**

Giffels Webster agrees to the terms of The Client's provisions for Confidentiality as provided in Exhibit D | Confidentiality.

**V. ACCEPTANCE AND AUTHORIZATION TO PROCEED**

The Client certifies that the person executing this Agreement is authorized to sign on behalf of the Client's organization. The Client understands that this Agreement includes Exhibit A | Development Review Fee Rate Schedule, and all executed additional service requests. The Client also certifies that, if it is a business entity, it is registered and in good standing with the State of Michigan, is authorized to conduct business in Michigan and is adequately capitalized to meet the financial obligations of this Agreement. If the Client agrees with the terms of this Agreement, the Client should sign both copies of the Agreement and return one copy to Giffels Webster. Giffels Webster's receipt of the signed Agreement from the Client will constitute a written notice to proceed unless otherwise indicated in writing by the Client.

**GIFFELS WEBSTER**

**CITY OF PONTIAC**

BY: \_\_\_\_\_  
Name: Jill S Bahm  
Partner  
Date

BY: \_\_\_\_\_  
Name:  
Title:  
Date:

**EXHIBIT A  
 BILLING RATE SCHEDULE**

All work outside the scope of flat fee projects will be billed according to the following minimum rate schedule unless specific agreement is made in writing with an officer of Giffels Webster for another basis of charges. Time and material agreements will be invoiced in accordance with the rates identified below while lump sum portions of Agreements will be invoiced on a percentage completion-to-date basis.

|                                    |       |                                     |       |
|------------------------------------|-------|-------------------------------------|-------|
| Construction Inspector .....       | \$80  | Intern .....                        | \$55  |
| Senior Construction Inspector..... | \$90  | Clerical   Administrative.....      | \$40  |
| Construction Administrator.....    | \$80  | Project Assistant.....              | \$75  |
| Instrument Crew.....               | \$130 | Staff Technician.....               | \$75  |
| Survey Crew .....                  | \$165 | Project Technician.....             | \$85  |
| Staff Surveyor .....               | \$90  | Senior Technician.....              | \$95  |
| Project Surveyor .....             | \$105 | Lead Technician.....                | \$105 |
| Senior Surveyor .....              | \$115 | Staff Landscape Architect .....     | \$90  |
| Lead Surveyor.....                 | \$120 | Project Landscape Architect.....    | \$105 |
| Survey Manager.....                | \$120 | Senior Landscape Architect.....     | \$115 |
| GIS Analyst.....                   | \$85  | Lead Landscape Architect.....       | \$120 |
| GIS Specialist .....               | \$95  | Landscape Architecture Manager..... | \$120 |
| Senior GIS Specialist .....        | \$105 | Staff Engineer.....                 | \$90  |
| GIS Manager.....                   | \$120 | Project Engineer.....               | \$105 |
| <u>Staff Planner</u> .....         | \$90  | Senior Engineer.....                | \$115 |
| <u>Associate Planner</u> .....     | \$105 | Lead Engineer .....                 | \$120 |
| <u>Senior Planner</u> .....        | \$115 | Traffic Engineer .....              | \$115 |
| <u>Principal Planner</u> .....     | \$120 | Senior Traffic Engineer.....        | \$140 |
| Project Manager.....               | \$125 | Senior Project Manager.....         | \$165 |
| <u>Partner</u> .....               | \$165 |                                     |       |

Planning Staff Fees are Underlined

Notes to the Billing Rate Schedule:

1. The assignment of personnel is solely the responsibility Giffels Webster.
2. These rates include charges for computer and survey equipment, local travel, stakes, staff benefits, internal printing costs, telephone, fax and other overhead costs and profit.
3. Outside services not normally provided by Giffels Webster, and other reimbursable expenses (special equipment, printing, reproduction, printing and reproduction, out-of-town travel, shipping and subcontracted services) used for this project will be billed at cost plus 15% and are not included in the above hourly charge rates.

**EXHIBIT B**  
**DEVELOPMENT REVIEW FEE SCHEDULE**

| Development Review Fees:   | Planning Review  |
|--|--|
| Site Plan  |  |
| Residential (multi-family)   | \$1,200 + \$50 per acre or fraction thereof  |
| Non-Residential (Commercial and Industrial)  | \$1,200 + \$75/acre or fraction thereof  |
| Non-Residential (Public / Semi Public)   | \$1,100 + \$50/acre or fraction thereof  |
| Condominium (site or general) Plan   | \$900 + \$40/acre for residential and \$75/acre for non-residential plus \$325 to review Master Deed for planning issues |
| Subdivision Plat   |  |
| Tentative Preliminary  | \$800 + \$40/acre or fraction thereof  |
| Final Preliminary  | \$750 + \$20/acre or fraction thereof  |
| Final Plat   | \$350 + \$20/acre or fraction thereof  |
| Special Land Use Review  | \$800 + site plan fee  |
| Draft Special Land Use Permit following approval (if requested)  | \$350  |
| Planned Unit Development Concept Plan Review   | \$1,500 + \$75/acre or fraction thereof  |
| Planned Unit Development Final Plan Review   | \$1,500 + \$50/acre or fraction thereof  |
| Planned Unit Development Major Amendment Review  | \$1,500 + \$50/acre or fraction thereof  |
| Planned Unit Development Minor Amendment Review  | \$750 + \$25/acre or fraction thereof  |
| Planning Unit Development Agreement Review   | \$350 to review agreement for planning issues  |
| Mobile Home Park Plan  | \$700 + \$20/acre or fraction thereof  |
| Rezoning Request Review (plus site plan fee if a site plan is submitted as part of a conditional zoning request) | \$1,000 plus \$50/acre or fraction thereof   |
| Land Division  | \$250 per resulting split  |
| Land Division with Internal Road   | \$750 + \$50/lot   |
| Landscape Review   | \$250.00 plus \$15 per acre  |
| Landscape Inspection   | \$350  |
| Review Text Amendment by Others  | \$400  |
| Review of Woodlands or Natural Resource Buffer   | \$350  |
| Administrative Site Plan Review  | \$400  |
| Variance Review (Residential)  | \$250/variance, \$175 each for additional variances  |
| Determination of Use Fee   | \$200  |
| Variance Review (Non-Residential)  | \$450/variance, \$300 each for additional variances  |
| Parking Study Review   | \$500  |
| Sign Application Review  | \$150 each wall or freestanding sign   |
| <i>Review of Application After First Two Reviews</i>   | <i>50% the original fee for each additional review after 2</i>   |
| <i>Expedited Review (to process a review in 5 working days (subject to availability))</i>                        | <i>200% of standard fee</i>  |
| Project-related meetings with applicant (at applicant's request)   | \$300 at Planners' Office or \$325 at City offices for 1-hour appointment. Includes summary memo to City.                |

Development Review Fees Include Up to Two Reviews

Additional Evening Meeting Fee: \$ Hourly (\$300 minimum)

Hourly Services: \$150 per hour for planning services not covered by the fee schedule or otherwise described in the agreement.

Routine copies for memos, brief reports, and reviews are included in the retainer and or review fees, as applicable, and are not charged as expenses.

**#3**

**RESOLUTION**

## Resolution of the Pontiac City Council



Whereas, Ordinance 2357(B) the City of Pontiac Medical Marihuana Facilities Ordinance was adopted on September 12, 2018; and

Whereas, Ordinance 2357(B) Section 8 Medical Marihuana Facility Applications (d) states "all applications must be accompanied by the appropriate fee to help defray administrative costs associated with the application for the medical marihuana facility, which shall be set by a resolution adopted by council, but shall not exceed five thousand dollars (\$5,000.00) per application; and

Whereas, the City Council adopted resolution 19-37 on February 5, 2019 setting the medical marihuana application fee at five thousand dollars (\$5,000.00); and

Whereas the City of Pontiac has collected Five Hundred and Forty Thousand dollars (\$540,000.00) in medical marihuana application fees 101-000-478.001; and

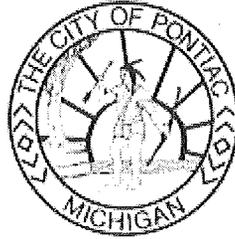
Whereas, the City Council wants to assign the \$540,000.00 to Dept 255 Medical Marihuana Applications to cover the cost of reviewing applications; and

Now therefore, be it resolved that the City Council approves the \$540,000.00 in medical marihuana application fees 101-000-478.000 to be assigned to Dept 255 Medical Marihuana Applications to cover the cost of reviewing medical marihuana facility applications.

**#4**

# **RESOLUTION**

## Pontiac City Council Resolution



**WHEREAS,** the Pontiac City Council approved the FY 2019-2020 budget on June 25, 2019; and,

**WHEREAS,** the adopted FY 2019-2020 budget included allocating \$30,000.00 to the General Fund's City Council budget account 101-101-804.000, Legal Services; and,

**WHEREAS,** on September 24, 2019, the City Council passed resolution 19-485 (5-1), to authorize Clark Hill PLC to initiate legal action on behalf of the City Council against Mayor Waterman and all other individuals necessary to enforce the City Council's express rights under the City Charter, including the right to adopt resolutions which have the effect of modifying or changing City Ordinances, and to declare the powers and responsibilities of the City Council, the mayor and the Clerk under City Charter; and,

**WHEREAS,** the budgeted funds that were allocated for legal services have been expended; and,

**WHEREAS,** City Council's budgeted funds previously allocated in the General Fund's City Council District Projects account 101-101-808.101 has suitable funds to cover any remaining unfunded balance in account 101-101-804.000, Legal Services; and,

**WHEREAS,** the City Council requests a transfer of \$50,000.00 from account 101-101-808.101, District Projects to account 101-101-804.000, Legal Services.

**NOW, THEREFORE BE IT RESOLVED** the Pontiac City Council hereby approves a budget amendment for fiscal year 2019-2020 to allocate a total of \$50,000.00, from the General Fund's City Council budget account 101-101-808.101, District Projects, to account 101-101-804.000, Legal Services.

**#5**

# **RESOLUTION**



## Financial Services – Purchasing Division



### CITY OF PONTIAC OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of Dan Ringo, Interim Director of Public Works

**DATE:** March 12<sup>th</sup> 2020

**RE:** **Resolution to Approve RNA FM to provide landscape and snow removal services according to the RFP in the amount of \$464,979.00 for landscaping and a per occurrence of \$32,536 with \$20,776 per occurrence for salting.**

The Department of Public Works is requesting that the City of Pontiac enter an agreement RNA FM for both landscape and snow removal services. RNA performs landscape, snow removal and facility services for multiple private and public entities in the region as well as other states. The Department of Public Works Al Cooley and Dan Ringo reviewed their proposal and based on the pricing and capacity make this recommendation to the Mayor. It is important to note that although the contract has been combined the pricing for the services remain separate. In this contract the city retains the ability to salt as needed on occurrence with expanded capacity through a strategic partner if necessary.

**WHEREAS,**

The Department of Purchasing combined both landscape and snow removal services into one RFP. The Department of Public Works received two bids and interviewed two vendors. The decision was made to recommend RNA FM based on their capacity and competency to handle the services as laid out in the RFP.

**NOW, THEREFORE, BE  
IT RESOLVED,**

The Pontiac City Council authorized the Mayor to enter into an as-needed agreement with RNA FM for both landscape and snow removal services for the designated areas commencing April 15<sup>th</sup> 2020.



## Financial Services – Purchasing Division

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Attachments.



RNA Facilities Management 717 W Ellsworth Ann Arbor, MI 48108

- All in Lawn Pricing: Total price **\$464,979**.
- Snow Removal pricing: The per service plowing price for the listed locations is, **\$1,049** per plowing of 2 inches, plus a salting charge of **\$1,347**. With this pricing our anticipation was to keep circling the locations until the snow fall has completed. This could mean several trips depending on the storm. A pricing structure similar to the way the last company was plowing the properties would be, **\$2,884** per plowing with salt costs remaining the same.
- Road Salting Pricing: The per service pricing for salting all of the roads contracted to us will be, **\$20,776** for the 196 lane mile route.
- Road Plow Pricing: The per service pricing for plowing and salting of all roads contracted to us will be, **\$32,536** for the 196 lane mile route.
- A per ton application cost of **\$220** will be charged for extra work requested.
- Hourly laborers will be billed at **\$37** per man per labor hour.



## Financial Services – Purchasing Division

### NOTICE

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

**Mowing Services – City Buildings, MDOT ROW, Parks, Mini Parks,  
Vacant Lots and Misc.**

**Snow Removal Services- SNOW removal, Hauling and/or Salting  
Services for the entire City of Pontiac**

If your firm plans to bid on this project, please send an e-mail response to [DRingo@pontiac.mi.us](mailto:DRingo@pontiac.mi.us) with the following information:

Firm Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Firm's Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

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



## Financial Services – Purchasing Division

### NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on **Tuesday, February 4, 2020 at 2:00 p.m.** prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

**Mowing Services – City Buildings, MDOT ROW, Parks, Mini  
Parks, Vacant Lots and Misc.**  
**Snow Removal Services- SNOW removal, Hauling and/or  
Salting**  
**Services for the entire City of Pontiac**

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by **2:00 PM, Tuesday, February 4, 2020**. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

**Mowing Services – City Buildings, MDOT ROW, Parks, Mini  
Parks, Vacant Lots and Misc.**  
**Snow Removal Services- SNOW removal, Hauling and/or  
Salting**  
**Services for the entire City of Pontiac**

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

*There will be a pre-bid meeting.*

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

Purchasing: <http://www.pontiac.mi.us/departments/finance/purchasing.php>

And at Michigan Intergovernmental Trade Network (MITN): [www.mitn.info](http://www.mitn.info)

City of Pontiac  
47450 Woodward Ave  
Pontiac, MI 48342



## Financial Services – Purchasing Division

Please refer to the website/MITN for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding this RFP, please contact Dan Ringo (248) 758-3614 or send an email to [DRingo@pontiac.mi.us](mailto:DRingo@pontiac.mi.us)

### 1. INSTRUCTIONS TO BIDDERS

#### 1.1 Bids to be Received

Sealed bids for the Mowing Services – City Buildings, MDOT ROW, Parks, Mini Parks, Vacant Lots and Misc. and Snow Removal Services- SNOW removal, Hauling and/or Salting for the entire City of Pontiac will be received at the Office of the City Clerk of the City of Pontiac, Michigan **until 2:00 PM, Tuesday, February 4, 2020**, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as “Mowing Services – City Buildings, MDOT ROW, Parks, Mini Parks, Vacant Lots and Misc. and Snow Removal Services- SNOW removal, Hauling and/or Salting Services for the entire City of Pontiac”, and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI 48342.

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

City of Pontiac  
47450 Woodward Ave  
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## Financial Services – Purchasing Division

bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

### 1.2 Examination of Bid Documents

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

### 1.3 Withdrawal of Bids

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

### 1.4 Bid Form

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

### 1.5 Basis of Award

The intention of the City is to award the contract for this job to a bidder whose skill and financial resources are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful bidder will show proof of at least five (5) years' experience in Mowing Services and SNOW Removal Services.

Award will be made to a responsive and responsible bidder whose bid is the lowest qualified bid and determined to be in the best interest of the City and in conformance with the conditions of this invitation to bid and the Purchasing Ordinance of the City.



## Financial Services – Purchasing Division

If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly.

A maximum of one award of contract will be made on a lowest qualified bid for each category described in the bid form. Bidders shall quote on all requirements of the bid document, leave no blanks, and state "No Charge" where applicable. Any Blank spaces are considered to be no offer. The City of Pontiac reserves the right to delete any item(s) from the award and reject any and all bids.

### **1.6 Bid Bond**

A One Thousand dollar (\$ 1,000.00) certified check or bid bond, executed by a surety company, is required. The Bid Bond will be released when all bids are rejected, or the City enters a contract with the lowest qualified bidder.

### **1.7 Pre-Bid Meeting**

*No pre-bid meeting will be held.*

## **2. TERMS AND CONDITIONS**

### **2.1 Laws and Municipal Ordinances, Permits**

The Bidder shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The Bidder shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

### **2.2 Non-Discrimination**

The Bidder agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as



## Financial Services – Purchasing Division

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

### 2.3 Indemnification

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

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

Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the



## Financial Services – Purchasing Division

terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

### 2.4 Jurisdictional Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Bidder consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

### 2.5 Severability

The successful Bidder will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

### 2.6 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract. Contractor is required to withhold City of Pontiac income tax from wages paid to:

Pontiac resident employees regardless of where they work for the employer; and  
Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns reporting and paying income tax on the net profits earned in the City.

Web page URL: [http://www.pontiac.mi.us/departments/income\\_tax/index.php](http://www.pontiac.mi.us/departments/income_tax/index.php)

Tax forms URL: [http://www.pontiac.mi.us/departments/income\\_tax/tax\\_forms.php](http://www.pontiac.mi.us/departments/income_tax/tax_forms.php)

### 2.7 Compensation and Payment

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

City of Pontiac  
47450 Woodward Ave  
Pontiac, MI 48342



## Financial Services – Purchasing Division

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

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

Payment Terms – Net 30

### **2.8 General Conditions**

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

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

All funds must be quoted in US dollars

### **2.9 Quotations/Proposals**

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

### **2.10 Minimum Qualifications**

Proposers must provide the following information:

- a. Proposals will be accepted from those firms demonstrating a minimum of five (5) years of experience providing the services requested in this RFP for projects of similar scope and size.



## Financial Services – Purchasing Division

- b. Provide proof of financial capabilities either an audited financial statements for the last three years or Dun & Bradstreet report and the Federal Employer ID number (EIN)
- c. Attach a list of employees that would be used under this contract along with proof of the proper State of Michigan driver's licenses to operate equipment to be used under this proposal. Employees must be properly trained and qualified to operate the equipment.
- d. List description of any contracts, which have been terminated. Provide the name and telephone number of the owner of such contracts.
- e. List description of all legal proceedings, lawsuits or claims, which have been filed against your firm or your employees past or present within the last Five (5) years

### **2.11 Minor Deviations**

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

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

### **2.12 Bonds and Insurance**

Receipt of bonds and/or insurance is part of the process of determining which bidder may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.



## Financial Services – Purchasing Division

**Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**Commercial General Liability Insurance:** The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

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

**Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

**Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

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



## Financial Services – Purchasing Division

### 2.13 Performance Bond

A **performance bond** in the amount of Fifty Thousand Dollars (\$50,000) is required and shall be delivered to the Agency when the contract is executed on the part of the contractor. A “performance bond” is executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

### 2.14 Payment Bond

A payment bond (labor & material bond) is not required.

### 2.15 Maintenance and Guarantee Bond

A maintenance and guarantee bond is not required.

### 2.16 Subcontracting

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

## 3. DESCRIPTION OF SERVICES

### 3.1. GENERAL

Bid amounts are to be expressed as a unit price on a per cut basis as specified in the Bid Proposal Form. Bid Prices are to include cost of all labor, materials, equipment, insurance and bonds necessary to comply and perform under these specifications.

Areas specified in this contract shall be mowed for a “groomed appearance” unless otherwise noted in bid form. Frequency of mowing during the growing season shall be performed to achieve the desired appearance. Frequency of mowing may be affected by plant species, growing habits, health, irrigation, and weather conditions. High visibility, high use properties shall be cut more often than parks and vacant miscellaneous property. Frequency of mowing shall range from weekly to once a month depending on property.

The quantities listed in these documents are estimates only, and quantities of work to be performed are subject to increase or decrease as determined by conditions encountered in the prosecution of the work.



## Financial Services – Purchasing Division

The City retains the right to eliminate or add mowing services to a contract based on unit costs provided by the bidder in the Bid Proposal Form.

The Contractors employees are advised that no foul language shall be used while performing city work. No horseplay will be tolerated. Deviation from these guidelines shall be considered a breach of contract.

The contractor and his employees shall comply with the most current safety standards pertaining to this type of work as published by the Michigan Department of Labor, Occupational Safety Standards Commission. This contract shall be carried out in accordance with the laws of the State of Michigan and the ordinance of the City of Pontiac.

All equipment must be safe and efficient and shall be available for inspection by the Director of Public Works or designee at any time. Equipment shall have all necessary/required safety features to prevent injury or damage people, buildings or passing cars.

SETBACKS: Unless otherwise instructed by the Director of Public Works or designee, minimum mowing setbacks shall be maintained around all waterways: approximately 10' to 20'. Mowing shall not take place in designated setbacks around waterways. Contractors may also be instructed to maintain setbacks from wooded areas or areas of infrequent use.

Undeveloped areas of parks such as heavily wooded areas with undergrowth, fields, meadows, and wetlands shall be left natural.

### 3.2 SCOPE OF SERVICES

#### MOWING

1. Machinery of rotary type and that are designed to mulch grass clippings shall be used. Contractor shall adhere to the City of Pontiac Storm Water Management Best Management Practices (BMPs): Grass clippings are to be left on the lawn and removed from paved surfaces to ensure no clippings enter waterways through runoff or through structures such as catch basins. All clumps of grass are to be worked into the lawn or removed and disposed of in a legal manner.
2. Mowers shall be set at a setting to leave grass approximately 3 ½" to 4" tall. No more than 1/3 of the total height of the grass shall be removed at one time.



## Financial Services – Purchasing Division

3. Mower blades are to be kept sharp and changed frequently to ensure a quality cut and to prevent tearing of the grass that increases the opportunity for disease.
4. Mowing shall occur only when grass is reasonably dry to prevent clumping.
5. All mowing obstructions encountered in any area, including but not limited to drainage ditches, embankments, rocks, poles, posts, signs, fire hydrants, earthen mounds, fences, building walls, trees, shrubbery, etc. shall be hand trimmed with gas powered string trimmers to ensure a neat and finished appearance to the job (See Chemical Treatments). Care shall be taken not to damage bark on trees and shrubs or to damage any surface features.
6. Prior to cutting, all branches, paper trash, bottles, miscellaneous litter and any other man-made debris found on the property shall be collected and disposed of by the contractor at the contractor's expense.
7. All clippings or debris discharged by mowers or trimming equipment on to hard surfaced areas or pavement shall be swept off or blown back onto the property. Clippings shall not be left in roadways allowing to them to wash into catch basins.
8. Mowing and trimming of all areas included herein is anticipated to begin approximately April 30th depending on weather conditions and the average height of the grass. Subsequent mowing shall occur at intervals indicated for each property in the Bid Proposal Form and may vary depending on periods of extreme rain or drought. Frequency of mowing is at the discretion of the Director of Public Works, or designee and variations in the schedule will be communicated to the contractor when necessary. Final mowing is anticipated to occur before October 15th. Approximately 2 to 25 cuts will be allowed for properties depending on the type of property. Mowing cycles will vary with weather variations driving frequency.
9. The contractor shall be assigned properties based on the bids received. The contractor shall be given a maximum number of cuttings that can occur during the season for those properties he is awarded and the contractor shall provide the owner with a tentative schedule.
10. The contractor shall schedule work between the hours of 7:00 a.m. and dusk, Monday through Friday. No work shall be completed on Sunday or Holidays. Saturday work shall only occur with prior approval from the Director of Public Works, or designee.



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11. Mowing and trimming will proceed with due diligence. Each mowing cycle shall be completed in an uninterrupted manner, except for delays caused by inclement weather, until the entire property is completed.
12. Extreme care shall be exercised when mowing around people or vehicles. Damage or accidents that may occur involving bystanders, vehicles, the contractor's employees or equipment shall be reported to the Superintendent of Public Works, or designee immediately and shall be the responsibility of the contractor.

### FERTILIZATIONS/PEST AND WEEDS/CHEMICAL CONTROL

1. The contractor shall report any pest or weed infestations to the Director of Public Works, or designee immediately.
2. Fertilization, pest and weed control is not part of this contract and will be performed by others. The contractor will not engage in such work on city property unless authorized by the Director of Public Works, or designee.
3. In order to reduce the large amount of hand trimming to be performed application of chemical treatments (soil sterilants) shall be permitted. Treated areas shall be kept to minimum widths and only to such distances to allow use of rotary type equipment. The following mowing obstructions may be chemically treated:
  - a. Fence lines, posts, poles, signs, and fire hydrants.

Note: All spray application costs are to be included as part of the contractors unit price proposal and are not to be provided as separate bid prices.

4. Per City of Pontiac Storm Water Management Best Management Practices (BMPs) no chemicals shall be used within mowing setback areas or within twenty-five feet of a lake, stream, river or wetland.
5. Per City of Pontiac Storm Water Management BMPs only applicators certified by the State of Michigan Department of Agricultural & Rural Development (MDARD) shall apply chemicals under this contract. Prior to the start of the contract, the contractor shall submit to the Director of Public Works, copies of his MDARD Applicator licenses and certifications for all of his employees who will be applying chemicals. Prior to applying the chemical the Contractor shall provide written documentation of the type of chemicals on the appropriate MDARD application form and provide it to the Director of Public Works at least ten (10)

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days prior to the application. The contractor may subcontract for this work, however, should the contractor choose to subcontract, the contractor must notify the Director of Public Works at least ten (10) days in advance of any spray application. Similarly, the contractor shall also provide at least ten (10) days advance notice of any chemical application that he will be applying including the appropriate MDARD application form.

6. All chemical applications shall be made according to label directions and in strict conformance to all applicable State and Federal laws regulating the same contractor shall not dispose of any excess chemical mixes on city property or clean his spray equipment on city grounds. When applying chemicals, extreme care must be exercised to avoid contamination of other desirable vegetation and to prevent leaching. The contractor must ensure that climatic conditions are appropriate for applying any chemical treatments. Only chemicals registered for the intended use and proven safe to apply under the drip zone of shade and ornamental trees shall be permitted. No restricted use pesticides shall be allowed.

### **SNOW removal, Hauling and/or Salting Services**

#### **Streets**

There are major and local streets that may need plowing in accordance with this bid document. Several streets in the City of Pontiac are state or county highways and snow and

ice control on these streets is performed by other jurisdictions. The Michigan Department of Transportation (MDOT) and the Oakland County Road Commission (RCOC) provide winter

maintenance on trunk line streets running through Pontiac. MDOT streets are as follows: (M-59, Woodward Avenue and its loop through the City, Caesar Chavez Ave, Cass, and a portion of University Drive). The RCOC roads are as follows: Walton Blvd., Telegraph Rd., Baldwin, Joslyn, Giddings, E. Columbia, Collier Rd., W Columbia, Beverly, Glenwood, W Kennett, Montcalm, MLK, Vanguard, Sanderson, Genesee, E & W Howard, N Johnson, Elizabeth

Lake Rd., State, University, Featherstone, Pontiac, Paddock, N Saginaw, Edison, Highwood (between Beverly / E Columbia), Highwood (between Walton / Collier).

The remaining local streets North of M-59 will be maintained by the Contractor.

The City of Pontiac provides snow and ice control services using City equipment and City employees from the Department of Public Works. The Highway Maintenance Foreman routinely monitors/reports on the weather and status of operations, street conditions and



## Financial Services – Purchasing Division

problem areas and plans/assigns work as appropriate to adhere to the policies and procedures established by the City.

### **Penalty:**

There will be Penalty of \$ 1,000.00 per hour if the work is not completed within 48 hours.

### **Policy Statement**

The snow and ice control objectives of the City are to:

- Ensure the public safety
- Provide cost effective snow and ice control services
- Minimize the economic loss to the community
- Reduce the hazards of winter conditions to motorists, and
- Facilitate operations for transit, emergency and essential service vehicles

As a policy, the Contractor will:

- Maintain its priority roadways, which consist of major/minor arterial streets, access for emergency services, major collector streets, school zone and business access and special treatment locations on residential streets.
- Maintain its priority roadways with the intent to create acceptable winter driving conditions for vehicles that are properly equipped for winter driving and are operated in a manner consistent with good winter driving habits.
- Provide plowing of residential streets after Priority 1 and 2 streets are under control.

Snow Removal, Hauling and/or Salting Services City of Pontiac Page **11** of **37**

- Not maintain public sidewalks due to the determination that the City does not have the resources to clear all public sidewalks of snow.
- Communicate important, up-to-date information about snow and ice control operations

during severe winter storms to Pontiac citizens, school district officials, health care facilities, utilities, local businesses and the City's largest employers as needed to protect the public health and welfare of the community,

The City of Pontiac has a commitment to provide effective and efficient winter maintenance to its citizens. However, it must be noted that the following circumstances may prevent or delay complete implementation of this commitment:

- Equipment breakdown
- Vehicles disabled in deep snow



## Financial Services – Purchasing Division

- Weather so severe as to cause crews to be called in from their duties for safety
- Equipment rendered inadequate by the depths of the snow or drifts
- Crew breaks, and breaks required for re-fueling and refilling materials
- Mechanical failures and needed repair
- Parked or stalled vehicles that restrict or prevent access
- Unforeseen emergencies

### **Street Maintenance Policy**

Streets will be maintained according to the following priorities. The priorities and their criteria are as follows:

#### ***Local Streets:***

These roadways are generally minor collector streets which will be plowed as weather conditions improve. Guidelines to be considered prior to maintaining Priority 2 streets include:

- 1) A forecast of below freezing temperatures for the next 24 hours after the storm,
- 2) A forecast of significant snow within the next 12+ hours after the storm and
- 3) Snow accumulation from the storm expected to be in the range of 10 to 12 inches.

***Special Priority:*** Certain streets have been identified for snow and ice control operations at specific locations. The locations for streets in this category are limited to chronic icing problems at hills, curves or intersections that are likely to cause traffic accidents.

***Non-Priority:*** These roadways include all other local streets not specifically identified above.

The location(s) will be inspected by DPW for snow or ice conditions that may be creating a severe hazard and if warranted, will be serviced in order of severity. Generally, locations that

will receive attention are limited to hills and intersections with steep grades. Ice build-up in

gutters is not a condition that will warrant attention. If attention is warranted, the location(s) will be inspected periodically to determine if the street should be included as a Special Priority street. Non-Priority streets will be plowed only after all other cited priority conditions have been adequately serviced. One pass on a Non-Priority street by a front-end

loader, grader or plow truck and limited use of deicer material is the level of service expected for supplemental snow plowing.



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### **Maintenance Responsibilities**

For standard snowplowing operations, the Contractor may need to complete snow removal on all streets at least once during each 12-hour period or as required to maintain safe transportation conditions on City Streets. There are 196.04 lane miles North of M-59 within in the City of Pontiac.

When a snow storm is predicted, the Contractor is called to report for duty by the Highway Maintenance Forman. The weather forecast and the predicted intensity of the storm dictate the required level of services necessary for each snow event.

Severe winter storms are characterized by heavy snowfall, high winds and freezing temperatures. Treatment of Specials and the plowing of local streets are categorized as one pass on local streets by a front-end loader, grader or plow truck and limited use of deicer material is the level of service that will be provided during severe weather conditions in order to keep main roads open and safe as directed by the Highway Maintenance foreman.

Salt, pre-wetted with a brine solution is the material used for controlling ice during winter operations.

### **Storm Categories for Operations:**

#### **Category II (ONLY UNDER THE DIRECTION OF THE DIRECTOR OR FOREMAN)**

##### ***Predicted Snowfall Amount: 2 – 6 inches***

- Service Level: Plow Local and Special streets.
- Materials: Salt will be used as needed. Storms at the upper snowfall level of this category may require deployment of additional man power and snow plows.

Street

treatment consists of plowing and applying salt during the storm. Salt may also be applied to bridges and overpasses prior to the onset of the storm.

#### **Category III (CONTRACTOR IS READY AND WAITING FOR A CALL & EMAIL)**

##### ***Predicted Snowfall Amount: 6 – 12 inches***

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- Parking restrictions may be implemented on local streets by the Director of Public Works or his/her designee.
- Service Level: Plow and apply salt. At the upper levels of this storm local streets may be plowed according to established daily garbage collection routes to insure essential City services can be maintained.
- Materials: Salt will be used.

Storms at this level may require all available resources to be deployed in addition to other heavy equipment such as loaders and graders. Street treatment consists of plowing during the heavy snowfall period and transitioning to application of salt as snowfall ends and loose snow is removed.

### **Category IV (CONTRACTOR IS READY AND WAITING FOR A CALL & EMAIL)**

#### ***Predicted Snowfall Amount: 12 inches or more***

- The City's Snow Emergency ordinance needs to be reviewed as previously declared

"Snow Emergency Routes" are already declared as no parking zones. It is not necessary to sign these routes as "Snow Emergency Routes" to prohibit parking as described in this document.

- Service Level: Local streets will be plowed according to established daily garbage collection routes to insure essential City services can be maintained. When Local streets are completed by Sunday AM, Monday's garbage route will be plowed first—if not completed until Sunday PM, Tuesday's garbage route will be plowed first.

- Materials: Pre-wetted salt will be used.

This category includes severe winter storms with sufficient snowfall and/or wind that cause a major disruption in the transportation system. Major roadways, including interstate highways, may be closed. Businesses and schools may also be closed. Storms in this category require all available personnel and equipment and may include contracted snow removal personnel and equipment.

### **Plowing and Material Spreading Procedures**

- The Foreman will monitor area weather conditions and will determine when snow/ice



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control operations are necessary. Streets shall be plowed and/or deiced in accordance

with the street plowing priority policy as defined in this proposal.

- Any Local Street with four lanes will be plowed such that snow is removed from all travel and turn lanes. This may require pushing snow onto sidewalks in cases where the sidewalk abuts the curb. Snow plowed onto public sidewalks will not be removed by the City.

- Any Local Street with two lanes will be plowed as wide as possible without pushing snow on the public sidewalks. One plow pass in each direction will be made on local streets in residential areas in order to keep snow from being pushed onto sidewalks.
- One plow pass in each direction will be made on local and Non-Priority streets when weather/road conditions allow.
- The City will not remove windows of snow across driveways that are created by snowplows.

### **Materials:**

1. **Deicing Solids (Salt):** During normal ice control operations, salt is spread on the street pavement to melt ice and packed snow. Quote should be based on an application rate of 300 pounds per lane mile.
2. **Brine Pre-wetting:** It has been found that salt, pre-wetted with a brine solution, is more effective in certain circumstances and helps prevent bonding of packed snow and ice to the pavement. Quote should be based on 15 gallons per ton of salt (30%).
3. Brine and/or Salt will be provided by the contractor **at materials cost plus 10% markup**. Contractor will need to provide material invoice with the bill.
4. The City of Pontiac reserves the rights to approve any and all material suppliers or direct the purchase if it's in the best interest of the City.
5. Contractor must use all remaining materials that the City of Pontiac has in inventory at no cost to the City.

### **Parking Lots and Sidewalks**

The following City properties may require plowing and salting of parking lots, sidewalks or both:

1. Pontiac City Hall, 47450 Woodward, (both) (73,000 sf lot, 925 Lf sidewalk)

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2. Oakland County Sheriff Substation, 110 E. Pike St., (both) (64,500 sf lot, 730 Lf sidewalk)
3. 50th District Court, 70 N. Saginaw, (both) (13,650 sf lot, 1010 Lf sidewalk)
4. Bowen Center, 52 Bagley St., (both) (42,600 sf lot, 440 Lf sidewalk)
5. Peterson Center, 999 Joslyn Rd., (both) (20,000 sf lot, 300 Lf sidewalk)
6. South side of Water Street between Saginaw and Mill (sidewalk only) (470 Lf sidewalk)
7. Riverfront Park, 9 N. Saginaw, (public sidewalk only) (60 Lf sidewalk)
8. Lots at Oakland and N. Saginaw adjacent, (sidewalk only) (140 Lf sidewalk)
9. On Street Parking Spaces: N. Saginaw (121)

The City reserves the right to request the snow plowing/salting/removal from additional sidewalks at various locations throughout the City. A map showing the locations of the various lots is included at the end of the bid documents.

It is expected that each bidder will make themselves familiar with the listed roads and sites throughout the City to get an idea of what may be included as part of the contract. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing equipment and materials, and concerning other conditions which may affect his work. Prior to work commencing the Contractor shall meet with the Director of Public Works, prior to December 1st, to discuss the plowing operation and snow storage locations, following the award of a contract.

### **PLOWING OPERATIONS**

- 3.2.1 The Contractor shall meet with the Director of Public Works prior to December 1st, to discuss the plowing operation and know storage locations of each City street and parking lot. The Contractor shall note that the application of de-icing agents is a separate per event/per lot unit price. An event will be the same as an occurrence.
- 3.2.2 The Contractor will be notified as to when City Hall, Ruth Peterson, Bowen Center and the



## Financial Services – Purchasing Division

50th District Court should be plowed. The Sheriff's substation must be maintained on a 24/7

basis. Snow shall not be piled in any designated parking areas.

3.2.3 It is the City's intent to have these lots plowed whenever there is a snowfall that is measurable (2 inches+). Any accumulated snowfalls of less than one inch, the use of salt or

equivalent de-icing agent application will be acceptable. Additionally, all plowing or de-icing

operations should be completed prior to 7:00 am plowing and salting between the hours of

6:00 pm Friday to 6:00 am Monday will be done only at the direction of the Department of

Public Works Supervisor, except at the Sheriff's substation which is maintained on a 24/7 basis. However, this time frame shall not preclude day-time plowing operations, if required.

The cost for snow plowing and application of de-icing agents shall be per lot, per occurrence.

3.2.4 The Contractor and his employees are expected to respond to the public in a respectable

and courteous manner. If the Contractor or his employees cannot satisfy a citizen, he is to refer the citizen to the Department of Public Works, Grounds Division office at 248-758-3600.

### **SNOW REMOVAL OPERATIONS**

3.2.5 Included in the scope of work for this contract is the removal of accumulated snow stockpiles from the designated locations. The intent of this is to minimize the net parking Snow Removal, Hauling and/or Salting Services City of Pontiac Page 16 of 37

loss in each lot. As a general rule, whenever the stockpile reaches 10% of the available parking area, snow shall be hauled away. General guidelines for each lot's snow removal criteria shall be discussed during the initial meeting with the Director of Public Works. All snow removed and hauled under this contract shall be transported and deposited at the City's snow dump site. Maintenance of this dump site shall be provided by the City. The cost for snow removal shall be per lot, per occurrence.

3.2.6 Snow Emergencies will be declared by the City. In the event of a Snow Emergency, all

parking in a Snow Emergency Routes is prohibited until the City declares the emergency over. If any cleared snow covers two or more spaces, it must be removed and taken to the City snow accumulation lot.

3.2.7 Safety precautions shall be practiced by the Contractor to adequately safeguard all



## Financial Services – Purchasing Division

persons, employees and property from injury or damage. All federal, state (MIOSHA) and local ordinances shall a

### SCHEDULE/INVOICING

1. The contractor shall provide a tentative schedule of when they plan to address awarded properties.
2. The contractor shall invoice monthly and shall submit an invoice in the format approved by the Director of Public Works. Invoice shall have location and dates cut with total price for each month for each property.

### LOCATION MAPS

Supplementary Maps will be provided to bidders and are intended to provide location of property only. These maps are not intended to provide boundaries of areas to be mowed. The contractor is required to inspect the site to determine exact area that requires mowing. Square footages provided in the proposal form are approximate. The contractor is required to verify the square footages of each site before bidding. The Director of Public Works, or designee, shall inspect the first cutting to determine if the contractor is addressing all the areas required. The Contractor may be asked to extend or reduce the boundaries at no change in contract price. The extension or reduction will be minimal. Maps will be available on the City's website in PDF format. Maps will be available for downloading for printing purposes. Maps for viewing only will be available at 47450 Woodward Ave, Pontiac, Michigan 48473, in the Public Works Office during City Hall business hours.

### **3.3 NON-ASSIGNMENT OR TRANSFER**

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

### **3.4 CITY RULES**

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

### **3.5 TERM OF CONTRACT**

The Contract expires April 30, 2021. There will be an option for extension of the contract for year two and three. The City of Pontiac would inform the contractor a minimum of 30 days prior to expiration to enact optional years two and or three. The City has the right to

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break the agreement with 30 days written notice.

### **3.6 PROGRESS PAYMENTS/RETAINAGE**

This contract is not subject to progress payments or retainage.

### **3.7 KEY PERFORMANCE INDICATORS**

Selected vendor shall work with the Department of Public Works to develop a Performance and Contract Compliance Scorecard that governs the Scope of Services herein listed as well the City's expectations in an objective manner. The Scorecard will be presented to the City on a monthly basis in an electronic format.

Vendor representatives will also meet with representatives of the City on a quarterly basis to discuss performance.

The KPIs will be developed within the first ninety (90) days of contract award and continue throughout the life of the agreement including any extensions of this agreement.

**THIS ENDS THE ABOVE SECTION**  
**FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT**



## Financial Services – Purchasing Division

### FORM OF PROPOSAL

To: City of Pontiac, Michigan \_\_\_\_\_, 2020

To All Here Present:

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

**NOTE:** This proposal is solicited on a unit price or lump sum for work actually completed.

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

BIDDER ACKNOWLEDGES RECEIPT OF ANY ADDENDUM: (if issued)

ADDENDUM NO: \_\_\_\_\_ Dated: \_\_\_\_\_

*Prior to the start of the contract, the successful Contractor will meet with the Director of Public Works prior to November 1st, to discuss the plowing operation and snow storage locations of each lot.*

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## Financial Services – Purchasing Division

This bid form is based on a lump sum price basis for groups of properties of like nature as indicated in this bid form. Prices may be submitted for one or as many grouped properties as desired. Properties have been grouped in the following categories and each group of properties will be awarded to the lowest responsive and responsible bidder. Prices for individual properties may be requested for selected properties.

- A. CITY OWNED FACILITIES
- B. I-75 BUSINESS LOOP/WOODWARD PROPERTIES
- C. M-59 BUSINESS LOOP PROPERTIES
- D. PARKS LARGER THAN 5 ACRES
- E. PARKS UNDER 5 ACRES
- F. MAJOR STREET
- G. LOCAL STREET
- H. MISCELLANEOUS PROPERTIES
- I. MINI PARKS
- J. VACANT LOTS (ALLISON - CHAMBERLAIN)
- K. VACANT LOTS (CHAMBERLAIN – S EDITH)
- L. VACANT LOTS (S EDITH – FOSTER)
- M. VACANT LOTS (FOSTER – JAMES)
- N. VACANT LOTS (JAMES – KETTERING)
- O. VACANT LOTS (LEWIS – N PADDOCK)
- P. VACANT LOTS (PARKDALE – S SANFORD)
- Q. VACANT LOTS (SEWARD – WILLARD)
- R. VACANT LOTS (WILSON – WILSON)

City of Pontiac  
2020 Mowing Services Bid Form  
City Facilities, MDOT ROW, Parks and Miscellaneous



Financial Services – Purchasing Division

| Map ID No. | Site Name   | Category                               | Max. Number of Mows | Approx. Sq. Ft. | May 1 to October 15, 2020 Price per Mow | Total Price per Site for 2020 | May 1 to October 15, 2021 Price per Mow | Total Price per Site for 2021 | May 1 to October 15, 2022 Price per Mow | Total Price per Site for 2022 |
|------------|---|--|---------------------|-----------------|---|-------------------------------|---|-------------------------------|---|-------------------------------|
| 12         | Bowen's Center  | City Owned Facility                    | 20                  | 57,700          | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 14         | Civic Center Complex: City Hall/Police Station/Credit Union | City Owned Facility                    | 30                  | 157,400         | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 18         | City of Pontiac   | NOT INCLUDED IN CONTRACT               |                     |                 |   |                               |   |                               |   |                               |
| 21         | District Court  | City Owned Facility                    | 20                  | 23,600          | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 53         | Peterson Center   | City Owned Facility                    | 20                  | 10,800          | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
|            | <b>A.</b>   |  | TOTAL COST per MOW  |                 |   |                               |   |                               |   |                               |
| 67         | Woodward Median   | I-75 Business Loop/Woodward Properties | 16                  | 95,500          | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 39         | MDOT  | I-75 Business Loop/Woodward Properties | 16                  | 102,700         | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
|            | <b>B.</b>   |  | TOTAL COST per MOW  |                 |   |                               |   |                               |   |                               |
| 37         | M-59 ROW  | M-59 Business Loop/Properties          | 16                  | 371,000         |   |                               |   |                               |   |                               |
|            | <b>C.</b>   |  | TOTAL COST per MOW  |                 |   |                               |   |                               |   |                               |

City of Pontiac  
2020 Mowing Services Bid Form  
City Facilities, MDOT ROW, Parks and Miscellaneous



Financial Services – Purchasing Division

| Map ID No. | Site Name                         | Category                   | Max. Number of Mows | Approx. Sq. Ft. | May 1 to October 15, 2020 Price per Mow | Total Price per Site for 2020 | May 1 to October 15, 2021 Price per Mow | Total Price per Site for 2021 | May 1 to October 15, 2022 Price per Mow | Total Price per Site for 2022 |
|------------|-----------------------------------|----------------------------|---------------------|-----------------|---|-------------------------------|---|-------------------------------|---|-------------------------------|
| 1          | Aaron Perry park/Northside        | Parks Larger than 5 Acres  | 16                  | 1,500,000       | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 7          | Beaudette Park                    | Parks Larger than 5 Acres  | 16                  | 1,481,000       | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 13         | Cherrylawn Park                   | Parks Larger than 5 Acres  | 16                  | 226,900         | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 26         | Galloway Lake Park                | Parks Larger than 5 Acres  | 16                  | 1,022,900       | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 30         | Hawthorne Park                    | Parks Larger than 5 Acres. | 16                  | 1,140,000       | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 33         | Jaycee Park                       | Parks Larger than 5 Acres  | 16                  | 428,000         | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 44         | Murphy Park                       | Parks Larger than 5 Acres  | 16                  | 1,938,000       | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 46         | North Kiwanis Park                | Parks Larger than 5 Acres  | 16                  | 674,400         | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 47         | Oakland Park                      | Parks Larger than 5 Acres  | 16                  | 658,000         | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 55         | Richardson Park                   | Parks Larger than 5 Acres  | 16                  | 260,800         | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 56         | Rotary Park/Hayes Jones Community | NOT INCLUDED IN CONTRACT   |                     |                 |   |                               |   |                               |   |                               |
| 60         | South Kiwanis Park                | Parks Larger than 5 Acres  | 16                  | 233,700         | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 65         | Terry Lake Park (Lakeside Park)   | Parks Larger than 5 Acres  | 16                  | 262,000         | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
|            |                                   | <b>D.</b>                  | TOTAL COST per MOW  |                 |   |                               |   |                               |   |                               |

City of Pontiac  
 2020 Mowing Services Bid Form  
 City Facilities, MDOT ROW, Parks and Miscellaneous



**Financial Services – Purchasing Division**

| Map ID No. | Site Name           | Category            | Max. Number of Mows | Approx. Sq. Ft. | May 1 to October 15, 2020 Price per Mow | Total Price per Site for 2020 | May 1 to October 15, 2021 Price per Mow | Total Price per Site for 2021 | May 1 to October 15, 2022 Price per Mow | Total Price per Site for 2022 |
|------------|---------------------|---------------------|---------------------|-----------------|---|-------------------------------|---|-------------------------------|---|-------------------------------|
| 2          | Argyle Mini Park    | Parks Under 5 Acres | 16                  | 10,500          | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 4          | Art Heaton Teen Lot | Parks Under 5 Acres | 16                  | 15,750          | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 6          | Baldwin School Park | Parks Under 5 Acres | 16                  | 126,500         | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 28         | Harris Street Field | Parks Under 5 Acres | 16                  | 49,400          | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 29         | Harrison Park       | Parks Under 5 Acres | 16                  | 59,700          | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 41         | Montcalm Playlot    | Parks Under 5 Acres | 16                  | 48,900          | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 45         | Nieghborhood Park   | Parks Under 5 Acres | 16                  | 67,000          | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 52         | Perkins Street Park | Parks Under 5 Acres | 16                  | 9,900           | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
|            |                     | <b>E.</b>           | TOTAL COST per MOW  |                 |   |                               |   |                               |   |                               |

City of Pontiac  
2020 Mowing Services Bid Form  
Major and Local Street Medians & Right-of-Way



Financial Services – Purchasing Division

| Map ID No. | Site Name                                       | Category     | Max. Number of Mows     | Approx. Sq.Ft.     | May 1 to October 15, 2020 Price per Mow | Total Price per Site for 2020 | May 1 to October 15, 2021 Price per Mow | Total Price per Site for 2021 | May 1 to October 15, 2022 Price per Mow | Total Price per Site for 2022 |
|------------|---|--------------|-------------------------|--------------------|---|-------------------------------|---|-------------------------------|---|-------------------------------|
| 5          | Bagley Ave. Greenbelt                           | Major Street | Cut every 10 to 14 days | 650,350            | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 17         | Columbia Median                                 | Major Street | Cut every 10 to 14 days | 37,400             | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 10         | Beverly Median & ROW                            | Major Street | Cut every 10 to 14 days | 23,800             | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 31         | Highwood Median & ROW                           | Major Street | Cut every 10 to 14 days | 13,500             | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 22         | Elizabeth Lake Road Median                      | Major Street | Cut every 10 to 14 days | 92,700             | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 27         | Glenwood Median                                 | Major Street | Cut every 10 to 14 days | 80,100             | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 49         | Orchard Lake Median & ROW/Ottawa Traffic Island | Major Street | Cut every 10 to 14 days | 517,700            | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 40         | ML King Blvd                                    | Major Street | Cut every 10 to 14 days | 291,000            | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 59         | South Blvd Drive Median                         | Major Street | Cut every 10 to 14 days | 10,500             | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 64         | Telegraph Median & ROW (north)                  | Major Street | Cut every 10 to 14 days | 107,000            | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 66         | University Dr. Traffic Island                   | Major Street | Cut every 10 to 14 days | 5,900              | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
|            |   |              | <b>F.</b>               | TOTAL COST Per MOW | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |

City of Pontiac  
2020 Mowing Services Bid Form  
Major and Local Street Medians & Right-of-Way



| Map ID No. | Site Name                  | Category     | Max. Number of Mows     | Approx. Sq.Ft.     | May 1 to October 15, 2020 Price per Mow | Total Price per Site for 2020 | May 1 to October 15, 2021 Price per Mow | Total Price per Site for 2021 | May 1 to October 15, 2022 Price per Mow | Total Price per Site for 2022 |
|------------|----------------------------|--------------|-------------------------|--------------------|---|-------------------------------|---|-------------------------------|---|-------------------------------|
| 35         | Kennett/Baldwin Triangle   | Local Street | Cut every 10 to 14 days | 8,100              | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 11         | Beverly Traffic Island     | Local Street | Cut every 10 to 14 days | 3,000              | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 19         | Cornell Traffic Island     | Local Street | Cut every 10 to 14 days | 2,900              | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 23         | Fairmount Traffic Island   | Local Street | Cut every 10 to 14 days | 3,000              | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 63         | Strathmore Traffic Island  | Local Street | Cut every 10 to 14 days | 4,000              | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 36         | Longfellow Traffic Island  | Local Street | Cut every 10 to 14 days | 3,300              | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 9          | Berwick Traffic Island     | Local Street | Cut every 10 to 14 days | 3,700              | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 8          | Berkley Traffic Island     | Local Street | Cut every 10 to 14 days | 3,000              | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 54         | Raeburn Traffic Triangle   | Local Street | Cut every 10 to 14 days | 15,400             | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 51         | Park Place Median          | Local Street | Cut every 10 to 14 days | 15,100             | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 57         | Rutgers Traffic Island     | Local Street | Cut every 10 to 14 days | 3,100              | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 42         | Montclair/Stanley Triangle | Local Street | Cut every 10 to 14 days | 4,200              | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 34         | Jostyn/Perry Triangle      | Local Street | Cut every 10 to 14 days | 27,100             | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 50         | Oceola Traffic Island      | Local Street | Cut every 10 to 14 days | 4,400              | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 24         | Featherstone Overpass      | Local Street | Cut every 10 to 14 days | 24,000             | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
|            |                            |              | <b>G.</b>               | TOTAL COST Per MOW | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |

Financial Services – Purchasing Division

City of Pontiac  
2020 Mowing Services Bid Form  
City Facilities, MDOT ROW, Parks and Miscellaneous



| Map ID No. | Site Name           | Category      | Max. Number of Mows | Approx. Sq. Ft. | May 1 to October 15, 2020 Price per Mow | Total Price per Site for 2020 | May 1 to October 15, 2021 Price per Mow | Total Price per Site for 2021 | May 1 to October 15, 2022 Price per Mow | Total Price per Site for 2022 |
|------------|---------------------|---------------|---------------------|-----------------|---|-------------------------------|---|-------------------------------|---|-------------------------------|
| 16         | Collier Landfill    | Miscellaneous | 2                   | 3,066,900       | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| 15         | Clinton River Trail | Miscellaneous | 4                   | 299,300         | \$                                      | \$                            | \$                                      | \$                            | \$                                      | \$                            |
| <b>H.</b>  |                     |               | TOTAL COST per MOW  |                 |   |                               |   |                               |   |                               |

The following unit price form to be completed for additional or the deletion of work in accordance with the specifications:

| Addition or Deletion                 | Unit      | 2020 Price | 2021 price | 2022 Price |
|--------------------------------------|-----------|------------|------------|------------|
| Mowing Services (including trimming) | Half Acre | \$ _____   | \$ _____   | \$ _____   |
| Edging Services                      | Lin. Foot | \$ _____   | \$ _____   | \$ _____   |

Financial Services – Purchasing Division



**Financial Services – Purchasing Division**

| CATEGORY   | TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2020 | TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2021 | TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2022 | TOTAL PRICE FOR ALL SITES FOR ALL THREE YEARS |
|--|---|---|---|---|
| A. City Owned Facility   | \$ _____  | \$ _____  | \$ _____  | \$ _____                                      |
| B. I-75 Business Loop/Woodward Properties                          | \$ _____  | \$ _____  | \$ _____  | \$ _____                                      |
| C. M-59 Business Loop/Properties                                   | \$ _____  | \$ _____  | \$ _____  | \$ _____                                      |
| D. Parks Larger than 5 Acres                                       | \$ _____  | \$ _____  | \$ _____  | \$ _____                                      |
| E. Parks Under 5 Acres   | \$ _____  | \$ _____  | \$ _____  | \$ _____                                      |
| F. Major Street  | \$ _____  | \$ _____  | \$ _____  | \$ _____                                      |
| G. Local Street  | \$ _____  | \$ _____  | \$ _____  | \$ _____                                      |
| H. Miscellaneous   | \$ _____  | \$ _____  | \$ _____  | \$ _____                                      |
| TOTAL ALL CATEGORIES   | \$ _____  | \$ _____  | \$ _____  | \$ _____                                      |
| TOTAL PRICE FOR ALL THREE YEARS FOR ALL CATEGORIES INCLUDED IN BID |   |   | \$ _____<br>(in words)                          |   |

City of Pontiac  
2020 Mowing Services Bid Form  
Mini Parks and Vacant City Lots

| Map ID No. | Site Name              | Category  | Max. # of Mows     | Approx Sq. Ft. | May 1 to Oct 15 2020 Price per Mow | Total Price per Site for 2020 | May 1 to Oct 15 2021 Price per Mow | Total Price per Site for 2021 | May 1 to Oct 15 2022 Price per Mow | Total Price per Site for 2022 |
|------------|------------------------|-----------|--------------------|----------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|
| 3          | Art Dunlap Park        | Mini Park | 12                 | 25,200         | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 20         | Dawson Pond Park       | Mini Park | 12                 | 13,800         | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 25         | Fisher Street Park     | Mini Park | 12                 | 18,900         | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 32         | Indian Village Park    | Mini Park | 12                 | 30,900         | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 38         | Madge Burt Mini Park   | Mini Park | 12                 | 7,800          | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 43         | Motor & Montana Park   | Mini Park | 12                 | 8,400          | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 48         | Optimist Park          | Mini Park | 12                 | 59,400         | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 58         | Shirley & Willard Park | Mini Park | 12                 | 85,100         | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 61         | Steed Park             | Mini Park | 12                 | 19,400         | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 62         | Stout Street Park      | Mini Park | 12                 | 23,200         | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
|            |                        | <b>I</b>  | TOTAL COST per MOW |                |                                    |                               |                                    |                               |                                    |                               |



Financial Services – Purchasing Division

City of Pontiac  
2020 Mowing Services Bid Form  
Mini Parks and Vacant City Lots



| Sidwell No.   | Property Location | Category   | Max. # of Mows     | Approx Sq. Ft. | May 1 to Oct 15 2020 Price per Mow | Total Price per Site for 2020 | May 1 to Oct 15 2021 Price per Mow | Total Price per Site for 2021 | May 1 to Oct 15 2022 Price per Mow | Total Price per Site for 2022 |
|---------------|-------------------|------------|--------------------|----------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|
| 14-29-182-022 | 42 ALLISON        | Vacant Lot | Once a month       | 6386           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-231-055 | ANDERSON, S       | Vacant Lot | Once a month       | 4500           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-231-069 | 280 ANDERSON, S   | Vacant Lot | Once a month       | 8955           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-278-024 | ANDERSON, S       | Vacant Lot | Once a month       | 4591           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-278-025 | ANDERSON, S       | Vacant Lot | Once a month       | 4593           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-460-025 | 86 ARDMORE, S     | Vacant Lot | Once a month       | 10949          | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-332-026 | BELLEVUE          | Vacant Lot | Once a month       | 5901           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-383-026 | 32 BENNETT        | Vacant Lot | Once a month       | 2566           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-305-019 | BLAIN             | Vacant Lot | Once a month       | 4474           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-377-010 | CADILLAC          | Vacant Lot | Once a month       | 4600           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-180-005 | CASS, N           | Vacant Lot | Once a month       | 11056          | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-181-002 | 232 CASS, N       | Vacant Lot | Once a month       | 5477           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-459-002 | CENTRAL           | Vacant Lot | Once a month       | 5760           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-105-008 | CHAMBERLAIN       | Vacant Lot | Once a month       | 5737           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
|               |                   | <b>J</b>   | TOTAL COST per MOW |                |                                    |                               |                                    |                               |                                    |                               |

Financial Services – Purchasing Division

City of Pontiac  
2020 Mowing Services Bid Form  
Mini Parks and Vacant City Lots



**Financial Services – Purchasing Division**

| Sidwell No.   | Property Location    | Category   | Max. # of Mows     | Approx Sq. Ft. | May 1 to Oct 15 2020 Price per Mow | Total Price per Site for 2020 | May 1 to Oct 15 2021 Price per Mow | Total Price per Site for 2021 | May 1 to Oct 15 2022 Price per Mow | Total Price per Site for 2022 |
|---------------|----------------------|------------|--------------------|----------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|
| 14-28-105-009 | 259 CHAMBERLAIN      | Vacant Lot | Once a month       | 4590           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-107-008 | 250 CHAMBERLAIN      | Vacant Lot | Once a month       | 2890           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-376-014 | 217 CHANDLER         | Vacant Lot | Once a month       | 3300           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-21-352-070 | CLARENCE             | Vacant Lot | Once a month       | 20639          | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-21-353-005 | 43 CLARENCE          | Vacant Lot | Once a month       | 3287           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-34-104-002 | CLIFFORD             | Vacant Lot | Once a month       | 7008           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-31-256-008 | CLINTON RIVER        | Vacant Lot | Once a month       | 4370           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-08-455-034 | COLGATE, E           | Vacant Lot | Once a month       | 4519           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-202-009 | 72 COURT             | Vacant Lot | Once a month       | 8667           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-203-008 | 34 CROSS             | Vacant Lot | Once a month       | 2726           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 19-05-256-016 | DITMAR               | Vacant Lot | Once a month       | 4483           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-30-454-029 | 63 DWIGHT            | Vacant Lot | Once a month       | 5580           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-233-006 | EDISON AND GLADSTONE | Vacant Lot | Once a month       | 1910           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-435-009 | 491 S EDITH          | Vacant Lot | Once a month       | 2677           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
|               |                      | <b>K</b>   | TOTAL COST per MOW |                |                                    |                               |                                    |                               |                                    |                               |

City of Pontiac  
2020 Mowing Services Bid Form  
Mini Parks and Vacant City Lots



| Sidwell No.   | Property Location | Category   | Max. # of Mows     | Approx Sq. Ft. | May 1 to Oct 15 2020 Price per Mow | Total Price per Site for 2020 | May 1 to Oct 15 2021 Price per Mow | Total Price per Site for 2021 | May 1 to Oct 15 2022 Price per Mow | Total Price per Site for 2022 |
|---------------|-------------------|------------|--------------------|----------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|
| 14-33-278-018 | EDITH, S          | Vacant Lot | Once a month       | 4822           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-278-019 | EDITH, S          | Vacant Lot | Once a month       | 2816           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-278-020 | 437 ELM           | Vacant Lot | Once a month       | 2007           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-22-132-014 | EMERSON           | Vacant Lot | Once a month       | 6136           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-452-022 | 347 FERRY         | Vacant Lot | Once a month       | 5236           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-452-023 | FERRY             | Vacant Lot | Once a month       | 5265           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-255-015 | FIDDIS            | Vacant Lot | Once a month       | 4892           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-255-018 | FIDDIS            | Vacant Lot | Once a month       | 4645           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-260-003 | FIDDIS            | Vacant Lot | Once a month       | 3822           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-260-004 | FIDDIS            | Vacant Lot | Once a month       | 3852           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-453-030 | 104 FOREST        | Vacant Lot | Once a month       | 3673           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-455-007 | FOREST            | Vacant Lot | Once a month       | 7795           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-455-014 | FOREST            | Vacant Lot | Once a month       | 13519          | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-454-008 | 75 FOSTER         | Vacant Lot | Once a month       | 3600           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
|               |                   | <b>L</b>   | TOTAL COST per MOW |                |                                    |                               |                                    |                               |                                    |                               |

Financial Services – Purchasing Division

City of Pontiac  
2020 Mowing Services Bid Form  
Mini Parks and Vacant City Lots



| Sidwell No.   | Property Location | Category   | Max. # of Mows     | Approx Sq. Ft. | May 1 to Oct 15 2020 Price per Mow | Total Price per Site for 2020 | May 1 to Oct 15 2021 Price per Mow | Total Price per Site for 2021 | May 1 to Oct 15 2022 Price per Mow | Total Price per Site for 2022 |
|---------------|-------------------|------------|--------------------|----------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|
| 14-29-201-015 | 9 FOSTER          | Vacant Lot | Once a month       | 3600           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-201-016 | 7 FOSTER          | Vacant Lot | Once a month       | 3600           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-205-026 | 172 FRANCIS, S    | Vacant Lot | Once a month       | 4821           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-107-002 | 34 FRANK          | Vacant Lot | Once a month       | 5242           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-401-007 | GARNER            | Vacant Lot | Once a month       | 7881           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-210-010 | GOING             | Vacant Lot | Once a month       | 6398           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-210-046 | GOING             | Vacant Lot | Once a month       | 4819           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-434-008 | GOING             | Vacant Lot | Once a month       | 7364           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-228-012 | 91 HOWARD, E      | Vacant Lot | Once a month       | 5250           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-228-014 | HOWARD, E         | Vacant Lot | Once a month       | 3499           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-129-003 | HOWARD, W         | Vacant Lot | Once a month       | 4422           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-331-003 | 79 HUDSON         | Vacant Lot | Once a month       | 3176           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-32-210-025 | JACKSON           | Vacant Lot | Once a month       | 2332           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-151-015 | 35 JAMES          | Vacant Lot | Once a month       | 7066           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
|               |                   | <b>M</b>   | TOTAL COST per MOW |                |                                    |                               |                                    |                               |                                    |                               |

Financial Services – Purchasing Division

City of Pontiac  
2020 Mowing Services Bid Form  
Mini Parks and Vacant City Lots



| Sidwell No.   | Property Location | Category   | Max. # of Mows     | Approx Sq. Ft. | May 1 to Oct 15 2020 Price per Mow | Total Price per Site for 2020 | May 1 to Oct 15 2021 Price per Mow | Total Price per Site for 2021 | May 1 to Oct 15 2022 Price per Mow | Total Price per Site for 2022 |
|---------------|-------------------|------------|--------------------|----------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|
| 14-29-152-002 | 50 JAMES          | Vacant Lot | Once a month       | 5281           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-183-009 | JESSIE, N         | Vacant Lot | Once a month       | 4500           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-382-018 | JESSIE, S         | Vacant Lot | Once a month       | 4009           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-180-006 | JESSIE, S         | Vacant Lot | Once a month       | 4569           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-131-010 | JOHSON, N         | Vacant Lot | Once a month       | 4109           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-228-001 | JUDSON            | Vacant Lot | Once a month       | 3473           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-228-003 | JUDSON            | Vacant Lot | Once a month       | 4865           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-129-017 | KENNETT, W        | Vacant Lot | Once a month       | 4200           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-129-030 | KENNETT, W        | Vacant Lot | Once a month       | 998            | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-129-031 | KENNETT, W        | Vacant Lot | Once a month       | 532            | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-22-129-029 | KETTERING         | Vacant Lot | Once a month       | 6031           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-22-129-031 | KETTERING         | Vacant Lot | Once a month       | 5915           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-22-129-020 | KETTERING         | Vacant Lot | Once a month       | 6017           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-22-129-021 | KETTERING         | Vacant Lot | Once a month       | 6002           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
|               |                   | <b>N</b>   | TOTAL COST per MOW |                |                                    |                               |                                    |                               |                                    |                               |

Financial Services – Purchasing Division

City of Pontiac  
2020 Mowing Services Bid Form  
Mini Parks and Vacant City Lots

| Sidwell No.   | Property Location | Category   | Max. # of Mows     | Approx Sq. Ft. | May 1 to Oct 15 2020 Price per Mow | Total Price per Site for 2020 | May 1 to Oct 15 2021 Price per Mow | Total Price per Site for 2021 | May 1 to Oct 15 2022 Price per Mow | Total Price per Site for 2022 |
|---------------|-------------------|------------|--------------------|----------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|
| 14-20-480-002 | LEWIS             | Vacant Lot | Once a month       | 5601           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-22-355-006 | MAXWELL           | Vacant Lot | Once a month       | 2645           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-131-016 | 80 MERRIMAC, N    | Vacant Lot | Once a month       | 3714           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-107-018 | MERRIMAC, S       | Vacant Lot | Once a month       | 3902           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-407-024 | 275 MIDWAY        | Vacant Lot | Once a month       | 6552           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-436-023 | 445 MIDWAY        | Vacant Lot | Once a month       | 5594           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-476-013 | MIDWAY            | Vacant Lot | Once a month       | 5198           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-476-014 | MIDWAY            | Vacant Lot | Once a month       | 5191           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 19-05-228-030 | NEVADA            | Vacant Lot | Once a month       | 4202           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-153-024 | 116 OAKHILL       | Vacant Lot | Once a month       | 4366           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-153-025 | 120 OAKHILL       | Vacant Lot | Once a month       | 4656           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-110-028 | PADDOCK, N        | Vacant Lot | Once a month       | 3208           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-126-002 | PADDOCK, N        | Vacant Lot | Once a month       | 4321           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-153-026 | PADDOCK, N        | Vacant Lot | Once a month       | 2676           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
|               |                   | <b>O</b>   | TOTAL COST per MOW |                |                                    |                               |                                    |                               |                                    |                               |



Financial Services – Purchasing Division

City of Pontiac  
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Mini Parks and Vacant City Lots

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|---------------|-------------------|------------|--------------------|----------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|
| 14-20-106-006 | PARKDALE          | Vacant Lot | Once a month       | 4716           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-27-331-023 | PIKE, E           | Vacant Lot | Once a month       | 3750           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-309-022 | 83 PRALL          | Vacant Lot | Once a month       | 7997           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-331-009 | PROSPECT          | Vacant Lot | Once a month       | 4165           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-333-002 | 252 PROSPECT      | Vacant Lot | Once a month       | 3903           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-404-033 | 381 PROSPECT      | Vacant Lot | Once a month       | 10265          | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-405-043 | PROSPECT          | Vacant Lot | Once a month       | 5094           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-329-004 | REABURN           | Vacant Lot | Once a month       | 3313           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-403-010 | 292 RAEBURN       | Vacant Lot | Once a month       | 5827           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-20-383-017 | ROSE              | Vacant Lot | Once a month       | 3000           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-407-010 | 56 ROSELAWN, N    | Vacant Lot | Once a month       | 4759           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-34-153-026 | RUSSELL           | Vacant Lot | Once a month       | 14553          | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-326-005 | 168 SANDERSON     | Vacant Lot | Once a month       | 7520           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-460-012 | SANFORD, S        | Vacant Lot | Once a month       | 5503           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
|               |                   | <b>P</b>   | TOTAL COST per MOW |                |                                    |                               |                                    |                               |                                    |                               |



Financial Services – Purchasing Division

City of Pontiac  
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Mini Parks and Vacant City Lots



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|---------------|-------------------|------------|--------------------|----------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|
| 14-34-102-007 | SEWARD            | Vacant Lot | Once a month       | 7380           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-34-105-014 | SEWARD            | Vacant Lot | Once a month       | 7361           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-403-005 | SHIRLEY, N        | Vacant Lot | Once a month       | 4771           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-412-019 | SHIRLEY, N        | Vacant Lot | Once a month       | 4759           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-208-017 | 234 SHIRLEY, S    | Vacant Lot | Once a month       | 3719           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-209-017 | SHIRLEY, S        | Vacant Lot | Once a month       | 13541          | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-19-228-013 | STANLEY           | Vacant Lot | Once a month       | 7896           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-403-006 | TASMANIA, N       | Vacant Lot | Once a month       | 3485           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-109-009 | 36 TAYLOR         | Vacant Lot | Once a month       | 6348           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-28-109-013 | 14 TAYLOR         | Vacant Lot | Once a month       | 4302           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-29-202-001 | 89 TREGENT        | Vacant Lot | Once a month       | 3611           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-251-001 | WALL              | Vacant Lot | Once a month       | 6894           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-230-005 | WITTEMORE         | Vacant Lot | Once a month       | 8760           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-206-029 | 227 WILLARD       | Vacant Lot | Once a month       | 2952           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
|               |                   | <b>Q</b>   | TOTAL COST per MOW |                |                                    |                               |                                    |                               |                                    |                               |

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City of Pontiac  
2020 Mowing Services Bid Form  
Mini Parks and Vacant City Lots



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|---------------|-------------------|------------|--------------------|----------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|------------------------------------|-------------------------------|
| 14-33-332-034 | WILSON, E         | Vacant Lot | Once a month       | 4439           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-405-038 | WILSON, E         | Vacant Lot | Once a month       | 5715           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-436-008 | 426 WILSON, E     | Vacant Lot | Once a month       | 4990           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-436-009 | WILSON, E         | Vacant Lot | Once a month       | 5381           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
| 14-33-436-011 | WILSON, E         | Vacant Lot | Once a month       | 5231           | \$                                 | \$                            | \$                                 | \$                            | \$                                 | \$                            |
|               |                   | <b>R</b>   | TOTAL COST per MOW |                |                                    |                               |                                    |                               |                                    |                               |

The following unit price form to be completed for additional or the deletion of work in accordance with the specifications:

| Addition or Deletion                 | Unit        | 2020 Price | 2021 price | 2022 Price |
|--------------------------------------|-------------|------------|------------|------------|
| Mowing Services (including trimming) | Square Feet | \$ _____   | \$ _____   | \$ _____   |
| Edging Services                      | Lin. Foot   | \$ _____   | \$ _____   | \$ _____   |

Financial Services – Purchasing Division



**Financial Services – Purchasing Division**

| City of Pontiac<br>2020 Mowing Services Bid Form<br>Mini Parks and Vacant City Lots           |   |   |   |  |
|---|---|---|---|--|
| CATEGORY  | TOTAL PRICE FOR ALL<br>SITES IN EACH CATEGORY<br>2020 | TOTAL PRICE FOR<br>ALL SITES IN EACH<br>CATEGORY 2021 | TOTAL PRICE FOR ALL<br>SITES IN EACH<br>CATEGORY 2022 | TOTAL PRICE FOR ALL SITES FOR<br>ALL THREE YEARS |
| A. Mini Parks<br>Acres  | \$ _____  | \$ _____  | \$ _____  | \$ _____   |
| B. Vacant City  | \$ _____  | \$ _____  | \$ _____  | \$ _____   |
| C. Vacant City  | \$ _____  | \$ _____  | \$ _____  | \$ _____   |
| D. Vacant City  | \$ _____  | \$ _____  | \$ _____  | \$ _____   |
| E. Vacant City  | \$ _____  | \$ _____  | \$ _____  | \$ _____   |
| F. Vacant City  | \$ _____  | \$ _____  | \$ _____  | \$ _____   |
| G. Vacant City  | \$ _____  | \$ _____  | \$ _____  | \$ _____   |
| H. Vacant City  | \$ _____  | \$ _____  | \$ _____  | \$ _____   |
| I. Vacant City  | \$ _____  | \$ _____  | \$ _____  | \$ _____   |
| J. Vacant City  | \$ _____  | \$ _____  | \$ _____  | \$ _____   |
| <b>TOTAL ALL<br/>CATEGORIES</b>   | \$ _____  | \$ _____  | \$ _____  | \$ _____   |
| <b>TOTAL PRICE<br/>FOR ALL THREE<br/>YEARS FOR ALL<br/>CATEGORIES<br/>INCLUDED IN<br/>BID</b> |   |   |   | \$ _____   |
|   | (in words)  |   |   |  |



## Financial Services – Purchasing Division

### Plowing

Cost per Lane Mile: \$ \_\_\_\_\_

Cost per Lane Mile, in words \_\_\_\_\_

### De-icing

Cost per Lane (Salt): \$ \_\_\_\_\_

Quote should not include cost of Salt

Cost per Lane Mile (Salt), in words  
\_\_\_\_\_

Additional cost to add Brine per Lane Mile \$ \_\_\_\_\_

Quote should not include cost of Brine

Additional cost to add Brine per Lane Mile, in words  
\_\_\_\_\_

### Plow and Salt

Cost per Lane: \$ \_\_\_\_\_

Quote should not include cost of Salt

Cost per Lane Mile, in words \_\_\_\_\_

Additional cost to add Brine per Lane Mile \$ \_\_\_\_\_

Quote should not include cost of Brine

Additional cost to add Brine per Lane Mile, in words  
\_\_\_\_\_



## Financial Services – Purchasing Division

|  | Plowing | Sidewalk | Salting | Removal |                |
|--|---------|----------|---------|---------|----------------|
| 1 City Hall<br>47450 Woodward Ave.<br>(73,000 sf lot, 925 Lf sidewalk)   | \$      | \$       | \$      | \$      | per occurrence |
| 2 Sheriff's Substation<br>110 E. Pike Street<br>(64,500 sf lot, 730 Lf sidewalk)   | \$      | \$       | \$      | \$      | per occurrence |
| 3 Robert Bowen Center<br>52 Bagley Street<br>(42,600 sf lot, 440 Lf sidewalk)  | \$      | \$       | \$      | \$      | per occurrence |
| 4 Ruth Peterson Center<br>990 Joslyn Road<br>(20,000 sf lot, 300 Lf sidewalk)  | \$      | \$       | \$      | \$      | per occurrence |
| 5 50th District Court<br>70 N. Saginaw<br>(13,650 sf lot, 1010 Lf sidewalk)  | \$      | \$       | \$      | \$      | per occurrence |
| 6 Walkway in front of Phoenix Center<br>South side of Water Street<br>between Saginaw and Mill<br>(sidewalk only, 470 Lf sidewalk) |         | \$       | \$      |         | per occurrence |
| 7 Riverfront Park<br>9 N. Saginaw<br>(public sidewalk only, 60 Lf sidewalk)  |         | \$       | \$      |         | per occurrence |
| 8 Vacant Property<br>Lots at Oakland and N. Saginaw<br>(Ceaser E Chavez/Saginaw)<br>(sidewalks only, 140 Lf sidewalk)              |         | \$       | \$      |         | per occurrence |







## Financial Services – Purchasing Division

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### **Related Project Experience:**

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

1) Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

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2) Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client's name: \_\_\_\_\_



## Financial Services – Purchasing Division

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

3) Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

If you require more room, please submit information on another sheet.

### **CITY OF PONTIAC - BID PROPOSAL**

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

Company Name:

\_\_\_\_\_



## Financial Services – Purchasing Division

Address: \_\_\_\_\_  
\_\_\_\_\_

Representative Signature:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title: \_\_\_\_\_

Office # \_\_\_\_\_ Cell # \_\_\_\_\_

\_\_\_\_\_

FAX# \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Date: \_\_\_\_\_

### CONTRACT FOR [TYPE OF SERVICE]

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

City of Pontiac  
47450 Woodward Ave  
Pontiac, MI 48342



## Financial Services – Purchasing Division

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

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

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

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

[INSERT PAYMENT TERMS PER CONTRACT]

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

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

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

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



## Financial Services – Purchasing Division

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

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
- b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
- c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.



## Financial Services – Purchasing Division

### EXHIBIT "A"

#### SCOPE OF SERVICES

The Contractor shall provide [TYPE OF SERVICE].

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

[INSERT SPECIFICS OF RFP HERE]



## Financial Services – Purchasing Division

### EXHIBIT "B"

#### ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.



## Financial Services – Purchasing Division

- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.
- 6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
  - a) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
  - b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.

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Pontiac, MI 48342



## Financial Services – Purchasing Division

- c) Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers.
- e) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
- f) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
- g) Expiration of Policies: If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.
- h) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services, In addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.
- i) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac.

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Pontiac, MI 48342



## Financial Services – Purchasing Division

Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.

- j) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued

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administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.

- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party’s prior written consent.
- 10) Default. If the Contractor:
- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City’s progress schedule, as it may be modified;
  - b) Causes stoppage or delay of, or interference with, the project;
  - c) Fails to promptly pay its employees for work on the project;
  - d) Fails to pay worker’s compensation or other employee benefits, withholding or any other taxes;
  - e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
  - f) Makes unauthorized changes in supervisory personnel;
  - g) Fails in performance or observance of any of the provisions of the contract;
  - h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;

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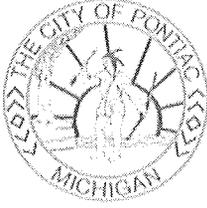


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- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
  - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and



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- ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.
  
- 11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
  
- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
  
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
  
- 14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising



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out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.

- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.
- 16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- 17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage

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prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

- 18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- 20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.



## Financial Services – Purchasing Division

- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall



## Financial Services – Purchasing Division

amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

28) Termination for convenience clause.

- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.



## Financial Services – Purchasing Division

- a) **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be



## Financial Services – Purchasing Division

furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
  - f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) **Termination upon bankruptcy.** This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 31) **Third party action notification.** The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.



## Financial Services – Purchasing Division

- 32) Unsatisfactory work. If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) Waiver. No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.
- 34) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:
- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.  
Web page URL: [http://www.pontiac.mi.us/departments/income\\_tax/index.php](http://www.pontiac.mi.us/departments/income_tax/index.php)  
Tax forms URL: [http://www.pontiac.mi.us/departments/income\\_tax/tax\\_forms.php](http://www.pontiac.mi.us/departments/income_tax/tax_forms.php)
  - b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld



## Financial Services – Purchasing Division

from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.

- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

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

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

[CONTRACTOR]

\_\_\_\_\_  
DATE

Sign: \_\_\_\_\_

Print:

\_\_\_\_\_  
City of Pontiac  
47450 Woodward Ave  
Pontiac, MI 48342



## Financial Services – Purchasing Division

Title:

\_\_\_\_\_

City of Pontiac

Sign: \_\_\_\_\_

DATE

\_\_\_\_\_

Print: \_\_\_\_\_

Title:

\_\_\_\_\_

**#6**

**RESOLUTION**



**CITY OF PONTIAC CITY COUNCIL**

**RESOLUTION AUTHORIZING EXECUTION OF QUIT CLAIM DEED TO OAKLAND HOPE, A MICHIGAN NON-PROFIT CORPORATION FOR A PORTION OF TAX PARCEL 14-17-201-031; AUTHORITY TO EXECUTE THE QUIT CLAIM DEED AND TAKE ALL OTHER ACTION NECESSARY TO CONSUMMATE THE EXECUTION OF THE QUIT CLAIM DEED**

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held at Pontiac City Hall on \_\_\_\_\_, 2020, the following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**WHEREAS**, City Administration received a request from Oakland Hope, a Michigan non-profit corporation, that the City grant Oakland Hope a quit claim deed to a portion of a parcel located at the southeast corner of Walton Boulevard and Baldwin Avenue (part of Tax Parcel 14-17-201-031).

**WHEREAS**, the overall parcel has been a commercial retail strip center for more than 50 years and during Oakland Hope's acquisition of the shopping center from Kosma Enterprises (successor in interest to operator of Atlas Supermarkets, Inc.), a defect in title was discovered and the City is shown as the owner of record for a small portion of the shopping center.

**WHEREAS**, historically, the City owned a 16' wide alley running east to west (from Price Street to Baldwin) through the middle of the overall parcel as well as an alley running north to south from Walton Blvd. to the 16' wide alley. The alleys were vacated by Council action, with the last action being taken on May 18, 1971.

**WHEREAS**, it does not appear that a deed was ever recorded from the City to Atlas Supermarkets for the vacated alley abutting Lot 488.

**WHEREAS**, the Office of the City Attorney was provided with a proposed quit claim deed to convey the East 20 feet of Lot 488 and ½ adjacent vacated alley, DuPont Heights Subdivision to Oakland Hope and made certain modifications to quit claim deed all of which were approved by Marc Swoish, counsel for Oakland Hope.

**WHEREAS**, it is for the mutual benefit of the City and Oakland Hope for the City to convey the property in question to Oakland Hope.

**NOW THEREFORE, BE IT RESOLVED** as follows:

1. The Mayor is authorized to execute the attached quit claim deed to Oakland Hope, and to take any and all other action reasonably necessary and prudent to quit claim the property to Oakland Hope.

**PASSED AND APPROVED BY THE CITY COUNCIL**, Pontiac, Michigan, this \_\_\_\_ day of \_\_\_\_\_, 2020.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

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

\_\_\_\_\_  
GARLAND DOYLE, City Clerk

Dated: \_\_\_\_\_, 2020

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**#7**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable City Council President and City Council Members

**FROM:** Mayor Deirdre Waterman

**DATE:** February 19, 2020

**RE:** Resolution to support \$19 million proposed conversion of the Woodward Avenue Widetrack Loop

On January 27, 2020, the City Council held a special meeting with MDOT Officials to discuss their proposal to convert the Woodward Loop to a two-way traffic operation that would drive traffic back into downtown Pontiac. This proposal was met with expressed community interest and support. A copy of this proposal is attached.

Both the Downtown Pontiac Transportation Assessment (also known as the Livability Study) and the Woodward Avenue Widetrack Loop Traffic Study completed by AECOM, recommend converting both the east (northbound) and west (southbound) sides of the Loop into two-way streets. This conversion would promote livability and placemaking by improving accessibility and connectivity between the downtown businesses and adjacent neighborhoods.

Several organizations, corporations and governments that work with and are directly affected by the current Woodward loop configuration have expressed support for the conversion of the loop to an accessible and more inviting configuration. Letters of their support are attached. Additional letters of support are received almost daily and the council will be informed of those additional letters as they come in.

What is before the Council is not a final approval of any plan, design or funding mechanism. Approval of this Resolution of Support acts solely as the City's statement of support for the project and acknowledgement of the impact the re-configuration will have on the downtown area. This resolution of support is necessary to allow MDOT to move the project from an assessment phase into a pre-design phase.

In order to solidify MDOT's approval to advance and define funding for this project. MDOT requires and has requested that the Pontiac City Council pass a resolution to support this project.

A copy of this resolution is also attached for your consideration and approval:

DR

Attachments



**CITY OF PONTIAC CITY COUNCIL**

**RESOLUTION TO SUPPORT THE MICHIGAN DEPARTMENT OF  
TRANSPORTATION'S (MDOT) \$19 MILLION CONVERSION PROJECT  
OF THE WOODWARD AVENUE WIDETRACK LOOP.**

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held at Pontiac City Hall on \_\_\_\_\_, 2020, the following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**WHEREAS**, on January 27, 2020, the Pontiac City Council held a special meet to meet with MDOT Official's to discuss the Woodward Avenue Widetrack Loop Conversion Proposal.

**WHEREAS**, the Woodward Avenue Widetrack Loop Conversion proposal will promote livability and placemaking by improving accessibility and connectivity between the downtown business district and adjacent neighborhoods.

**WHEREAS**, this proposal is consistent with Pontiac's economic recovery plan entitled "Pontiac Moving Forward," and supports the recommendations of multiple studies, community charrettes, and assessments completed by the City of Pontiac to determine the benefit and effect of the Widetrack Loop conversion.

**WHEREAS**, the City acknowledges the projected effects on traffic flow, congestion and access brought forth in the previous studies, and accepts the following substantial benefits provided by the proposed two way conversion as providing a greater benefit and alternative to the City:

- Reduce the barrier effect the existing wide one-way streets provide today
- Eliminate the existing circuitous routing to provide more travel paths and make the street system less disorienting for motorists.
- Provide on-street parallel parking opportunities using some of the excess pavement width
- Provide opportunities for beautification and traffic calming by introducing narrow median islands.
- Increase pedestrian safety and comfort by reducing vehicle speeds.
- Create economic opportunities by encouraging motorists to slow-down and stop in the City.

**NOW THEREFORE, BE IT RESOLVED** that the Mayor and Pontiac City Council fully support the Michigan Department of Transportation's (MDOT) proposed conversion \$19 million of the Woodward Avenue Widetrack Loop.

The Mayor is authorized to send this resolution to MDOT Officials and to take any action necessary to further support this proposal.

**PASSED AND APPROVED BY THE CITY COUNCIL**, Pontiac, Michigan, this \_\_\_\_ day of \_\_\_\_\_, 2020.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
GARLAND DOYLE, City Clerk

Dated: \_\_\_\_\_, 2020



February 18, 2020

The Honorable Mayor Deidre Waterman  
City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342

Re: Woodward Avenue Widetrack Loop Conversion

Dear Mayor,

It is with great pleasure that I offer my full support for the proposed conversion of the Woodward Avenue Widetrack Loop Project. I currently operate two business ventures in the City of Pontiac, one of which is located directly on the Woodward Loop at 235 North Saginaw Street. I feel strongly that it is in the best interest of the City to continue to re-invent itself with fresh approaches to how the public interacts with its infrastructure.

One building block of a sustainable and thriving downtown community is the ease in which the public has access to its thoroughfares. The proposed endeavor would convert "the Loop" to a two-way traffic operation which in turn would direct traffic into the downtown Pontiac area. As a vested stakeholder in the City of Pontiac, I encourage MDOT to approve the project and provide the needed resources to revitalize how residents, businesses, and visitors traverse the Widetrack Loop into the renaissance space of downtown Pontiac. Revitalizing the downtown area will also help our main business in Pontiac, Williams International; better attract today's generation of engineers, technicians, and other professionals we employ, to our rapidly growing World Headquarters. As you know, many of these folks highly covet the upscale urban environment that you are trying to create.

I look forward to hearing updates on the Woodward Avenue Widetrack Loop Project.

Sincerely,

Gregg G. Williams  
Chairman, President, CEO



February 19, 2020

Mayor Deirdre Waterman  
City of Pontiac  
47450 Woodward Ave.  
Pontiac, MI 48342  
Dear Mayor Waterman,

Greetings! I am writing to you today to offer a letter of full support of the Woodward Avenue Widetrack Loop Conversion proposal. We believe this conversion project will promote patronage of the downtown Pontiac area.

Main Street is a 501(c)(3) non-profit organization charged with managing the City's Main Street program in downtown Pontiac, in partnership with the City of Pontiac and Main Street Oakland County, as well as downtown businesses, property owners, Pontiac residents and volunteers, and other community partners.

The conversion will create a synergy between downtown businesses and residents in the surrounding communities. The two-way street conversion will create safe walkways for residents, visibility for businesses via Woodward Avenue, and encourage foot traffic downtown.

This change is much needed in the city of Pontiac because the residents are the heart of the city. The traffic pattern conversion will hopefully be one that can foster a sustainable relationship between the downtown area and the entire city.

As a local non-profit invested in the prosperity of Pontiac, we believe the conversion would boost the local economy while simultaneously uniting the city. We fully support the Woodward Avenue Widetrack Loop Conversion Proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniela Walters". The signature is enclosed within a large, hand-drawn oval.

Daniela Walters  
Main Street Pontiac  
Board Of Directors



February 24, 2020

*Re: Woodward Avenue Widetrack Loop Conversion*

To Whom It May Concern:

Please accept this letter of strong support for the \$14 million proposed Woodward Avenue Widetrack Loop Conversion project.

As a frequent user of this roadway, Widetrack Drive through this section of Pontiac no longer supports the needs of a community that is experiencing an economic revival. It is outdated and does not reflect the vision of "*Pontiac Moving Forward*".

We believe this conversion will promote livability and placemaking by improving accessibility and connectivity between the downtown business district and adjacent neighborhoods. Many nearby communities, including Auburn Hills, would also benefit tremendously from this project.

High-quality infrastructure is vital to overall economic development success. The proposed improvements to the Woodward Avenue Widetrack Loop will continue to advance economic recovery and sustainability practices and will foster a high quality of life for residents, visitors and businesses.

Thank you for your consideration of and support of this essential project.

My best,

Kevin McDaniel  
Mayor

CITY OF AUBURN HILLS  
1827 N. Squirrel Road  
Auburn Hills, Michigan 48326

WWW.AUBURNHILLS.ORG  
Phone - 248.370.9400  
cityhall@auburnhills.org



innovative *by* nature

Bryan K. Barnett  
Mayor

February 24, 2020

City Council

Stephanie Morita  
District 1

David J. Blair  
District 2

Susan M. Bowyer, Ph.D.  
District 3

Ryan J. Deel  
District 4

Dale Hetrick  
At-Large

Theresa Munglioli  
At-Large

David Walker  
At-Large

Michigan Department of Transportation  
State Transportation Building  
425 W. Ottawa St.  
P.O. Box 30050  
Lansing, MI 48909

**RE: Woodward Avenue Widetrack Loop Conversion**

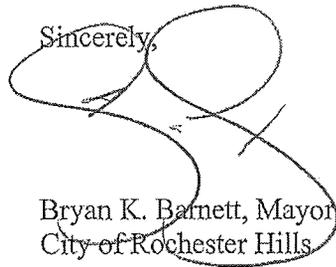
To Whom It May Concern:

I am writing to express my support for the \$14 million proposed conversion of the Woodward Avenue Widetrack Loop.

As Mayor of Rochester Hills, I support strategic improvements to our region. A two-way reconfiguration of the Loop is key to the revitalization of downtown Pontiac. The conversion will positively impact the City of Pontiac and surrounding area, and I recommend you approve funding of this project.

If you have any questions, please contact my office at 248-656-4664.

Sincerely,



Bryan K. Barnett, Mayor  
City of Rochester Hills



February 19, 2020

Mayor Deirdre Waterman  
City of Pontiac  
Pontiac City Hall  
47450 Woodward Avenue  
Pontiac, MI 48342

Dear Mayor Waterman,

On behalf of Flagstar Bank, I am writing to support the conversion of the Woodward Avenue Widetrack Loop from a one-way traffic pattern into two-way travel. This initiative would have numerous economic benefits to the city of Pontiac. Here are just a few:

- It would drive traffic back downtown.
- It would reconnect the neighborhoods to the downtown core.
- It would provide safe access to the hospital, library, and businesses.
- It would slow the speed of vehicular traffic, making downtown retail establishments more accessible to visitors and residents.

As you know, Flagstar Bank has a vested interest in a vibrant downtown Pontiac. We are pleased to stand with the city in supporting the Woodward Avenue Widetrack Loop Conversion. Thank you for your leadership in partnering with MDOT and Oakland County to make this project a reality.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alessandro P. DiNello".

Alessandro P. DiNello  
President and CEO



**PIKE STREET  
PROPERTIES**

Mayor Dr. Deirdre Waterman  
City of Pontiac  
47450 Woodward  
Pontiac, MI 48342

Dear Mayor,

We fully support the Woodward Avenue Wide track Loop Conversion proposal and believe it will have a meaningful and sustainable impact on Pontiac and the region. As a real estate brokerage and advisory firm, located in downtown Pontiac, we also believe that correcting the Loop, an urban planning mistake, will unleash tremendous economic development and revitalization in the downtown District.

The Loop cuts off business flow and separates the downtown of Pontiac from the greater community, causing an unhealthy disconnect of spirit for this city.

Both the Downtown Pontiac Transportation Assessment (also known as the Livability Study) and the Woodward Avenue Wide track Loop Traffic Study completed by AECOM, recommend converting both the east (northbound) and west (southbound) sides of the Loop into two-way streets. This conversion would promote livability and placemaking by improving accessibility and connectivity between the downtown business district and adjacent neighborhoods.

Nearly every investor we have met with has noted that they would wait to invest in downtown Pontiac, "until the Wide Track road situation is corrected with easier to cross two-way streets."

The Loop is a huge safety concern for pedestrians coming to and from downtown, families run across the street with on coming traffic on 4 lanes at 55+ mph. We have witnessed accidents from people driving the wrong way on The Loop several times. We pray it will not take more injuries to correct this problem.

Thank you for all your efforts to fix this mistake in urban mis-planning from the 1960s. For downtown to reach its potential, this is the first step.

Sincerely,

Bob Waun  
Principal  
(248) 722-9286



# Bloomfield Township

Leo C. Savoie, Supervisor • Janet Bonocelli, Clerk • Brian E. Kopos, Treasurer  
David Buckley, Trustee • Neal J. Barnett, Trustee • Michael Schostak, Trustee • Dani Walsh, Trustee

March 3, 2020

Michigan Department of Transportation  
Paul C. Ajeba, Director

Dear Mr. Ajeba,

The Michigan Department of Transportation, in cooperation with Oakland County and the city of Pontiac, is considering the feasibility of converting the Woodward "Loop" in the city of Pontiac into a two-way widetrack traffic configuration. This proposal is being strongly supported by the city of Pontiac, and we in Bloomfield Township would like to also voice support for this project.

Pontiac is our immediate neighbor to the north, and we fully understand the impact the current structure of Woodward Avenue has on that community. It presently creates a somewhat awkward routing of traffic that makes access to the downtown area more difficult. Even adjoining residential neighborhoods are cut off to a degree by the current road configuration. Changing the traffic pattern into a two-way widetrack flow would provide a more direct route into and out of the downtown area and make it more accessible for the neighborhoods as well as those coming into and through Pontiac.

This is good for everyone, including businesses. As a direct neighbor of Pontiac, we have a serious interest in the vitality of that community. Improving the traffic pattern would make the city more accessible and therefore more desirable to attract visitors to local businesses and nearby housing, which in turn benefits the entire community.

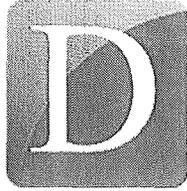
And a healthier, more vibrant Pontiac is good for the entire metro area, including Bloomfield Township.

We urge MDOT to move forward and support funding for this plan to restructure The Loop in Pontiac.

Sincerely,

A handwritten signature in black ink that reads "Leo Savoie".

Leo Savoie  
Bloomfield Township Supervisor



**DOBRUSIN**  
Strategic Intellectual Property Law

February 19, 2020

Mayor Deirdre Waterman  
City of Pontiac  
47450 Woodward Ave.  
Pontiac, MI 48342

Dear Mayor Waterman,

Greetings! I am writing to you today to offer a letter of full support of the Woodward Avenue Widetrack Loop Conversion proposal. We believe this conversion project will promote patronage of the downtown Pontiac area.

Converting "the loop" would provide drivers ease and safety while navigating the Pontiac business district; potentially becoming more aware of the restaurants and shops inside downtown. The conversion will help create more visibility for local businesses as well as highlight safe, accessible parking lots from Woodward Avenue.

The two-way traffic conversion will connect City Hall to the business district. City Hall is a walkable distance from the business district; however, based on current traffic patterns, drivers are compelled to travel various one-way streets to get from one location to another.

We have been given feedback from our clients that one-way navigation makes it difficult to change direction without becoming lost. As a local business and employer, employees and clients will benefit from the conversion

Sincerely,

Daniela Walters  
Patent Attorney Dobrusin Law Firm

**#8**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of Dan Ringo, Interim Director of Public Works

**DATE:** February 11<sup>th</sup> 2020

**RE:** **Resolution to Approve Detroit Regional Convention Authority to operate and maintain the Phoenix Center Parking Deck Operations in an amount not exceed \$19,000.00**

The Department of Public Works has coordinated with and discussed the operations and maintenance of the Phoenix Center with the Detroit Regional Convention Authority, a Wayne County Public Authority. Through our discussions and meetings, a proposal was submitted to assist the City with the pending operations and maintenance obligations stated in the Settlement Agreement. This is a short term contract to assist the City with the operations and maintenance until such time as we are able to either hire in-house staff or publically advertise and bid the work once the structure is fully operational.

The proposal contract provided herein will reduce the cost to the City from what we are currently paying Ottawa Towers to maintain the structure.

The Department of Public Works is requesting that the City of Pontiac enter an agreement with the Detroit Regional Convention Authority to operate the Phoenix Center Parking Deck Operations.

**WHEREAS,** The Department of Public Works have met with officials of the DRCA and found their organization to have the organizational knowledge and experience to operate the parking deck for the Phoenix Center until a permanent solution can be determined through a full RFP process; and

**WHEREAS,** The agreement has been reviewed and approved by the City Attorney; and

**NOW, THEREFORE, BE IT RESOLVED,**

The Pontiac City Council authorized the Mayor to enter into an agreement with Detroit Regional Convention Authority for the amount of \$19,000 for operating the Parking Deck of the Phoenix Center commencing March 1<sup>st</sup> 2020.

dr

Attachments.

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT**  
**FOR MANAGEMENT AND OPERATION OF**  
**PHOENIX CENTER PARKING**

This Memorandum of Understanding and Agreement for Management and Operation of the Phoenix Center Parking (“Memorandum of Understanding”), dated this 1<sup>st</sup> Day of December, 2019, is by and between the Detroit Regional Convention Facility Authority, One Washington Blvd, Detroit, Michigan 48226 (“Authority”) and the City of Pontiac, 450 E. Wide Track Drive, Pontiac, Michigan 48342 (“City”).

IT IS HEREBY UNDERSTOOD AND AGREED that the Authority is a municipal public body corporate and politic and a metropolitan authority established by Act 554, Michigan Public Acts, 2008, as amended.

IT IS FURTHER UNDERSTOOD AND AGREED that the City is a municipal corporation operating under a City Charter pursuant to the Home Rule City Act, Act 279 of 1909, as amended.

IT IS FURTHER UNDERSTOOD AND AGREED that the City is the owner of the Phoenix Center Parking Pontiac, MI 48342 (“Parking Deck”).

IT IS FURTHER UNDERSTOOD AND AGREED that the Authority has extensive experience and expertise in the operation and management of parking operations for the TCF Convention Center located in Detroit, Michigan (formerly COBO Center).

IT IS FURTHER UNDERSTOOD AND AGREED that on February 11<sup>th</sup> 2020, the City approved the selection of the Authority to manage and operate the Phoenix Center Parking Deck upon reaching mutually agreeable operating guidelines, terms and conditions.

IT IS FURTHER UNDERSTOOD AND AGREED that the Authority and the City desire to enter into and be legally bound by this Memorandum of Understanding and Agreement for Management and Operation of the Phoenix Center Parking Deck.

NOW THEREFORE, intending to be legally bound hereby, in consideration of the premises and mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto further understand and agree as follows:

1. Appointment. The City hereby appoints the Authority to manage and supervise, directly or indirectly, where applicable, the ongoing business operations of the Phoenix Parking Deck, and agrees that during the term of this Memorandum of Understanding, the Authority may take such actions as it deems reasonably necessary to render such management services to the City. The City shall provide capital improvements to the Parking Deck and sufficient funds for the Authority to perform the Management Services as set forth in this Memorandum of Understanding.
2. Acceptance. The Authority hereby accepts such appointment by the City and agrees to act in accordance with the duties and responsibilities set forth in this Memorandum of Understanding and to take such actions as may reasonably be required to discharge such duties and responsibilities.

3. Term. This Memorandum of Understanding shall become effective March 1, 2020 and shall expire on November 30, 2020. The Parties may mutually agree to extend the Term, with extension terms as mutually agreed upon, by either party providing written notice of intent to exercise extension option on or before June 1, 2020. Any extensions of the stated term of this Memorandum of Understanding must be made expressly, in writing, and executed by both parties.
4. City Obligations. The City shall comply with the following obligations under this Memorandum of Understanding:
  - (a) The City shall make all necessary structural repairs required to bring the Parking Deck into compliance with applicable local, state and federal health and safety regulations as set forth in Exhibit B, including, but not limited to repairs to the foundation, concrete, electrical systems, lighting, circuits, gates, stairs and elevators. It is expressly understood and agreed that the City and Authority will collaborate on construction schedules in an effort to continue efficient operation of the Parking Deck throughout the Term of this Memorandum of Understanding;
  - (b) The City shall grant the Authority access and use of any existing management, financial and/or accounting system(s) used to operate the Parking Deck. If such systems do not exist, the Authority will obtain such systems as it deems appropriate to operate the Parking Deck. Any systems obtained by the Authority will remain the property of the Authority throughout the Term of this Memorandum of Understanding;
  - (c) The City shall provide adequate security for the Facility as determined by the Authority, including, but not limited to, mobile patrol by the Oakland County Sheriff; and
  - (d) The City shall provide ten thousand dollars (\$10,000.00) in up front working capital for the Authority to initiate the duties as set forth in this Memorandum of Understanding and pay expenses associated with operation of the Parking Deck, including maintenance fees and supplies/incidentals as set forth in Exhibits A and B. The working capital will remain the property of the City and shall be returned to the City at the conclusion of the Term of this Memorandum of Understanding. It is expressly understood and agreed that the City shall remain solely responsible for paying all utility expenses associated with operation of the Facility during the Term of this Memorandum of Understanding.
5. Parking Deck Management Services. The Authority shall provide all labor personnel necessary to manage and operate the Parking Deck, including a parking manager, parking attendant(s) and maintenance staff. The Authority shall also provide general management advice with respect to the following:
  - (a) Financial matters including, cash flow management, accounting and data processing systems and procedures, budgeting, equipment purchases, business forecasts, capital expenditures and annual budgets and projections;
  - (b) Administration and operation matters including research, marketing and promotion;
  - (c) Management of Authority personnel assigned to the Parking Deck; and

- (d) Design and implementation of Parking Deck renovations and construction of capital improvements.

6. Insurance and Indemnification.

- (a) The City shall be responsible for maintaining insurance to cover the real property and structure of the Parking Deck, as well as all fixtures belonging to the City. The City shall name the Authority as an additional insured on all applicable policies that the City maintains relative to the Parking Deck.
- (b) The Authority shall be responsible for maintaining insurance to cover all business personal property belonging to, procured by, and/or leased by the Authority, and the Authority shall also be responsible for maintaining worker's compensation insurance for Authority employees assigned to the Parking Deck.
- (c) The City shall, at its own expense, secure and deliver to the Authority, and shall keep in force at all times during the Term, the following insurance policies which shall name the Authority as an additional insured, in form acceptable to the Authority. The City's insurance policies shall be primary over any policies the Authority may have.

6.1 Types of Insurance.

- 6.1.1 Commercial general liability insurance policy in an amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Coverage should include premises/operation, products/completed operation, personal and advertising injury, contractual liability and fire damage legal liability.
- 6.1.2 Excess liability insurance in an amount not less than Ten Million Dollars (\$10,000,000) for each occurrence; this coverage is to provide excess limits over the commercial general liability, commercial automobile liability, workers compensation, and employers' liability.
- 6.1.3 Comprehensive automotive bodily injury and property damage insurance covering all vehicles whether owned or non-owned by City or operated by Authority's Employees or on behalf of the City in the performance of the Services, with a combined single limit of not less than One Million Dollars (\$1,000,000).
- 6.1.4 Employers' liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each accident.
- 6.1.5 Workers compensation insurance for City Employees assigned to the Parking Deck, as required by all applicable laws;

- 6.2 General Insurance Requirements. All of the foregoing policies of insurance shall provide and/or include the following terms, requirements and provisions:

- 6.2.1 A valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' advance written notice thereof to the Authority."
- 6.2.2 Not less than thirty (30) days prior to the expiration of any insurance policy during the Term, the City shall provide the Authority a certificate and/or policy evidencing the renewal of such policy or policies.
- 6.2.3 The coverage shall be occurrence-based, not claims made unless approved by the Authority.
- 6.2.4 The insurance described shall be obtained from one or more insurance companies duly authorized to issue such policies in the State of Michigan and carry an A.M. Best rating of at least "A XI" or a successor or substitute rating service acceptable to the Authority.
- 6.3 Minimum Requirements. The City hereby acknowledges that the insurance policy terms, limits and conditions set forth herein, constitute Minimum Insurance Requirements and shall in no way be interpreted to limit or restrict the amount of insurance that the City should secure. Nor shall the foregoing Minimum Insurance Requirements limit the liabilities or obligations of the City under this Memorandum of Understanding, including without limitation, the City's indemnification obligations set forth herein.
- 6.4 City Subcontractors. Any Subcontractor hired by the City shall include the Authority and its Directors, Officers and Employees as additional insureds under its policies in a form acceptable to the Authority. All insurance requirements set forth herein, including minimum requirements and terms related to cancellation and/or modification of insurance, shall apply to all City Subcontractors, to the fullest extent applicable to the portion of the services they provide at the Parking Deck. It is expressly understood and agreed that the requirements of Section 6.4 do not apply to the Authority as an Independent Contractor hired by the City.
- 6.5 Suspension of Services due to Lack of Insurance. The Authority shall notify the City whenever it has a reasonable belief that the City has failed to secure or maintain insurance as required by this Memorandum of Understanding. Notwithstanding any other provision of this Memorandum of Understanding, after its receipt of any such notice, the Authority and Authority Employees shall not enter the Parking Deck until the City has secured and is maintaining insurance as required by this Memorandum of Understanding. It is expressly understood and agreed that the Authority has no duty to perform or continue management services if there is a lapse in insurance as required by this Memorandum of Understanding.
- (d) Indemnification. To the greatest extent permissible by law, the City shall indemnify, defend, and hold harmless the Authority, its Directors, Officers and Employees from and against any and all losses, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") arising from (i) City's failure to comply with any and all federal, state, foreign, local, and/or municipal regulations, ordinances, statutes, rules, laws,

and/or constitutional provisions (collectively the "Laws") applicable to performance under this Memorandum of Understanding, (ii) any unlawful acts on the part of City, City Employees and/or City Subcontractors, (iii) personal or bodily injury to or death of persons or damage to the Parking Deck and/or property of the Authority which has been alleged to have been caused by the negligent and/or intentional acts, errors, and/or omissions, or the willful misconduct of City, City Employees and/or City Subcontractors, (iv) City's failure to pay any wages, invoices, taxes, and/or other amounts to be paid by City as and when they are due, and/or (v) the material breach or default by City, City Employees and/or City Subcontractors of any provisions of this Memorandum of Understanding, including, but not limited to the acts and/or failures to act of City, its Employees, and/or City Subcontractors in completing capital improvements, and any and all liability, statutory, or otherwise, alleged to arise from operation of the Parking Deck. To the greatest extent permissible by law, the Authority agrees to indemnify and hold harmless the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses which may be imposed upon, incurred by or asserted against the City where a loss is alleged to have been caused by the gross negligence and/or willful or wanton misconduct of the Authority and/or its Employees in performing Services pursuant to this Memorandum of Understanding.

(e) Survival of Indemnity. The indemnity provisions set forth in this paragraph shall survive the termination of this Memorandum of Understanding.

(f) Authority Not Responsible. The Authority shall not be responsible for any goods, merchandise, inventory or equipment owned or leased by the City and used, maintained or stored at the Parking Deck. Nor will the Authority be responsible for any damage resulting from a power failure, flood, fire, explosion, vandalism, theft, and or other causes.

7. Compensation. In consideration for the Management Services rendered by the Authority as provided in this Memorandum of Understanding, the City agrees to compensate and pay the Authority as follows:

(a) The City shall pay the Authority an annual Management Fee of \$9,000, payable in 9 equal monthly installments of \$1,000, within 30 days submission of an invoice by the Authority; and

(b) Any profit derived from the Parking Deck during the Term of this Memorandum of Understanding shall be split 50% between the Authority and the City. The Profit shall be calculated based on net Parking Deck revenue less any costs incurred by the Authority for performance of the Management Services.

8. Status as Independent Contractor. The Authority recognizes that it is being engaged as an independent contractor and not as an agent or employee of City. The Authority acknowledges that as an independent contractor it is undertaking certain risks of loss not associated with an employment relationship. Under no circumstances is the Authority considered to be the agent of the City. Except as authorized under the terms of this Memorandum of Understanding, the Authority shall have no authority to act in City's name or on its behalf or to enter into any contract or agreement on behalf

of City or to bind or obligate City in any manner whatsoever. The Authority shall be solely liable and responsible for paying its own employees, subcontractors, and agents, if any, and for paying all taxes imposed, levied or assessed by any governmental agency, as applicable, on the compensation it receives from City.

9. Subordination. This Memorandum of Understanding shall be subordinate to the Settlement Agreement and Release dated November 1, 2018, (“Release”) attached as Exhibit B. It is expressly understood and agreed that any conflicting obligations of the Parties set forth in this Memorandum of Understanding are superseded by the terms of the Release.
10. Communications and Notices. The Authority and City shall each designate in writing a person to be advised as to any and all matters under this Memorandum of Understanding. Any notices to be given hereunder by any party to any other party may be affected by personal delivery, in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other party in accordance with this Paragraph 9. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing.

To the Authority:                      Detroit Regional Convention Facility Authority  
One Washington Blvd  
Detroit, Michigan 48226  
Attn: Patrick S. Bero, CEO/CFO  
With Copy to:

To the City:                              City of Pontiac  
47450 Woodward Ave  
Pontiac, Michigan 48342  
Attn:  
With Copy to:

11. Default. If City neglects or fails to perform its obligation to make all necessary structural repairs to the Parking Deck, reimburse the Authority or pay compensation or fees when due; if City neglects or fails to perform any other covenants or obligations set forth in this Memorandum of Understanding to be observed and performed on its part for 10 days after written notice by Authority of the default; if City makes any assignment for the benefit of creditors or a receiver or Emergency Manager is appointed for City or its property; or if any proceedings are instituted by or against City in bankruptcy (including reorganization) or under any insolvency laws, the Authority may cease Services and terminate this Memorandum of Understanding.
12. No Waiver of Rights. All waivers hereunder must be made in writing and failure by any party at any time to require any other party's performance of any obligation under this Memorandum of Understanding shall not affect the right subsequently to require performance of that obligation. Any waiver of any breach of any provision of this Memorandum of Understanding shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.

13. Assignment. Neither party shall assign or attempt to assign any of its rights or obligations hereunder without the prior written consent of the other party.
14. Amendment and Modification. No amendment or modification of this Memorandum of Understanding shall be binding unless executed in writing by the party to be bound thereby.
15. Entire Agreement. This Memorandum of Understanding, constitutes the complete and exclusive statement of this Agreement between the parties and supersedes all prior representations, understandings, and communications, oral and written, between the parties relating to the subject matter thereof.
16. Severability. The parties expressly agree and contract that it is not the intention of either of them to violate any public policy, statutory or common laws, rules, regulations, treaties or decisions of any government or agency thereof. If any paragraph, sentence, clause, word or combination thereof in this Memorandum of Understanding is judicially or administratively interpreted or construed as being in violation of any such provision of any jurisdiction, such paragraph, sentence, word, clause or combination thereof shall be inoperative in each such jurisdiction and the remainder of this Agreement shall remain binding upon the parties and the Agreement as a whole shall be unaffected elsewhere.
17. Exclusive. This Memorandum of Understanding and Agreement for Management and Operation of Phoenix Center Parking Deck is exclusive. The City may not hire other entities to provide similar Services as being provided by the Authority hereunder.

This Memorandum of Understanding and Agreement is recognized and accepted by the undersigned as a contractual agreement and obligation bound upon the consideration of services and/or monies as described herein. The obligation of this Memorandum of Understanding and Agreement shall be performed by the undersigned or those lawfully acting on their behalf in conjunction with the completion and fulfillment of the terms, conditions and provisions as set forth, and shall be interpreted in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding and Agreement for Management and Operation of Phoenix Center Parking Deck to be signed by their duly authorized officers and representatives:

Detroit Regional Convention Facility Authority:

By \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

City of Pontiac:

By \_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**#9**

**RESOLUTION**



## MEMORANDUM

City of Pontiac

Controller's Office

47450 Woodward Avenue

Pontiac, Michigan 48342

Telephone: (248) 758-3118

Fax: (248) 758-3197

---

DATE : 02/19/2020

TO: Honorable Mayor and City Council

FROM: Irwin Williams, CPA, Plante & Moran – Finance Director's Office

THROUGH: Jane Bais DiSessa – Deputy Mayor

SUBJECT: Budget amendment FY 2019-2020 – fiscal year 2018-2019 rollovers for Department of Public Works

---

Mayor Waterman,

In Fiscal year 2018-2019 there were available budget line items for projects which had not started or had not been completed which can be used to complete projects in this fiscal year 2019-2020. Those projects are:

- Major Street Fund
  - \$30,000 – South Boulevard-Woodward to MLK road repair
  - \$15,301 – Perry St road repair
  - \$125,395 – Mill Street Road Repair
  - \$75,544 – Hill Street Road repair
  - \$3,165 – Joslyn Street road repair
- Local Street Fund
  - \$333,184 – Kettering St road repair
  - \$ 1,176 – Nebraska :Franklin to Howland road repair
  - \$105,499 – Highwood Blvd road repair
  - \$261,069 – Ferry road repair

If Council agrees with the budget amendment above, then the following resolution would be in order:

*Whereas, the City of Pontiac timely approved the 2019-2020 budget on June 9, 2019, and;*

*Whereas, the Mayor has reviewed the department of public works requests for rollover of unused appropriations in the previous fiscal year, 2018-2019, and;*

*Whereas, the Mayor is proposing to the City Council to increase the appropriations for the current year 2019-2020 for the funds and amounts described in exhibit A and below as necessary to complete the projects that the City Council had fully funded and approved in the last fiscal year but were not timely expended. Those amounts are:*

- *Majorl Street Fund - \$249,405*
  - *Public Works - \$249,405*
- *Local Street Fund - \$700,931*
  - *Public Works - \$700,931*

*Whereas, the increased appropriations will not cause the fund balance in any of the funds to go below the policy mandated thresholds and;*

*Now therefore, be it resolved that the City Council of the City of Pontiac approves the rollover budget amendments for the fiscal year 2019-2020 as requested by the Mayor and department of public works above and detailed in the attachment labeled exhibit A.*

## Exhibit A

| GL NUMBER                | DESCRIPTION                             | 2019-2020      | Proposed   | 2019-2020      |
|--------------------------|---|----------------|------------|----------------|
|                          |   | Current Budget | Amendment  | Amended Budget |
| Fund 202 - MAJOR STREETS |   |                |            |                |
| CAPITAL OUTLAY           |   |                |            |                |
| 202-463-974.055          | TO BE DETERMINED ROAD                   | 350,000.00     |            | 350,000.00     |
| 202-463-974.066          | HILL STREET                             | 0.00           | 75,544.00  | 75,544.00      |
| 202-463-974.070          | JOSLYN                                  | 0.00           | 3,165.00   | 3,165.00       |
| 202-463-974.071          | UNIVERSITY DRIVE                        | 30,000.00      |            | 30,000.00      |
| 202-463-980.000          | UNIVERSITY DRIVE : MLK TO E. CITY LIMIT | 3,100,000.00   |            | 3,100,000.00   |
| 202-463-982.000          | SOUTH BLVD : WOODWARD TO MLK            | 0.00           | 30,000.00  | 30,000.00      |
| 202-463-987.000          | PERRY                                   | 30,000.00      | 15,301.00  | 45,301.00      |
| 202-463-988.000          | MILL                                    | 30,000.00      | 125,395.00 | 155,395.00     |
| CAPITAL OUTLAY           |   | 3,540,000.00   | 249,405.00 | 2,354,594.65   |

| GL NUMBER                | DESCRIPTION                    | 2019-2020      | Proposed   | 2019-2020      |
|--------------------------|--------------------------------|----------------|------------|----------------|
|                          |                                | Current Budget | Amendment  | Amended Budget |
| Fund 203 - Local Streets |                                |                |            |                |
| CAPITAL OUTLAY           |                                |                |            |                |
| 203-463-974.055          | TO BE DETERMINED ROAD          | 100,000.00     | 0.00       | 100,000.00     |
| 203-463-974.069          | KETTERING                      | 0.00           | 333,185.00 | 333,185.00     |
| 203-463-985.000          | NEBRASKA : FRANKLIN TO HOWLAND | 0.00           | 1,176.00   | 1,176.00       |
| 203-463-989.000          | HIGHWOOD BLVD.                 | 0.00           | 105,500.00 | 105,500.00     |
| 203-463-990.000          | FERRY                          | 0.00           | 261,070.00 | 261,070.00     |
| CAPITAL OUTLAY           |                                | 100,000.00     | 700,931.00 | 800,931.00     |

**#10**

**RESOLUTION**



## MEMORANDUM

City of Pontiac

Controller's Office

47450 Woodward Avenue

Pontiac, Michigan 48342

Telephone: (248) 758-3118

Fax: (248) 758-3197

---

DATE : 02/20/2020

TO: Honorable Mayor and City Council

FROM: Irwin Williams, Plante & Moran – Acting Finance Director

THROUGH: Jane Bais DiSessa – Deputy Mayor

SUBJECT: Budget amendment FY 2019-2020 – Youth Recreation Building Lease

---

Mayor Waterman,

The lease between Creative Schools Management and the City of Pontiac was entered into as of the 1<sup>st</sup> day of July 2018. Creative Schools Management is leasing the building located at 825 Golf Drive, Pontiac MI 48341 to the City of Pontiac for the monthly installments of \$26,000. Total annual lease amount is equal to \$312,000.00. The lease is ongoing as of today.

Within the lease agreement between Creative Schools Management and City of Pontiac is an option to purchase the premises during the periods commencing as of April 1, 2019 and ending June 30, 2019. The City was planning to execute this purchase option and included an amount of \$3,150,000 within the General Fund's 2019/2020 Fiscal Year budget. The purchase option has not been executed as of today. Due to this, the City is currently continuing to pay lease payments of \$26,000/month out of its special revenue fund 208 Youth Recreation. The City is currently paying the lease out of the un-budgeted line item account 208-756-941.000 Services – Building & Land Rental. Year to date, the City has paid \$182,000 towards the lease.

In order to rectify this current un-budgeted line item, a budget amendment will need to be approved by the City Council. Total payments will amount to \$312,000 for Fiscal Year 2019/2020. The City will need to transfer \$312,000 from its fund balance to cover these un-budgeted lease expenditures

The following amendment is recommended:

|   |           |
|---|-----------|
| 208-756-941.000 – Services – Building & Land Rental | \$312,000 |
| Fund 208 – Youth Recreation Fund Balance            | (312,000) |

If Council agrees with the budget amendment above, then the following resolution would be in order:

*Whereas, the City of Pontiac timely approved the 2019-2020 budget on June 2019, and;*

*Whereas, the City Council approved the lease between Creative Schools Management and the City of Pontiac to lease the building located at 825 Golf Drive, Pontiac MI 48341, and;*

*Whereas, the terms of lease between Creative Schools Management and the City of Pontiac shall commence on July 1, 2018 and expire on June 30, 2021, and;*

*Whereas, the lease specifies that the base rent for the building is \$26,000 per month, and \$312,000 annually, and;*

*Whereas, the City has not executed the purchase option during Fiscal Year 2019/2020 and continues to pay the monthly base rent amount of \$26,000 out of the un-budgeted line item within its special revenue fund 208 Youth Recreation, this unbudgeted line item is account 208-756-941.000 Services – Building & Land Rental*

*Whereas, the total amount the City is liable for during its Fiscal Year 2019/2020 is \$312,000, and;*

*Whereas, the Mayor is proposing to the City Council to approve a budget amendment that will take \$312,000 out of the Youth Recreation fund balance and increase the expenditure account 208-756-941.000 Services – Building and Land Rental,*

*Now therefore, be it resolved that the City Council of the City of Pontiac approves the Youth Recreation amendment requested by the Mayor above.*

**#11**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

**TO:** Honorable City Council President Kermit Williams, and City Council Members

**FROM:** Jane Bais DiSessa, Deputy Mayor

**CC:** Honorable Mayor Deirdre Waterman, Irwin William, Interim Finance Director/Plante Moran.

**DATE:** March 4, 2020

**RE:** **Resolution to Approve the Salary Pay Range for the Finance Director Position between \$110,000.00 and \$120,000.00.**

On Tuesday, March 3, 2019, the City Council Finance Sub-Committee met with Mr. Tom Adams, President of TJA Staffing Services Inc. and Executive Staff, to discuss the present salary for the City's vacant Finance Director position.

Mr. Adams stated that he could not recruit qualified, senior financial candidates at the City's current salary of \$50,000.00. To support his statement, he presented the City Council Finance Sub-Committee with a copy of a current salary survey conducted by the Michigan Municipal League (MML). As shown on Table I below, the salary for a Finance Director/Comptroller ranged from \$100,000.00 to \$130,000.00. Also, based on the figures below, a total of \$113,004.00 was calculated as the average salary (or mean) for this position. A copy of the MML salary survey is attached for your information.

Table I: MML Salary Survey – Finance/Comptroller

| <u>Municipality</u> | <u>Population</u> | <u>Budget Rev.</u>  | <u>Actual Salary</u> |
|---------------------|-------------------|---------------------|----------------------|
| Pontiac             | <b>59,515</b>     | <b>\$69,221,399</b> | <b>\$50,000.00</b>   |
| Novi                | 55,224            | \$35,871,634        | \$130,411.00         |
| St. Clair Shores    | 59,715            | \$40,284,594        | \$115,594.00         |
| Rochester Hills     | 70,995            | \$24,547,900        | \$112,636.00         |
| Westland            | 84,094            | \$68,665,664        | \$111,622.00         |
| Oak Park            | 29,319            | \$21,564,309        | \$110,510.00         |
| Auburn Hills        | 21,412            | \$27,964,539        | \$100,257.00         |
| Hazel Park          | 16,422            | \$15,375,245        | \$110,000.00         |

Based on the City of Pontiac's population size of 59,515 and budget revenue of \$69 Million, Mr. Thomas stated that a comparable salary range of \$110,000.00 to \$120,000.00 would allow him to recruit qualified candidates. As such, the following resolution is recommended for your consideration:

*Whereas, a proper salary range will attract qualified candidates for the position of Finance Director for the City of Pontiac, and*

*Whereas, based on a recent MML compensation survey of other municipalities, it is deemed that a salary range between \$110,000.00 and \$120,000.00 is representative of the current job market.*

*Now therefore, the City Council authorizes the Mayor to recruit candidates for the Finance Director Position, between the salary range of \$110,000.00 and \$120,000.00.*

JBD  
Attachment

## MUNICIPAL FINANCE DIRECTOR SALARY JUSTIFICATION

Municipal (City) Finance Directors are responsible for the city's financial health. They have broad authority in city government. As the city's chief bookkeeper, a finance director combines operational and strategic roles, manages accounting and financial control functions, and establishes a financial strategy for the profitable long-term growth of the city.

A Finance Director's salary is often figured by using data from cities with similar demographics....e.g. city population, budget revenue, # of people under their supervision, and (at times) candidates' credentials. Due to the wide authority of the position, many cities pay their finance directors increasingly higher than other department heads.

Below is a list of CURRENT salaries for some of Michigan's Municipal Finance Directors. This information was provided by the **Michigan Municipal League** (mml.org), a source for municipal data reporting. The data was extrapolated based on a common set of demographics reported by each municipality.

Source: Michigan Municipal League

### STATE OF MICHIGAN MUNICIPAL FINANCE DIRECTOR

### SALARY JUSTIFICATION COMPARISON CHART

| MUNICIPALITY                  | COUNTY     | POSITION                       | POPULATION | BUDGETED REVENUE | ACTUAL SALARY |
|-------------------------------|------------|--------------------------------|------------|------------------|---------------|
| Plymouth                      | Wayne      | Finance Director or Controller | 9,132      | 8,985,710        | 42.18/Hr.     |
| Troy                          | Oakland    | Finance Director or Controller | 80,980     | DNR              | DNR           |
| Farmington Hills              | Oakland    | Finance Director or Controller | 79,740     | 60,625,988       | \$97,419      |
| Huntington Woods              | Oakland    | Finance Director or Controller | 6,238      | \$8.1 million    | \$91,292      |
| Pontiac                       | Oakland    | Finance Director or Controller | 59,515     | 69,221,399       | \$50,000      |
| Novi                          | Oakland    | Finance Director/Treasurer     | 55,224     | 35,871,634       | \$130,411     |
| Saint Clair Shores            | Macomb     | Finance Director/Treasurer     | 59,715     | 40284594         | \$115,594     |
| Rochester Hills               | Oakland    | Finance Director or Controller | 70,995     | \$24,547,900     | \$112,636     |
| Westland                      | Wayne      | Finance Director or Controller | 84,094     | 68,665,664       | \$111,622     |
| Oak Park                      | Oakland    | Finance Director or Controller | 29,319     | 21,564,309       | \$110,510     |
| Auburn Hills                  | Oakland    | Finance Director or Controller | 21,412     | 27,964,539       | \$100,257     |
| Hazel Park                    | Oakland    | Finance Director or Controller | 16,422     | \$15,375,245     | \$110,000     |
| Roseville                     | Macomb     | Finance Director or Controller | 47,299     | 38,504,392       | \$96,103      |
| Gibraltar                     | Wayne      | Finance Director or Controller | 4,656      | \$3,835,378      | \$56,650      |
| Lincoln Park                  | Wayne      | Finance Director or Controller | 38,144     | \$23,917,831     | \$72,000      |
| Independence Charter Township | Oakland    | Finance Director or Controller | 34,681     | 7888488          | \$100,255     |
| Allen Park                    | Wayne      | Finance Director or Controller | 28,210     | 23,450,578       | \$96,032      |
| Monroe                        | Monroe     | Finance Director or Controller | 20,733     | 20,623,474       | \$119,000     |
| Fowlerville                   | Livingston | Finance Director or Controller | 2,886      | 2012270          | \$25,836      |
| Ypsilanti                     | Washtenaw  | Finance Director or Controller | 19,435     | 14753478         | \$87,630      |
| Grosse Pointe Woods           | Wayne      | Finance Director or Controller | 16,135     | 14954923         | \$86,569      |
| Highland Park                 | Wayne      | Finance Director or Controller | 11,776     | 11,321,924       | \$60,000      |

**#12**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of Matthew Gibb, Special Counsel for Community and Economic Development on behalf of John V. Balint, Director of Public Works/City Engineer

**DATE:** February 26, 2020

**RE: Resolution to Adopt new calendar schedule for Phoenix Center Project Timeline**

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Based on Council action March 3, 2020, the following resolution is recommended;

WHEREAS On March 3, 2020 the City Council accepted the recommendation of the Phoenix Center Parking Garage A/E Selection Committee and awarded a contract to IDS for Professional Engineering and Architectural Services for the Phoenix Center in the amount of \$659,000 (5.68%) with Not to Exceed Cost of Reimbursable Expenses of \$13,000.

WHEREAS, the City is aware of the timing and terms of the Settlement Agreement requiring the City to perform and complete certain acts by November 1, 2020, recently receiving written notice of the same, requiring that the schedule for performance is updated.

NOW BE IT RESOLVED that the calendar schedule for the timing of performance, as provided by AUCH Construction, is amended to reflect March 3, 2020 as the date approval of Architectural and Engineering Services, May 10, 2020 as the estimated date for completion of core Design Services, and July 15, 2020 as the estimated date for completion of bid packages outlining preliminary scope of work.



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable City Council President Kermit Williams, and City Council Members

**FROM:** Mayor Deirdre Waterman

**CC:** Jane Bais DiSessa, Deputy Mayor; Irwin William, Interim Finance Director/Plante Moran; and Anthony Chubb, City Attorney.

**DATE:** March 4, 2020

**RE:** **Mayoral Report – Letter from Maddin, Hauser, Roth & Heller PC Attorney and Counselors, RE: Ottawa Tower II, LLC v. City of Pontiac, Case No. 12-130331-CH.**

As referenced above, on Tuesday, March 3, 2019, the City of Pontiac was notified that a letter from Maddin, Hauser, Roth and Heller had been sent to Mr. John Balint, former DPW Director for the City of Pontiac. Please note that although this letter is dated February 10, 2020, the Executive Office and the City Attorney did not receive this letter until the afternoon of March 3, 2020.

The purpose of this letter was to place the City of Pontiac on notice of our impending breach of this Agreement as provided in Section 6.4 of the Settlement Agreement and Release, entered into effect by the City Council as of November 1, 2018. Attorney Steven D. Sallen, reminded the City that we have seven (7) days after receipt of this letter to *"confirm in writing that the City will remedy the deficiency expeditiously within a defined time period specified in the City's written response."*

Since the City Council's formal approval of this Agreement, I have diligently provided the Council with viable solutions supported by experienced, highly-qualified financial experts. Despite these efforts, very little action has been taken to meet our legal obligations to-date.

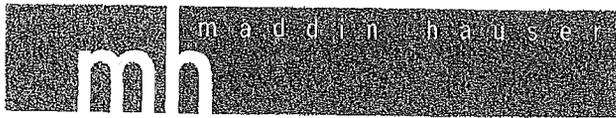
The City Council's inaction, poses serious financial risks to the City's overall budget, impairs current and future economic growth and development, and places a potential tax burden on Pontiac taxpayers.

A copy of this letter is attached.

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JBD

Attachment



Maddin Hauser Roth & Heller PC  
attorneys and counselors

STEVEN D. SALLEN  
Direct Dial No: (248) 827-1861  
Direct Fax No: (248) 359-6161  
E-Mail: ssallen@maddinhauser.com

28400 Northwestern Highway Second Floor Southfield, MI 48034-1839 (248) 354-4030 fax (248) 354-1422 www.maddinhauser.com

February 10, 2020

**VIA FED EX**

City of Pontiac  
Attention: John Balint, Director of Public Works  
47450 Woodward  
Pontiac, Michigan 48342

**RE: *Ottawa Tower II, LLC v City of Pontiac***  
**Case No. 12-130331-CH**

Dear Mr. Balint:

Reference is made to the Settlement Agreement and Release entered into effective as of November 1, 2018, by and among Ottawa Tower II, LLC and the North Bay Drywall Inc. Profit Sharing Plan & Trust ("Ottawa Towers"), and the City of Pontiac, and others (the "Agreement"). As you know, Section 6.0 of the Agreement sets out specific maintenance, capital repair and improvement obligations to be completed by the City of Pontiac within specific time limits. Specifically, Section 6.3 provides that the City of Pontiac undertake "all electrical, lighting, elevator and structural repairs and improvements in the north and south sections of the Deck to be completed within the first two years after the effective date [November 1, 2018] of this Agreement . . ." We are now more than 15 months into the 24-month period for the City of Pontiac to complete the "Work" (as defined in the Agreement) and specifically enumerated in EXHIBIT 2 – SCHEDULE OF IMPROVEMENTS. To date, no Work has been commenced, neither has any indication been given by the City of Pontiac as to when any Work will commence. The Work is substantial and is highly unlikely to be capable of completion within the remaining 9 months preceding expiration of the initial 24-month deadline as required by the Agreement. Under these circumstances, we believe it to be highly probable that the City of Pontiac will breach its obligations under the Agreement.

The purpose of this letter is to put the City of Pontiac on notice, as provided in Section 6.4 of the Agreement, of its impending breach of its obligations under the Agreement. I remind you that the City has 7 days after receipt of this notice to "confirm in writing that the City will remedy the deficiency expeditiously within a defined time period specified in the City's written response."

While it is our sincere hope that the City will promptly undertake and timely complete the Work, be advised that Ottawa Towers intends to avail itself of all legal rights and remedies in the event that the City fails in this regard.

February 10, 2020  
Page 2

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We look forward to your timely response as is required by Section 6.4 of the Agreement.

Very truly yours,

**MADDIN HAUSER ROTH & HELLER, P.C.**



Steven D. Sallen

SDS/tm

cc: Ottawa Towers II, LLC (via email)  
North Bay Drywall, Inc. Profit Sharing Plan & Trust (via email)  
John Clark, Esq. (via email)  
Michelle C. Harrell, Esq. (via email)

**#13**

**RESOLUTION**



**CITY OF PONTIAC**  
**Department of Building Safety & Planning**  
**PLANNING DIVISION**

47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009  
TELEPHONE: (248) 758-2800

*Mayor Deirdre Waterman*

**TO: HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL**

**FROM: VERN GUSTAFSSON, PLANNING MANAGER**  
**THROUGH THE OFFICE OF DEPUTY MAYOR JANE BAIS DESESSA**

**SUBJECT: THE ALLEY CAT CAFÉ**  
**RESOLUTION FOR APPROVAL OF REDEVELOPMENT 'LIQUOR LICENSE – RLL 20-03**  
**31 N. SAGINAW**  
**PIN: 64-14-29-433-015**  
**C-2 DOWNTOWN DISTRICT**

**DATE: MARCH 17, 2020**

The City of Pontiac is in receipt of application RLL 20-03 for a Redevelopment Liquor License petition for the establishment of Bistro Liquor Licensing at 31 N. Saginaw, on behalf of The Alley Cat, Daniel Martinez. The City Council adopted resolution 19-401 on August 6, 2019 to permit the operation and issuance of Redevelopment "Bistro" Liquor Licenses in the C-2 Downtown zoning district. The implementation of the Bistro Redevelopment Liquor License program supports business located in designated TIFA Districts to be granted "Bistro" Liquor Licenses. These licenses are created from Public Act 501 of 2006, establishing Redevelopment Liquor Licenses and encouraging businesses who desire to locate in cities with limited or no liquor licenses available to redevelopment areas within the city.

The Bistro Liquor License will benefit those businesses downtown who engage in dining, entertainment or recreation as a primary use, while the sale of alcohol for on-site consumption will be a secondary use. The issuance of Bistro Licenses is an economic development tool, increasing vehicular and pedestrian foot traffic in the Downtown area, while also increasing services to local businesses and their patrons.

### License Criteria Review Requirements

Per the City of Pontiac Zoning Ordinance for the issuance of Redevelopment Liquor Licenses and the Michigan Liquor Control Code require all establishments who wish to operate Redevelopment "Bistro" Liquor License must meet the following criteria for eligibility.

1. The liquor license must be a redevelopment district or development district license, as defined in the Michigan Liquor Control Code, MCLA § 436.1101 et seq., as amended and the City of Pontiac C-2 Downtown Commercial Zoning District.
2. Interior seating (including bar seating) can be no less than 50 people and no greater than 150 persons.
3. Bar seating shall be limited to 25% or less of the interior seating.
4. The establishment shall close no later than 12:00AM. With prior approval of City Council, an establishment may remain open to offer food service.
5. Sales of food shall total not less than 50% of the total revenue of the establishment.
6. The licensee must comply with all requirements of the City Code.
7. Personal Investment in the property must be greater than \$75,000

The petition for a Redevelopment "Bistro" Liquor License RLL 20-03, as submitted by the applicant, does meet the requirements of the Michigan Liquor Control Code and Bistro Ordinance licensing requirements. On March 4, 2020 the Planning Commission voted to approve a Special Exception Permit to the Alley Cat Café for a Redevelopment Liquor License. Based on the findings of fact outlined above, we recommend the Pontiac City Council approve a Resolution for a Redevelopment "Bistro" Liquor License, for The Alley Cat Café, 31 N. Saginaw, Parcel No. 64-14-29-433-015.

### Resolution

*Whereas*, The Alley Cat Cafe, Parcel 64-14-29-433-015, 31 N. Saginaw St., has made petition for a Specially Designated Distributer (SDD) and Specially Designated Merchant (SDM), 'Bistro' License, and whom meets eligibility requirements for licensure issuance under the MCL 436.1521a(1)(b), and;

*Whereas*, The City of Pontiac Planning Commission unanimously approved a Special Exception Permit at the March 4, 2020 meeting, that the Bistro Liquor License for The Alley Cat Cafe, at 31 N. Saginaw, be approved for license issuance, and;

*Whereas*, The Alley Cat Café, 31 N Saginaw St, shall comply with the City of Pontiac Ordinance 2366 to Allow for Redevelopment Liquor Licenses and Conditions for Issuance and Operations of the petitioned Specially Designated Distributer (SDD) and Specially Designated Merchant (SDM) 'Bistro' License and the MCL 436.1521a(1)(b), and;

*Therefore be it resolved*, as recommended by the Planning Commission at the meeting held on March 4, 2020, recommendation for approval of the Specially Designated Distributer (SDD) and Specially Designated Merchant (SDM) 'Bistro' License on behalf of the petitioner, The Alley Cat Cafe, 31 N. Saginaw St, Parcel No. 64-14-29-433-015 and further recommends this application be considered for approval by the Michigan Liquor Control Commission.



City of Pontiac

## Redevelopment Liquor License

Planning Division Staff Review Assessment

|   |  |        |
|---|--|--------|
| Application Review Date:                            | February 13, 2020  |        |
| Applicant:  | Marimar LLC  |        |
| Contact Person: Daniel Martinez                     | Phone: 248-540-7400  | Email: |
| Business Name: Alley Cat                            | Address: 31 N Saginaw  |        |
| Type of Redevelopment License:                      | <input type="checkbox"/> A-Hotel<br><input type="checkbox"/> B-Hotel<br><input type="checkbox"/> Class C<br><input type="checkbox"/> Tavern  |        |
| Description of Business:                            | Full Service Coffee Shop with carry-out and dine in experience options. Banquet and catering space available.  |        |
| <b>Documentation Submission</b>                     |  |        |
|   | <input checked="" type="checkbox"/> Proof Of Ownership<br><input checked="" type="checkbox"/> Detail Breakdown of Personal Property Investment<br><input checked="" type="checkbox"/> City of Pontiac New License Application<br><input checked="" type="checkbox"/> City of Pontiac Questionnaire<br><input checked="" type="checkbox"/> Notarized Affidavit of Attempt to Secure Escrowed License<br><input checked="" type="checkbox"/> Submission of Application Fee |        |
| <b>Eligibility Requirements</b>                     |  |        |
| Eligibility Requirements:                           | <input checked="" type="checkbox"/> Business is to be Licensed with eligible license area.   |        |
| (All Boxes Must be check to be eligible)            | <input checked="" type="checkbox"/> Applicant has expended over \$75,000 over the preceding 5 years or committed to the expenditure before the license is issued.  |        |
|   | <input checked="" type="checkbox"/> Business engages in dining, entertainment, or recreation with a seating capacity of more than 50 persons.  |        |
|   | <input checked="" type="checkbox"/> More than 50% of Business revenue is generated from food and non-alcoholic sales.  |        |
| <b>License and Property Details</b>                 |  |        |
| Types of Liquor Sales                               | <input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input checked="" type="checkbox"/> Spirits (Hard Liquor)  |        |
| New Construction Building                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |        |
| Facility Currently Occupied                         | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |        |
| Is the facility planning a renovation?              | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |        |
| Detailed Breakdown of Personal Investment Included: | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |        |
| Value of Personal Investment:                       | \$ \$277,200   |        |



LAW OFFICES

**ADKISON, NEED, ALLEN, & RENTROP**

PROFESSIONAL LIMITED LIABILITY COMPANY

PHILLIP G. ADKISON  
KELLY A. ALLEN  
ROBERT M. GOLDMAN  
JESSICA A. HALLMARK  
GREGORY K. NEED  
G. HANS RENTROP

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Facsimile (248) 540-7401  
www.ANAfirm.com

OF COUNSEL:  
KEVIN M. CHUDLER  
LINDA S. MAYER  
KATHERINE A. TOMASIK

January 17, 2020

VIA HAND DELIVERY

Pontiac Planning Division  
47450 Woodward Ave.  
Pontiac MI 48342

**Re: Marimar, LLC's Request for a Redevelopment Class C and SDM Liquor License with Sunday Sales (AM and PM) Permits, Entertainment Permit and Outdoor Service Area Permit to be Located at 31 N Saginaw, Pontiac, Oakland County, Michigan, to be Issued Pursuant to MCL 436.1521a(1)(b)**

To Whom It May Concern:

We represent Marimar, LLC, which does business as "Alley Cat Cafe" at 31 N Saginaw, Pontiac, Michigan. Alley Cat Café is requesting a redevelopment liquor license pursuant to the State of Michigan's "Redevelopment License Law," which is MCL 436.1521a(1)(b). The permits being requested are a Sunday Sales Permit (AM and PM), Outdoor Service Area Permit (on city sidewalk) and an Entertainment Permit.

To meet the qualifications of the Michigan Liquor Control Code under MCL 436.1521a(1)(b), Alley Cat Café will need to (1) expend not less than \$75,000.00 over the preceding five years, or commit to capital investment of at least that amount, for the rehabilitation or restoration of the building that houses the licensed premises prior to issuance of the license; (2) be engaged in dining, entertainment or recreation; (3) be open to the general public; and (4) have a seating capacity of not less than 25 persons. For the Michigan Liquor Control Commission ("MLCC") application, the following information is required from the City of Pontiac:

- Local Governmental Unit Approval Form (LCC-106) from the City of Pontiac. A partially completed form is enclosed.
- The total amount of public and private investment in real and personal property within the development district or area shall not be less than \$200,000 over a period of the preceding five years as verified to the MLCC by means of an affidavit from the assessor, as certified by the clerk of the city.

- Legible map of the downtown development district which clearly labels all street names.

The sole member of Marimar, LLC is Marimar Holdings, LLC. The member of Marimar Holdings, LLC is Daniel Martinez. Mr. Martinez currently owns and operates Alley Cat Café in the lower/basement level of the property located at 31 N. Saginaw and has operated it for the last four years without the sale of alcoholic beverages.

Alley Cat Café is requesting to add alcoholic beverage service to their existing business and expand their business to the first floor of 31 N Saginaw. Alley Cat Café's current hours of operation are Monday-Friday from 7:00 a.m. to 7:00 p.m., Saturday from 9:00 a.m. to 6:00 p.m., and Sunday from 9:00 a.m. to 2:00 p.m. Upon the issuance of the license, Alley Cat Café intends to stay open until midnight Monday-Saturday and may adjust their hours for special events and based on customer demand.

The entire space for Alley Cat Café will be approximately 5,000 square feet included in both the lower/basement level and first floor. The capacity will be determined by the Pontiac fire department. Alley Cat Café currently serves specialty coffee and cold nonalcoholic beverages, salads, sandwiches, and desserts. The future menu will be a combination of "street food" and the menu will be expanded to add full course dinner items. Alley Cat Café intends to have various specials throughout the week.

Marimar, LLC has a five-year lease with two five-year options with landlord Paissa Property, LLC. Paissa Property, LLC is owned by Matt Russell. To date, the landlord has spent approximately \$300,000 on the renovations and rehabilitation of the building, which includes:

- New roof
- All new windows
- New entry doors (2)
- New glass-enclosed balcony
- New interior staircases (3)
- New exterior staircase/entrance
- New kitchen floor with stabilization of the floor
- Brick (tuck pointing) updates on the exterior
- Renovation of the turret exterior

The funds paid by the landlord for the restoration and rehabilitation of the building meets the MLCC requirement for this qualification.

It should also be noted that Mr. Martinez is a good local corporate citizen who gives back to the City of Pontiac and the surrounding areas.

Enclosed for the City of Pontiac's review are the following:

- City of Pontiac Redevelopment Liquor License Pre-Application Questionnaire;
- Driver's license and Passport for Daniel Martinez;
- Floor plan;
- Current menu; and
- Check payable to the City of Pontiac for the application fee.

Please place this matter on the earliest possible City Council agenda. Thank you for your assistance in this matter. If you have any questions or need any further information, please do not hesitate to contact my office.

Very truly yours,

**ADKISON, NEED, ALLEN, & RENTROP, PLLC**



Kelly A. Allen

/lp  
Enclosures



## CITY OF PONTIAC REDEVELOPMENT LIQUOR LICENSE PRE-APPLICATION QUESTIONNAIRE

**Instructions to Applicants:** If you are applying for a City of Pontiac Redevelopment Liquor License, within the C-2 Downtown Area this form must be completed prior to filling out the City of Pontiac Redevelopment Liquor License Application Form. The new application form will not be accepted without a completed pre-application questionnaire. **Please include copies of two pieces of personal identification.**

Please indicate, by checking YES or NO, if your establishment meets the following criteria.

1. Is the business to be licensed within the geographic boundaries of the City of Pontiac C-2 Downtown District?  Yes  No (Please indicate proposed location on the attached map.)

**Complete name and address of business to be licensed** Marimari, LLC, d/b/a Alley Cat Cafe  
**Personal Property ID (for existing businesses)** \_\_\_\_\_

2. Applicants for Redevelopment Liquor licenses, must demonstrate to City of Pontiac and the Michigan Liquor Control Commission (MLCC), at the time of investigation, that the amount expended for the rehabilitation or restoration of the building that houses the licensed premises shall be not less than \$75,000 over a period of the preceding five years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license. At the time of application, can your business demonstrate this requirement?  
 Yes  No (Please attach supporting financial information for verification.)

3. Will the licensed business engage in dining, entertainment or recreation, that is open to the general public, with a seating capacity of not less than 50 persons?  Yes  No (Please attach current or proposed floor plan that supports seating capacity.)

4. Will the licensed business generate 50% or more of its revenue from food and non-alcoholic drink sales?  
 Yes  No

5. What type of on premise sales are you interested in applying for? Check all that apply. (Checking the boxes does not guarantee award of any or all categories.)  
 Beer  Wine  Spirits (hard liquor)

6. Please describe (on an attached sheet) how your business will do the following, if issued a license:
  - i. Prevent deterioration in the C-2 Downtown district and promote economic growth by:
    - a. creating new employment opportunities
    - b. adding new tax value through the purchase of new equipment and/or building improvements
  - ii. Represents a desired land use as determined by the City's area master plan and zoning requirements.
  - iii. Contribute to the mix of dining/drinking, entertainment and recreational existing establishments (describe unique characteristics)

  
 Signature of Applicant 1-17-2020  
 Date

DANIEL E. MARTINEZ  
 Printed Name

**If any of the above questions have been answered NO**, the applicant is not eligible to apply for a Development District License as designated under Michigan State Law (Public Act 501 of 2006). Applicants that cannot meet the minimum criteria will not be considered by the City of Pontiac. Do NOT fill out an application.

**If all of the above questions have been answered YES**, the applicant is eligible to apply for a Redevelopment Liquor License. The next step in the application process is to fill out the City of Pontiac application form. Attach this completed form to the application and submit with **\$150 application fee to the Pontiac Planning Division**, 47450 Woodward Ave, Pontiac, MI 48342. Phone No. - 248-758-2800. **A \$600 license fee is due upon approval.**

To inquire about other licensing opportunities, including transfers of existing Class C licenses, please contact the Michigan Liquor Control Commission directly. All transferred licenses begin at the State level. MLCC On-Premises Licensing Division - 517-322-1400.



CITY OF PONTIAC APPLICATION FOR  
REDEVELOPMENT LIQUOR LICENSES

Date: 1/17/2020

Instructions: This application must be completed and returned with a \$150 application fee for each license before it can be considered. All answers must be typed or printed. Sign the completed form in ink and return to the City Clerk, 47450 Woodward Ave., Pontiac, Michigan 48342.

MAKE ALL CHECKS OR MONEY ORDERS PAYABLE TO THE CITY OF PONTIAC, MICHIGAN.

|   |   |
|---|---|
| <b>1. Applicant identification-all applicants</b>   |   |
| Name of individual, partnership, corporation or limited liability company who will hold the license:<br>Marimar LLC | Contact Person Name:<br><b>Daniel E Martinez</b>                            |
| Business Street Address:<br>31 N Saginaw  | Street Address:<br>20067 Renfrew  |
| City/State/Zip Code:<br>Pontiac, MI 48234   | City/State/Zip Code:<br>Detroit, MI 48221                                   |
| Township:   | Business Phone No.      Home Phone No.<br>(313) 330-6950              (   ) |

|  |
|--|
| <b>2. Nature of Application – (Check all that apply)</b>   |
| <input checked="" type="checkbox"/> Retail Applicants<br><input type="checkbox"/> Manufacturer or Wholesale Applicants |

|                                      |
|--------------------------------------|
| <b>3. Proposed Licensed Address:</b> |
| 31 N Saginaw, Pontiac, MI            |

|   |
|---|
| <b>4. Briefly describe the business, for example – Dining, Recreation, Entertainment etc.</b> |
| Full service restaurant   |

5. This proposed licensed business will be owned by: (check one)  
 Me as the individual owner       The named corporation       The named liability company  
The following partners (indicate limited partners with an "L" before their name)  
Partnership Information: (attach additional sheet if necessary)

| Name of Partners  | Home Address                       | Telephone Number |
|-------------------|------------------------------------|------------------|
| Daniel E Martinez | 20067 Renfrew<br>Detroit, MI 48221 | 313-330-6950     |
|                   |                                    |                  |
|                   |                                    |                  |

\* All partners may be required to complete and submit additional information as part of the application review process, by completing this application applicant agrees to comply with any such requests.

6. Personal Information – Individual Applicants and Partnership Members Only  
Date of Birth 5/22/66 (required to confirm applicant is over 21 years of age)

If you are not a US Citizen – Are you a registered alien?  Yes     No Or, do you have a Visa?  Yes  No  
Full name of spouse: Jennifer L. Martinez

Have you ever legally changed your name?  Yes  No If Yes, from \_\_\_\_\_ to \_\_\_\_\_  
Have you been known by other names?  Yes     No List Names: \_\_\_\_\_

Have you ever been convicted of a criminal offense, including alcohol related infractions (exclude traffic citations)?  
 Yes     No If Yes, please list charge, date of conviction, location and disposition below.  
(Use additional sheet if necessary.)

| CHARGE | DATE  | PLACE | DESCRIPTION |
|--------|-------|-------|-------------|
| _____  | _____ | _____ | _____       |
| _____  | _____ | _____ | _____       |

List your former occupations for the past 3 years:

| DATE (to/from)        | OCCUPATION                 | EMPLOYER NAME AND ADDRESS                                      |
|-----------------------|----------------------------|--|
| <u>4/1/11-Present</u> | <u>Culinary Instructor</u> | <u>Dorsey School of Business, 390 N Telegraph, Pontiac, MI</u> |
| _____                 | _____                      | _____  |
| _____                 | _____                      | _____  |

I or my spouse previously held or now hold interest in the following licenses for sale of alcoholic beverages as sole licensee, partner or corporation:

| NAME OF LICENSE | TYPE OF LICENSE | LOCATION | DATE  |
|-----------------|-----------------|----------|-------|
| _____           | _____           | _____    | _____ |
| _____           | _____           | _____    | _____ |

Do you or your spouse hold any law enforcement powers including powers of arrest?  Yes     No

**7. Limited Partnership Applicants Only** – is the limited partnership authorized to do business under the laws of Michigan?

Yes       No      Date authorized: \_\_\_\_\_

**8. Corporate & Limited Liability Company Applicants Only** - Attach copy filed or proposed Articles of Incorporation, last annual report/statement filed & attach copy of stock options. Annual report attached.

|                                     |  |
|-------------------------------------|--|
| Corporate/LLC Name:<br>Marimar, LLC | Incorporation/Organization date:<br>7/9/08 |
|-------------------------------------|--|

|   |  |
|---|--|
| Incorporated/Organized in what State?<br>Michigan | Michigan Authorization date:<br>7/9/08 |
|---|--|

Name, Address, Phone Number of Resident Agent:  
Daniel E Martinez  
20067 Renfrew  
Detroit, MI 48221  
313-330-6950

(Check one of each)     Profit or     Nonprofit     Public or     Private Corporation  
Corporation

Date last annual report/statement filed with Michigan Corporation and Securities:

| Corporate Officers | Name            | Address                          | Phone Number |
|--------------------|-----------------|----------------------------------|--------------|
| President          | Daniel Martinez | 20067 Renfrew, Detroit, MI 48221 | 313-330-6950 |
| Vice-President     | Daniel Martinez | 20067 Renfrew, Detroit, MI 48221 | 313-330-6950 |
| Secretary          | Daniel Martinez | 20067 Renfrew, Detroit, MI 48221 | 313-330-6950 |
| Treasurer          | Daniel Martinez | 20067 Renfrew, Detroit, MI 48221 | 313-330-6950 |

**9. Corporations and Limited Liability Companies** – List all persons, companies and other entities that hold or will hold stock interest or membership in applicant entity.

| Name                     | Address                          | Phone Number | %Interest |
|--------------------------|----------------------------------|--------------|-----------|
| 1. Marimar Holdings, LLC | 20067 Renfrew, Detroit, MI 48221 | 313-330-6950 | 100%      |
| 2. _____                 | _____                            | _____        | _____     |
| 3. _____                 | _____                            | _____        | _____     |
| 4. _____                 | _____                            | _____        | _____     |
| 5. _____                 | _____                            | _____        | _____     |



**(C) Existing Facility-Renovation**

Do you plan to renovate an existing facility?  Yes  No  
If yes, what is the estimated cost of the renovation? \$ Complete  
If yes, when do you expect construction will begin? Complete  
If yes, when do you expect the construction to be completed? \_\_\_\_\_  
When is your anticipated occupancy date/open for business date? 1/30/2020  
Is the facility currently occupied?  Yes  No  
If yes, are you currently associated with the business operation on site?  Yes  No  
If yes, in what capacity are you associated? Owner/operator  
Will it be necessary to temporarily close the facility for renovation?  Yes  No  
If yes, how long will the facility be closed? \_\_\_\_\_  
Are you going to renovate the facility if you do not get a license?  Yes  No

**13. Employment – (All applicants must complete either A or B section)**

**(A) Existing Business**

How large is the current staff? (i.e. 1 full-time bartender)

| Number   | Full                                | or | Part-time                           | Position       |
|----------|-------------------------------------|----|-------------------------------------|----------------|
| <u>1</u> | <input checked="" type="checkbox"/> |    | <input type="checkbox"/>            | <u>Barista</u> |
| <u>1</u> | <input type="checkbox"/>            |    | <input checked="" type="checkbox"/> | <u>Barista</u> |
| <u>3</u> | <input type="checkbox"/>            |    | <input checked="" type="checkbox"/> | <u>Cooks</u>   |
| _____    | <input type="checkbox"/>            |    | <input type="checkbox"/>            | _____          |
| _____    | <input type="checkbox"/>            |    | <input type="checkbox"/>            | _____          |
| _____    | <input type="checkbox"/>            |    | <input type="checkbox"/>            | _____          |

Will you be retaining current staffing levels, expanding current staffing levels, or decreasing current staffing levels if you receive the license? Explain. We will expand by adding 3 part-time waitstaff, 2 full-time bartenders, 2 full-time cooks, and 2 part-time cooks

**(B) New Business**

How large of a staff do you plan to have? (i.e. 1 full-time bartender)

| Number | Full | or | Part-time | Position |
|--------|------|----|-----------|----------|
| _____  |      |    |           | _____    |
| _____  |      |    |           | _____    |
| _____  |      |    |           | _____    |
| _____  |      |    |           | _____    |
| _____  |      |    |           | _____    |

14. Operating Statement – Attach a general operation statement outlining the proposed manner in which the business for which the license being proposed will be operated, including a schedule of the hours of operation, food services, crowd control, and use of facilities.

See attached.

15. Personal Statement – (App applicants must complete this requirement)

Please describe how this business will enhance the City of Pontiac community. What special considerations should we take into account in evaluating your application? PLEASE LIMIT YOUR ANSWER TO 200 WORDS OR LESS. Please attach a separate sheet of paper if necessary.

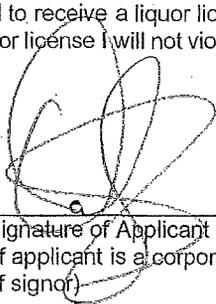
See attached.

I have read all of the above answers and they are true. I agree to provide all requested information and to fully cooperate with all City Service Areas requesting any and all additional information provided in this application or any attachment thereto. Any changes that occur after the date of this application, applicant will notify the City Clerk, in writing, within 14-days of such change. I understand that the falsification of the information on this form or any false statements made during investigations may constitute grounds for denial of a license.

I warrant that I am not disqualified to receive a liquor license under the ordinances of the City of Pontiac or the laws of the State of Michigan. If granted a liquor license I will not violate any federal or state laws or any ordinance of the City of Pontiac in the conduct of business.

Attested to:

\_\_\_\_\_  
Date of Application

  
\_\_\_\_\_  
Signature of Applicant  
(if applicant is a corporation, include title of signor)

\_\_\_\_\_  
Name of person completing this form if not the applicant

ATTACHMENT TO CITY OF PONTIAC REDEVELOPMENT LIQUOR LICENSE  
PRE-APPLICATION QUESTIONNAIRE

6. The Alley Cat, and the addition of a liquor license, in order to provide the City and the guest with a full-service experience, will do the following:

- i. Prevent deterioration in the downtown district and promote economic development by creating additional employment opportunities. Further, the landlord has invested approximately \$300,000 to improve the space. The operator has invested additional funds to purchase equipment.
- ii. The Alley Cat is a full-service, unique café and banquet facility in a desired land use and meets the City's zoning requirements.
- iii. The Alley Cat contributes to the mix of coffee shops and full-service dining establishments in the downtown area. The Alley Cat offers a unique mix of dining, from a cup of coffee to full course meals, and service for all types of community events.

14. Operating Statement:

The Alley Cat is a full-service coffee shop which provides the community with a broad spectrum of service, from a quick carryout lunch to a sit-down casual dining experience. The Alley Cat will also be banquet venue which will be as simple as coffee and pastries for small meetings, to fully catered large events.

15. Personal Statement:

My goal is to continue to operate The Alley Cat with the addition of a liquor license, solidifying The Alley Cat's reputation as a gathering place. The Alley Cat is a place for residents and visitors to linger, share a meal, conversation, and build a sense of community. The Alley Cat brings a needed banquet space to the downtown area. The hours of operation are set forth in the cover letter.

**#14**

**RESOLUTION**



**CITY OF PONTIAC**  
**Department of Building Safety & Planning**  
**Planning Division**

47450 Woodward Ave • Pontiac, Michigan 48342  
Telephone: (248) 758-2800

*Mayor Deirdre Waterman*

**TO: HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL**

**FROM: VERN GUSTAFSSON, PLANNING MANAGER**  
**THROUGH THE OFFICE OF DEPUTY MAYOR JANE BAIS DISESSA**

**DATE: MARCH 17, 2020**

**RE: VSA 19-06 VACATION OF HIGHWOOD BLVD RIGHT-OF-WAY**

1. **APPLICANT:** Joseph T. Martinez and Deborah A. Martinez
2. **REQUEST:** To vacate part of Highwood Blvd Right-of-Way lots 153, 154 and part of 155. Area of Right-of-way to be vacated is located on the east side of Highwood Blvd E. between 3<sup>rd</sup> and 4<sup>th</sup> Ave.
3. **LEGAL DESCRIPTION:** To vacate part of Lots 153 through 155 of 'Highwood subdivision' as recorded in Liber 21 of Plats, Page 32, Oakland County Records and being more particularly described as [See Attached Legal Description].
4. **RELATIONSHIP TO PONTIAC 2014 MASTER PLAN UPDATE:** The City of Pontiac's 2014 Master Plan illustrates the property as Mixed Use land use. Currently the site is an underutilized green belt buffer between the residential to the east and access road and Industrial property to the west. The proposed area to be vacated is zoned M-1 Light Manufacturing, the resulting vacation will append the proposed area to the applicant's residential property.
5. **ADMINISTRATIVE REVIEW COMMITTEE COMMENTS:** The Oakland County Water Resources Commission office has reviewed this request to vacate part of the Highwood Right-Of-Way, found no indication of an existing sanitary sewer or WRC infrastructure, and has no objection to releasing the sanitary easement [see attached letter dated January 14, 2020]. In addition to, the City of Pontiac DPW did not have an objection to the partial vacation of the Highwood Right-Of-Way [see attached letter dated January 21, 2020].

**6. PLANNING DIVISION FINDINGS:**

- a) No parties maintain existing utilities within the proposed partial vacation area.
- b) The vacation of proposed area will not negatively affect the surrounding residents or property owners
- c) The proposed vacation are only directly abuts the applicants residential property.
- d) The proposed vacation area contains 0.135 Acres
- e) The applicant, the only property owner abutting the proposed vacation has signed the vacation petition.
- f) The proposed vacation is not a total vacation of all Highwood Right-Of-Way, the proposed vacation is partial to the areas indicated on attached legal description and map, and does not grant frontage along Highwood Blvd.
- g) The existing fence on site marks the boundary of the proposed vacation area.

**7. PLANNING COMMISSION RECOMMENDATION:** The Planning Commission recommends the City Council to approve a partial vacation of Highwood Blvd Right of Way, VSA 19-06, petitioned on behalf of the applicant Joseph T. Martinez and Deborah A. Martinez.

**PROPOSED CITY COUNCIL RESOLUTION**

*WHEREAS*, the City of Pontiac is in receipt of a Right-of-way vacation request submitted by Joseph T. Martinez and Deborah A. Martinez to vacate parts of Lots 153 through 155 of 'Highwood subdivision' as recorded in Liber 21 of Plats, Page 32, Oakland County Records, and;

*WHEREAS*, the Pontiac Planning Commission finds that the subject right-of-way is not required to remain for access to adjoining property owners and the Pontiac Planning Commission finds that the proposed right-of-way vacation will not have an adverse effect on the surrounding properties, and;

*WHEREAS*, at the March 4, 2020 Planning Commission meeting, the Commission recommended City Council to approve the vacation of parts of Lots 153 through 155 of 'Highwood Subdivision' as recorded in Liber 21 of Plats, Page 32, Oakland County Records, and;

*NOW, THEREFORE BE IT RESOLVED* that the City Council for the City of Pontiac approve the Planning Commission recommendation to vacate part of Lots 153 through 155 of 'Highwood Subdivision' as recorded in Liber 21 of Plats, Page 32, Oakland County Records and being more particularly described as: Commencing at the northwest corner of lot 158 of 'Highwood Subdivision' as recorded in Liber 21 of Plats, Page 32, Oakland County Records; Thence S.03\*00'15". E, 15.00 Feet to the Point of Beginning; Thence continuing S.3\*00'15". E, 114.99 Feet; thence S.85\*54'00". W, 51.17 Feet; Thence N.03\*00'26".W, 114.99 Feet; Thence N.85\*54'01". E, 51.18 Feet to the Pont of Beginning. Containing 5,883.90 Square Feet or 0.135 Acres.

Proposed Highwood Boulevard Parcel Split

LEGAL DESCRIPTION - HIGHWOOD BOULEVARD PARCEL SPLIT

PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWN 3 NORTH, RANGE 10 EAST, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN:

PART OF LOTS 153 THROUGH 155 OF 'HIGHWOOD SUBDIVISION' AS RECORDED IN LIBER 21 OF PLATS, PAGE 32, OAKLAND COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 158 OF 'HIGHWOOD SUBDIVISION' AS RECORDED IN LIBER 21 OF PLATS, PAGE 32, OAKLAND COUNTY RECORDS THENCE S.03°00'15".E, 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S.03°00'15".E, 114.99 FEET; THENCE S.85°54'00".W, 51.17 FEET; THENCE N.03°00'26".W, 114.99 FEET; THENCE N.85°54'01".E, 51.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,883.90 SQUARE FEET OR 0.135 ACRES.

Bearing Note:

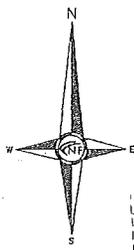
All surveyed bearings are in relation to State Plane Coordinates as established by Auburn Hills CORS Station 17, with a value of N.433769.266 E.13425526.385 (grid coordinates) Michigan State Plane, South Zone, NAD '83, CORS '96 adjustment, International Feet, NAVD '88, with a Combined Scale Factor of 0.9998724 Field & Drawing Coordinates are Ground Coordinates as obtained by NFE field crews between 12/14/2009 and 12/22/2009.



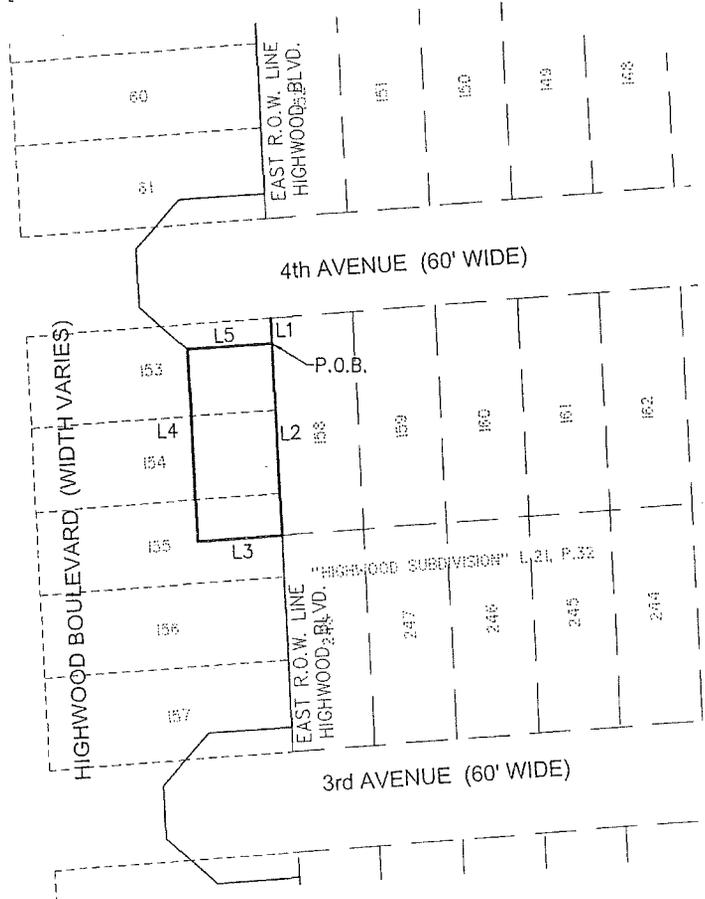
NOWAK & FRAUS ENGINEERS  
4677 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

PREPARED FOR:  
CITY OF PONTIAC

| SCALE | DATE       | DRAWN   | JOB NO. | SHEET  |
|-------|------------|---------|---------|--------|
| N/A   | 2019-06-14 | J.Klenk | J705    | 1 of 2 |



Proposed Highwood Boulevard Parcel Split



- L1 S.03°00'15"E. 15.00 FEET
- L2 S.03°00'15"E. 114.99 FEET
- L3 S.85°54'00"W. 51.17 FEET
- L4 N.03°00'26"W. 114.99 FEET
- L5 N.85°54'01"E. 51.18 FEET

Bearing Note:

All surveyed bearings are in relation to State Plane Coordinates as established by Auburn Hills CORS Station 17, with a value of N.433769.266 E.13425526.385 (grid coordinates) Michigan State Plane, South Zone, NAD '83, CORS '96 adjustment, International Feet, NAVD '88, with a Combined Scale Factor of 0.9998724. Field & Drawing Coordinates are Ground Coordinates as obtained by NFE field crews between 12/14/2009 and 12/22/2009.



NOWAK & FRAUS ENGINEERS  
 46777 WOODWARD AVE.  
 PONTIAC, MI 48342-5032  
 TEL. (248) 332-7931  
 FAX. (248) 332-8257

PREPARED FOR:  
 CITY OF PONTIAC

|          |            |         |         |        |
|----------|------------|---------|---------|--------|
| SCALE    | DATE       | DRAWN   | JOB NO. | SHEET  |
| 1" = 80' | 2019-06-14 | J.Klenk | J705    | 2 of 2 |



# Application for Vacation or Closure of Street, Alley or Easement

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: HIGHWOOD RIGHT OF WAY

Sidwell Number: Lots - 153, 154, 1/2 155

Date: 4/30/19

Office Use Only

PF Number: VSA 19-06

**Instructions:** Applications for vacation or closure of street, alley, easement or Public right-of-way shall be filed with the Office of Land Use and Strategic Planning along with a \$1,500.00 fee and a map of the area requested for vacation at least 30 days before the regularly scheduled Planning Commission Meeting. Applications shall be signed by property owners abutting the street or alley requested for vacation where possible. Incomplete applications will delay the review process. Recommendation of the Planning Commission will be forwarded to the City Council for final action.

**Applicant (please print or type)**

|           |                                |                    |      |
|-----------|--------------------------------|--------------------|------|
| Name      | JOSEPH T + DEBORAH A. MARTINEZ |                    |      |
| Address   | 2751 NORTH LAKE DR.            |                    |      |
| City      | WATERFORD                      |                    |      |
| State     | MI                             |                    |      |
| ZIP Code  | 48329                          |                    |      |
| Telephone | Main: 248 722 9614             | Cell: 248 894 1872 | Fax: |
| E-Mail    | DMARTINEZ2751@GMAIL.COM        |                    |      |

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

HIGHWOOD RIGHT OF WAY Lots 153, 154 1/2 155

I (We) the undersigned, do hereby respectfully petition the City of Pontiac for vacation of the Right-of-Way or Easement described above (attach additional sheet if necessary):

| Name                         | Street & Number              | Lot No. & Subdivision          | Signature                                |
|------------------------------|------------------------------|--------------------------------|--|
| Joseph + Deborah<br>Martinez | Lots - 153, 154 +<br>1/2 155 | HIGHWOOD<br>SIZE 56.18' x 125' | <i>[Signature]</i><br>Joseph T. Martinez |
|                              |                              |                                |  |
|                              |                              |                                |  |
|                              |                              |                                |  |
|                              |                              |                                |  |
|                              |                              |                                |  |

Reason for Vacation of Right of Way or Easement:

WE HAVE MAINTAINED SINCE 9/1997. BY VACATING THE TAX WOULD INCREASE AND THE CITY NO LONGER OBLIGATED, WE WILL CREATE A GREEN BELT FOR NOISE & VISUAL APPEAL.

Attached is a map indicating the area for which vacation is requested and the location of the applicants property.

*[Handwritten Signature]*  
Signature of Applicant

*[Handwritten Signature]*

State of Michigan  
County of Oakland

On this 30 day of April, A.D., 2019, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

*[Handwritten Signature]*  
Notary Public, Oakland County, Michigan

My Commission Expires: January 30  
2023

KEVIN D WILLIAMS  
Notary Public - State of Michigan  
County of Oakland  
My Commission Expires Jan 30, 2023  
Acting in the County of Oakland



WATER RESOURCES COMMISSIONER

*Jim Nash*

January 14, 2020

City of Pontiac Planning Commission  
Attn: Mr. Donovan Smith  
47450 Woodward Avenue  
Pontiac, Michigan 48342

Re: VSA 19-06- Vacation of Street/Alley

Dear Mr. Smith:

Please be advised the Oakland County Water Resources Commissioner's office has no facilities under its jurisdiction located within the proposed street vacation within Section 16. Therefore, this office has no objection to the proposed street vacation.

If you have any questions, please feel free to contact me.

Sincerely,

Jeffrey S. Parrott  
Right-of Way Supervisor  
[parrottj@oakgov.com](mailto:parrottj@oakgov.com)  
248-452-2162





**CITY OF PONTIAC, MICHIGAN  
DEPARTMENT OF PUBLIC WORKS**

*Mayor Deirdre Waterman*

**Date:** *January 21, 2020*

**To:** *Donovan Smith  
City Planner*

**Re:** *Proposed Alley (Right-of-Way) (ROW) Vacation Highwood  
(VSA 19-06)*

*Dear Mr. Smith,*

*This correspondence is in response to your request to DPW to review the application by a citizen to vacate a particular parcel of land.*

*This parcel is located on the south side of Fourth Street at Highwood (Part of Lots 153, 154, and 155 Of Highwood Subdivision).*

*From the Department of Public Works point of view, this request of vacation should be granted.*

*Please do not hesitate to contact me if you have any questions or concerns.*

*Sincerely,*

*Jack Cady*

*DPW*

*Copy: Mr. Dan Ringo, [Dringo@pontiac.mi.us](mailto:Dringo@pontiac.mi.us)*

*Mr. John Balint, [Jbalint@pontiac.mi.us](mailto:Jbalint@pontiac.mi.us)*

**#15**

**ORDINANCE**



**CITY OF PONTIAC**  
**Department of Building Safety & Planning**  
**PLANNING DIVISION**  
47450 Woodward Ave | PONTIAC, MICHIGAN 48342  
TELEPHONE: 248.758.2800

*Mayor Deirdre Waterman*

**TO: HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL**

**FROM: VERN GUSTAFSSON, PLANNING MANAGER**  
**THROUGH THE OFFICE OF DEPUTY MAYOR, JANE BAIS-DISESSA**

**SUBJECT: REQUEST FOR A PILOT**  
**WALICK COMMUNITIES**  
**GLENWOOD SENIOR APARTMENTS**  
**191 N. GLENWOOD AVENUE | PIN 64-14-21-302-001**

**DATE: MARCH 16, 2020**

The Wallick Communities has requested a Payment In Lieu of Taxes [PILOT] Ordinance from the City of Pontiac for the proposed development "Glenwood Senior Apartments". The request is for a 4% 30 year PILOT.

*Representatives from Wallick Communities and Pontiac are working to finalize a Development Agreement with possibly a Municipal Services Agreement with the intent to provide hard copies of the Agreements before the Council meeting on March 24, 2020.*

The Glenwood Senior Apartments will be developed and constructed at the former McCarroll Elementary School site at 191 N. Glenwood Avenue, Parcel Number 64-14-14-21-302-001, approximately 6.6 acres. Wallick Communities is partnering with the Pontiac Housing Commission to renovate and repurpose the former McCarroll School into 20 apartments with a new 3-story 36 unit building to be constructed and attached to the existing school structure. The adaptive reuse of the school building will equal approximately 53,200 sq.ft encompassing 56 units [12 studios and 44 one-bedroom].

Also, a new 3-story 50-unit apartment building will be constructed north of the existing school building and will house 40 one-bedroom units and 10 two-bedroom units. The new apartment building will total approximately 45,500 sq.ft. In total, there will be 12 studio apartments, 84 one-bedroom and 10 two-bedroom apartments across the entire community.

From an income restriction perspective, 101 units will be affordable based upon income and rent restrictions, while 5 units will be market rate. The market rate units will be in the 3-story new building and will equate to 4 one-bedroom units and 1 two-bedroom unit. Of the 101 affordable units, 16 units will be subsidized with Pontiac Housing Commission rental vouchers. 8 rental vouchers will be placed in the school building portion of the development while the other 8 rental vouchers will be placed in the 3-story new construction.

From an income restriction perspective, the proposed breakdown of units is as follows:

- 10 Units at 30% Area Median Income [AMI];
- 13 Units at 40% AMI;
- 15 Units at 50% AMI, and;
- 63 Units at 60% AMI.

Monthly affordable rents are expected to range anywhere between \$340 to \$850 dollars per month based upon corresponding affordable income and rent restrictions.

Should the City Council vote to approve this PILOT request, the approval should be contingent upon the MSHDA award of the LIHTC housing credit. The Ordinance will require both a first and second reading prior to its adoption.

Attached is a copy of the following:

- Wallick Communities PILOT Request
- Preliminary Site Plan and Building Elevations
- PILOT - Tax Exemption Ordinance for Glenwood Senior Apartments
- Estimate of Assessment-Oakland County Equalization
- Tax Credit Market Evaluation – prepared by Vogt Strategic Insights, dated February 17, 2020

# GLENWOOD SENIOR APARTMENTS

191 N GLENWOOD AVE | PONTIAC | OAKLAND COUNTY | MICHIGAN | 48342

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## REQUEST FOR 4% 30-YEAR PILOT AGREEMENT (Payment in Lieu of Taxes)

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Located less than a mile from Downtown Pontiac, Glenwood Senior Apartments is a 106-unit independent senior living (age 55+) community located on the campus of McCarroll School. As part of this development, the former school building will be renovated and repurposed to house 20 apartments. A new, 3-story 36-unit building will be constructed and attached to the existing school structure facing Wolfe Street. This adaptive reuse of the school building will equal approximately 53,284 square feet encompassing 56 total units (12 studios and 44 one-bedroom). Lastly, a new 3-story 50-unit building will be constructed north of the existing school buildings and will house 40 one-bedroom units and 10 two-bedroom units. This new construction will total approximately 45,543 square feet. In total, there will be 12 studio apartments, 84 one-bedroom, and 10 two-bedroom apartments across the entire community. The studio apartments will have approximately 600 square feet of living space while the one-bedroom and two-bedroom units will have 619 and 825 square feet, respectively.

From an income perspective, 101 units will be affordable based upon income and rent restrictions while 5 units will be market rate. The market rate units will be in the 3-story new construction building and will equate to 4 one-bedroom units and 1 two-bedroom unit. Of the 101 affordable units, 16 units will be subsidized with Pontiac Housing Commission rental vouchers. 8 rental vouchers will be placed in the school building portion of the development while the other 8 rental vouchers will be placed in the 3-story new construction. From an income restriction perspective, 10 units will be set aside at 30% of area median income ("AMI"), 13 units will be set aside at 40% AMI, 15 units set aside at 50% AMI and 63 units set aside at 60% AMI. Monthly affordable rents are expected to range anywhere between \$340 to \$850 per month based upon corresponding affordable income and rent restrictions.

No matter the building of residence, seniors will enjoy modern, in-unit amenities such as LVT flooring, garbage disposals, ceiling fans, and brand-new appliances. Residents will also have access to a fully equipped fitness center, community space for socialization, and a business center with computers. The building and site will be designed to offer seniors all the comforts of home.

Not only will future residents enjoy resources within their buildings and units, neighborhood and location-based amenities are abundant in the immediate area as well. The development site is less than 1,300 feet from N Perry Street and the Bus 756 line, which offers a connection to most parts of the city. Glenwood Senior Apartments is also located directly across from the magnificent Oakland Park, which offers walking paths, a playground, outdoor exercise equipment, sports courts, and a picnic area. To the south and west of the site is Perry Park and Sports Fields, which again offers entertainment and recreational options for future residents.



WALLICK *Communities*

From a financing perspective, multiple sources of funding will need to be secured to successfully repurpose the school building along with the objective to complete new construction at the site. The 56-unit school building development is proposed to be financed with 4% low-income housing tax credits ("LIHTC"), MSHDA HOME and Mortgage Restructuring Funds, MSHDA Permanent Loan and a MSHDA Construction Loan. The 50-unit new construction is proposed to be financed with 9% LIHTC, a Fannie Mae Permanent Loan and a conventional Construction Loan.

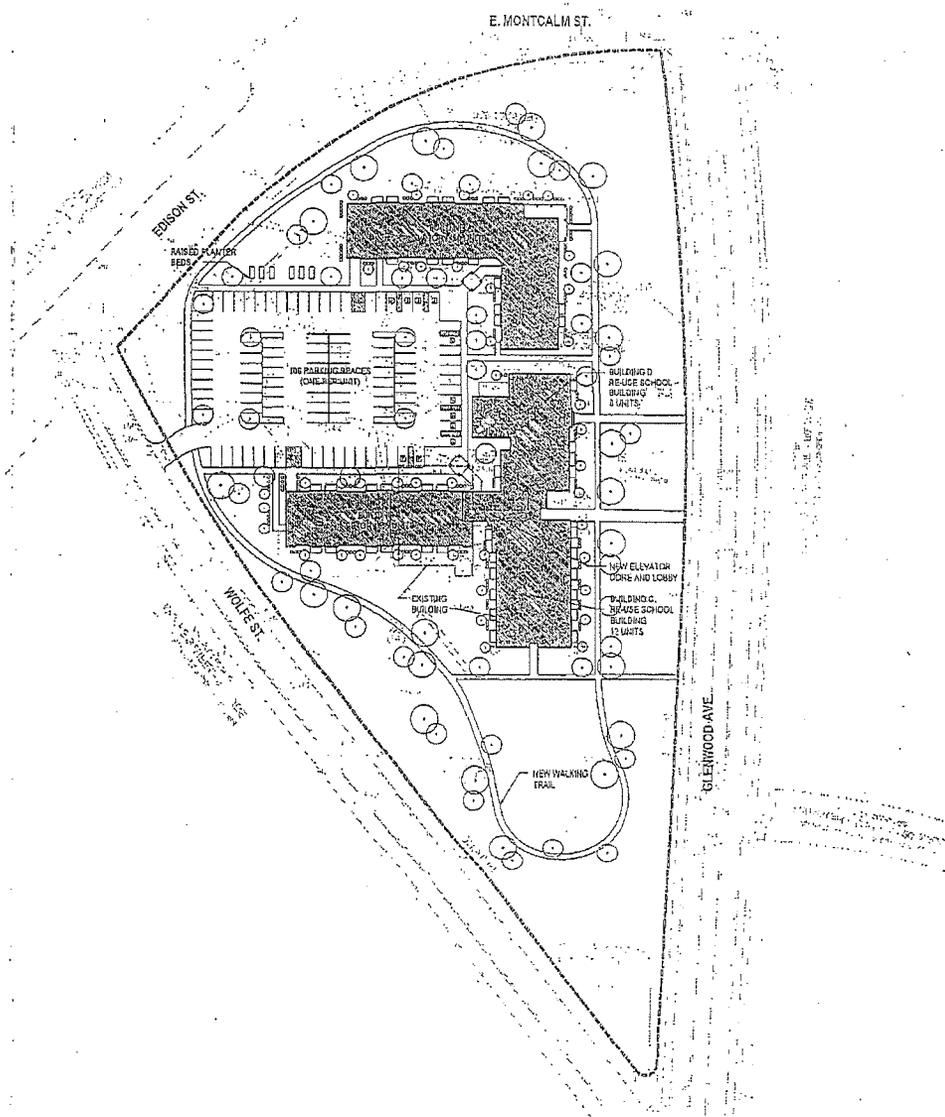
The timeline for the total proposed Development reflects the following:

- Submission of MSHDA Funding application on April 1, 2020
- MSHDA Award Determination in June 2020
- Construction start in June 2021
- Construction completion in June 2022
- 100% Occupied in December 2022

*In order to achieve this proposed development in totality and maintain its sustainability, a 4% 30-Year PILOT is being requested. With the lack of available funds needed to adequately tackle this proposed development, a 4% PILOT will allow for greater loan proceeds to be available to properly finance the construction and keep its operation sustainable for the long-term. The 4% PILOT is estimated to generate approximately \$30,000 annually to the City as a substitute for traditional real estate tax payments. Fortunately approximately \$30,000 annually is a vast increase over the real estate taxes that are being paid currently for the existing blighted site. We greatly appreciate the City's consideration of this PILOT Agreement request.*



WALLICK Communities



ARCHITECT:  
**RDL**  
 ARCHITECTS  
 18102 CHURCH ST. #100, Suite 200  
 INDIAN CREEK, Ohio 44133  
 PHONE: 330.354.4100  
 FAX: 330.354.4101  
 WWW: RDLarchitects.com

DEVELOPER:  
 WALLOCK COMMUNITIES  
 8520 W. STATE ST. #200  
 CLEVELAND, Ohio 44124  
 PHONE: 216.425.1400  
 FAX: 216.425.1400

DEVELOPMENT PLAN OF:

**GLENWOOD SENIOR**  
 100 N. GLENWOOD AVE.  
 CLEVELAND, OHIO 44115

THIS PLAN IS THE PROPERTY OF RDL ARCHITECTS AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF RDL ARCHITECTS. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT IS NOT RESPONSIBLE FOR THE OBTAINING OF PERMITS OR FOR THE ENFORCEMENT OF ANY REGULATIONS. THE ARCHITECT'S SERVICES ARE LIMITED TO THE DESIGN OF THE BUILDING AND THE PREPARATION OF THE ARCHITECTURAL DRAWINGS. THE ARCHITECT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE BUILDING OR FOR THE PERFORMANCE OF THE BUILDING. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN OF THE BUILDING AND THE PREPARATION OF THE ARCHITECTURAL DRAWINGS.

**ISSUE**

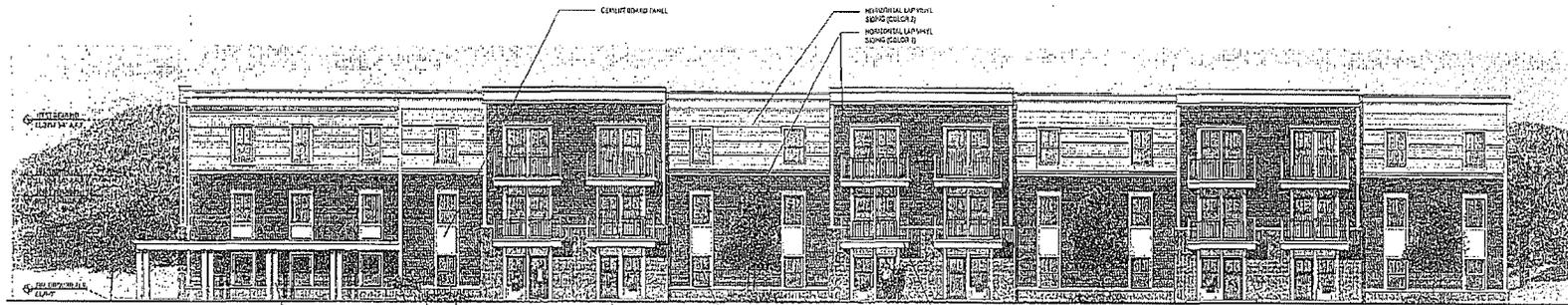
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- SUMMARY**
- BUILDING A**
  - 36-UNIT SENIOR BUILDING**
  - 10 ONE-BEDROOM (819 GSF EACH)
  - 10 TWO-BEDROOM (1243 GSF EACH)
  - +42,843 GSF
  - BUILDING B**
  - 16-UNIT SENIOR BUILDING**
  - 3x ONE-BEDROOM (819 GSF EACH)
  - +27,874 GSF
  - CONNECTION LOBBY**
  - +2,118 GSF
  - BUILDING C**
  - 12 STUDIO UNITS
  - +11,300 GSF
  - BUILDING D**
  - 4 1-BEDROOM UNITS
  - +411,000 GSF

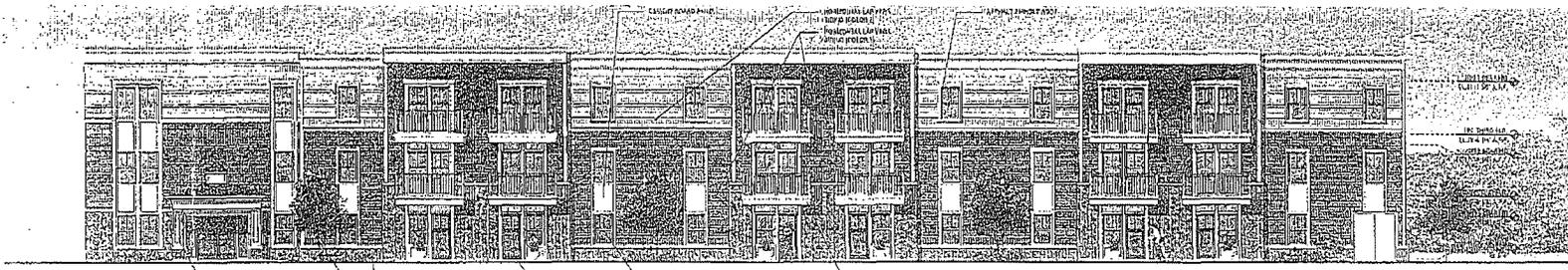
**PRELIMINARY SITE PLAN**  
 1"=50'-0"

PROJECT # 19219  
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 CHECKED BY RDL  
 FILE NAME [ ]  
 PLOT DATE [ ]  
 APPROVED BY JAMES WALLOCK

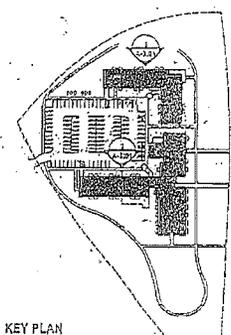
**SP-01**



1 - NORTH ELEVATION - BUILDING 'A'  
SCALE: 1/8" = 1'-0"



2 - NORTH ELEVATION - BUILDING 'B'  
SCALE: 1/8" = 1'-0"



KEY PLAN

ARCHITECT:  
**RDL**  
ARCHITECTS  
14102 CHURCH RD., SUITE 200  
DALLAS, TEXAS 75244-1412  
PHONE: 214-724-4400  
FAX: 214-724-4401  
WWW.RDLARCHITECTS.COM

DEVELOPER:  
WALWICK  
**WALWICK COMMUNITIES**  
100 WALKER RD., SUITE 200  
DALLAS, TEXAS 75244  
PHONE: (972) 215-1010  
FAX: (972) 215-1011

DEVELOPMENT PLAN OF:

**GLENWOOD SENIOR**  
1514 GLENWOOD AVE.  
DALLAS, TEXAS 75244

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ISSUE

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CONCEPT  
ELEVATIONS  
1/8" = 1'-0"

PROJECT # 15219  
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CHECKED BY [blank]  
FILE NAME [blank]  
PLOT DATE [blank]  
EPIGRAPH: "DRILL HOLE FIRST, THEN PRESENT"

A-3.01a

CITY OF PONTIAC

ORDINANCE NO. \_\_\_\_\_

TAX EXEMPTION ORDINANCE FOR GLENWOOD SENIOR APARTMENTS

ADOPTED: \_\_\_\_\_

An Ordinance to provide for 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 of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq.*) (the "Act").

THE CITY OF PONTIAC ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "City of Pontiac Tax Exemption Ordinance for Glenwood Senior Apartments."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Pontiac is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Pontiac will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Pontiac acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a 106-unit housing project identified as Glenwood Senior Apartments on certain property located at 191 N Glenwood Avenue, parcel identification number 64-14-14-21-302-001, in the City of Pontiac to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions. All terms in this Ordinance shall be defined as set forth in the Act, except as follows:

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
- C. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- D. Low Income Persons and Families means persons and families eligible to move into a housing project.
- E. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
- F. Sponsor means Wallick Communities, Pontiac Housing Commission and any entity that receives or assumes a Mortgage Loan.
- G. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

**SECTION 4. Class of Housing Projects.**

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that Glenwood Senior Apartments is of this class.

**SECTION 5. Establishment of Annual Service Charge.**

The housing project identified as Glenwood Senior Apartments and the property on which it will be located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City of Pontiac acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 4% of the Annual Shelter Rents actually collected by the housing project during each operating year.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City of Pontiac and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before June 30<sup>th</sup> of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq.*).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and the housing project remains subject to income and rent restrictions under the LIHTC Program, but not to exceed 30 years commencing upon the final unit being placed in service for LIHTC purposes.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 12. Effective Date.

This Ordinance shall become effective on \_\_\_\_\_, as provided in the City of Pontiac Charter.

\_\_\_\_\_  
, Mayor

\_\_\_\_\_  
, Clerk

Date Proposed: \_\_\_\_\_

Date Enacted: \_\_\_\_\_

Date published as enacted: \_\_\_\_\_

Effective date: \_\_\_\_\_

TO: Brennon Davis, Joe Hall  
RE: Requested Estimate of Assessment 64-14-21-302-001

Mr. Davis and Mr. Hall

I have prepared an estimate based on the information that you have provided. Since the income you have projected is drastically less than market, there is a difference in the cost approach and market rent income approach, versus a reduced rent income approach.

The estimated Assessed Value for 2021 based on cost with construction detail provided: \$2,750,000  
The estimated Assessed Value for 2021 based on market rents provided: \$2,450,000  
The estimated Assessed Value for 2021 based on reduced rent income provided: \$1,500,000

The non homestead tax rate for the City of Pontiac in 2019 was 56.1524  
The calculation for taxes is: Taxable Value/1000 x the tax rate (Use estimated Assessed Values in lieu of Taxable Value).

This estimated valuation is provided to facilitate the calculation of future taxes and should not be considered the final assessment. It was based on the construction and income information provided in the request, as well as market and cost data at this time. If the plan for the development is altered, the rental information changes, or the construction period extended over a period of years, the valuation may change.

The assessment estimate of this development was calculated using the State Tax Commission Cost Manual Volume II (Commercial and Industrial), and procedures and practices mandated by the Michigan State Tax Commission. Assessed Values are determined as of December 31 (Tax Day) of each year. This estimate was prepared for a completed project for the 2021 Tax Year.

If you have any questions please feel free to contact me.

Best regards,

Lisa Nader  
Appraiser III  
Oakland County Equalization  
248-858-1766

Vernon Gustafsson

From: Jacob Gill <jgill@wallick.com>  
Sent: Thursday, February 20, 2020 3:11 PM  
To: Vernon Gustafsson  
Cc: Ahmad Taylor; Irwin Williams; Danielle Kelley; Joe Hall  
Subject: Re: Glenwood Senior Apartments (191 N Glenwood Ave) - Updated Narrative / Site Plan (School Building and Parking) / Building Elevation (School Building Extension)

Good afternoon Mr. Gustafsson-

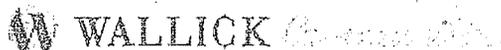
As mentioned in Joe Hall's email below, our **current occupancy rate** for all of Wallick's 66 senior properties is **97.65%**.

If you need any additional information, please let me know, and I would be happy to provide it.

Have a wonderful afternoon!

Best,

Jacob Gill | Development Associate  
Development



p: 614.552.5615 | 160 West Main Street, Suite 200, New Albany, OH 43054



From: Joe Hall <jhall@wallick.com>  
Sent: Wednesday, February 19, 2020 5:10 PM  
To: Vernon Gustafsson <vgustafsson@pontiac.mi.us>  
Cc: Ahmad Taylor <ataylor@pontiahousing.com>; Irwin Williams <IWilliams@pontiac.mi.us>; Danielle Kelley <danielle.kelley@plantemor.com>; Jacob Gill <jgill@wallick.com>  
Subject: FW: Glenwood Senior Apartments (191 N Glenwood Ave) - Updated Narrative / Site Plan (School Building and Parking) / Building Elevation (School Building Extension)

Vern and team – Per your request, please find the following items:

- Market Analysis (note this is off by 6 units. It was requested when we had 50 units proposed in the school building. Per the below, we have updated that unit count to 56. ATTACHED
- Proposed Rent Schedules (2) ATTACHED
- Hard Construction Costs

| 191 N Glenwood Ave                   | Hard Construction Costs |                   |
|--------------------------------------|-------------------------|-------------------|
| School Building Adaptive Reuse       | \$                      | 5,332,350         |
| 3-Story New Construction             | \$                      | 5,007,000         |
| <b>Total Hard Construction Costs</b> | <b>\$</b>               | <b>10,339,350</b> |

- Wallick Senior Occupancy Rates – Jake Gill from Wallick (copied on this message) will be providing this information to you tomorrow. We are securing up-to-date info from our Property Management team.
- PILOT Calculation

|                                | 3-Story New<br>Construction | School Building<br>Adaptive Reuse | Total       |
|--------------------------------|-----------------------------|-----------------------------------|-------------|
| Annual Rent                    | \$ 372,276                  | \$ 495,480                        | \$ 867,756  |
| Vacancy (7%)                   | \$ (26,059)                 | \$ (34,684)                       | \$ (60,743) |
| Net                            | \$ 346,217                  | \$ 460,796                        | \$ 807,013  |
| Less:                          |                             |                                   |             |
| Owner Paid Electric/Gas        | \$ (12,500)                 | \$ (14,000)                       | \$ (26,500) |
| Owner Paid Water/Sewer         | \$ (12,500)                 | \$ (14,000)                       | \$ (26,500) |
| Annual Shelter Rents           | \$ 321,217                  | \$ 432,796                        | \$ 754,013  |
| PILOT %                        | 4.00%                       | 4.00%                             | 4.00%       |
| Estimated Annual PILOT Payment | \$ 12,849                   | \$ 17,312                         | \$ 30,161   |

Thanks – Joe

From: Vernon Gustafsson <vgustafsson@pontiac.mi.us>

Sent: Tuesday, February 18, 2020 4:49 PM

To: Joe Hall <jhall@wallick.com>

Cc: Ahmad Taylor <ataylor@pontiachousing.com>; Irwin Williams <IWilliams@pontiac.mi.us>; Irwin Williams <Irwin.Williams@plantemoran.com>; Danielle Kelley <danielle.kelley@plantemoran.com>

Subject: RE: Glenwood Senior Apartments (191 N Glenwood Ave) - Updated Narrative / Site Plan (School Building and Parking) / Building Elevation (School Building Extension)

Importance: High

Afternoon Joe & Ahmad:

To following up on a conversation with our Finance Department, we need a copy of your Market Analysis, Construction costs and approximate occupancy rates of other Senior Apartment complexes. These documents will assist our Finance Department to complete their due diligence.

We need these documents by EOB Thursday, February 20<sup>th</sup>.

Thank you in advance for your assistance.

Best Regards,

Vern Gustafsson | Planning Manager  
 Planning Division | City of Pontiac  
 47450 Woodward Avenue | Pontiac, Michigan 48342  
 248.758.2816 [Direct] | 248.758.2800 [Office]

Your VALUE does not decrease based on  
 someone's inability to see your WORTH

## Vernon Gustafsson

---

**From:** Vernon Gustafsson  
**Sent:** Friday, March 13, 2020 7:17 AM  
**To:** Vernon Gustafsson  
**Subject:** Request for PILOT Glenwood Senior Apartments

From: Irwin Williams <IWilliams@pontiac.mi.us>  
Sent: Friday, March 6, 2020 10:25 AM  
To: Mayor Deirdre Waterman <DWaterman@pontiac.mi.us>  
Cc: Jane Bais-DiSessa <jbais-disessa@pontiac.mi.us>; Vernon Gustafsson <vgustafsson@pontiac.mi.us>  
Subject: Request for PILOT Glenwood Senior Apartments

Please find enclosed a request for a PILOT for the Glenwood Senior Apartments. There are a total of 106 units; 101 units will be affordable based upon income and rent restrictions, 5 units will be at market rate.

1. All apartments are elderly designated at Age 55+ by the LIHTC program.
2. All units are independent living.
3. It will be typical independent senior living for which would include a community room with warming kitchen, typical common space, exercise room, business center with computers, printer and faxing machine. We do not anticipate having a hair salon.
4. All rents except for 5 units are based upon income restrictions at 30%, 40%, 50%, 60% of area median income (AMI). The other 5 units are market rate. We estimate LIHTC rents for the studio, 1BR and 2BR units to be at a range of \$350 up to \$850 depending upon the AMI set aside. We estimate that market rate rent for a studio is \$695, for 1BR is \$850 and for 2BR is \$950.

I have also enclosed a market analysis and schedule showing Average vacancy rates in the other 9 PILOTS in COP. The current average vacancy rate is only 5.8%.

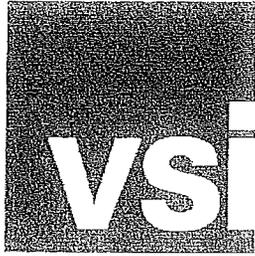
I had Joe Hall from Wallick Communities request an estimated of what the appraised value would be once the construction was completed. The estimated Assessed Value for 2021 based on reduced rent income provided: \$1,500,000. The property tax generated would be approximately \$85,000. The PILOT would generate \$30,000 as a substitute for real estate tax payments. The difference would be approximately \$55,000.

As the vacancy rate is so low coupled with the fact that low income housing is so necessary in the City of Pontiac, I recommend that we accept this PILOT.

Irwin Williams, CPA

-----Original Message-----

From: Irwin Williams [mailto:IWilliams@pontiac.mi.us]  
Sent: Friday, March 6, 2020 6:01 AM  
To: Irwin Williams <IWilliams@pontiac.mi.us>



Vogt Strategic  
Insights

February 14, 2020

Mr. Joe Hall  
Wallick Communities  
160 West Main Street, Suite 200  
New Albany, OH 43054

Sent via email: [jhall@wallick.com](mailto:jhall@wallick.com)

RE: Tax-Credit Market Evaluation – Glenwood Senior (Pontiac, MI)

Dear Mr. Hall:

Vogt Strategic Insights (VSI) has completed this preliminary market feasibility for a proposed Glenwood Senior Apartments, which will consist of a 9% Low Income Housing Tax Credit (LIHTC) portion and a 4% Tax Credit Bond portion, to be developed in Pontiac, Oakland County, Michigan. The site will include 100 total units (50 units in each portion) and a mix of studio, one- and two-bedroom apartments targeting senior households (age 55 and older) with incomes up to 30%, 40%, 50%, 60% and 80% of the Area Median Income (AMI). The purpose of this letter is to address the development potential of this proposed affordable senior Tax Credit rental project.

For this review, VSI is providing:

- A project description detailing specifics of the proposed development, as well as any assumptions we have made regarding the subject project.
- Identification of a preliminary Primary Market Area (PMA) where most of the support for the subject project is expected to originate.
- Demographic analysis of current and projected population and household trends, as well as renter household income data.
- Survey and analysis of overall rental market conditions within the preliminary Site PMA.
- Analysis of comparable Tax Credit and market-rate properties within the market to evaluate occupancy rates, demand, rents, unit sizes, bathrooms and amenities compared to the subject project.
- Determination of achievable market rents using Rent Comparability Grids.
- Capture rate calculations for the subject property under Tax Credit program guidelines.
- A statement that a market does or does not exist for the project based on the assumptions and conclusions within this letter.

Project Concept

The subject project involves the new construction of the proposed Glenwood Senior Apartments, which will be developed with a mix of 9% Tax Credits and 4% Tax Credit Bond funds. The site will contain 100 total units, of which 50 will be developed with 4% Bond funds and 50 will be developed with 9% Tax Credit funds. The 50 units that will comprise the 4% Bond portion of the site will target households with incomes up to 50% and 60% of AMI and will contain a mix of studio and one-bedroom units, of which eight (8) units will operate with a project-based subsidy. The 50 units that will comprise the 9% Tax Credit portion of the site will offer a mix of one- and two-bedroom units targeting households with incomes up to 30%, 40%, 50% and 80% of AMI. Similar to the other portion of the site, the 9% Tax Credit portion of the site will also contain eight units with a project-based subsidy that will allow qualifying residents to pay just 30% of their income to rent.

The site will include the adaptive reuse of a vacant, three-story school building into 50 units and the new construction of 50 additional units of affordable senior rental housing in a two-story building. It is anticipated that the subject project will have its first units available in mid-2021. The proposed project will be configured as follows:

| Glenwood Senior Apartments (Proposed Site) |                 |        |             |                |                          |                   |                      |                           |
|--|-----------------|--------|-------------|----------------|--------------------------|-------------------|----------------------|---------------------------|
| Total Units                                | Bedrooms/Baths  | Style  | Square Feet | Percent of AMI | Proposed Collected Rents | Utility Allowance | Proposed Gross Rents | Maximum LIHTC Gross Rents |
| 3  | Studio/1.0-bath | Garden | 450         | 50%*           | \$590                    | \$78              | \$668                | \$668                     |
| 13   | Studio/1.0-bath | Garden | 450         | 60%            | \$665                    | \$78              | \$743                | \$802                     |
| 1  | 1-br./1.0-bath  | Garden | 619         | 30%            | \$339                    | \$90              | \$429                | \$429                     |
| 7  | 1-br./1.0-bath  | Garden | 619         | 30%*           | \$339                    | \$90              | \$429                | \$429                     |
| 11   | 1-br./1.0-bath  | Garden | 619         | 40%            | \$480                    | \$90              | \$570                | \$573                     |
| 4  | 1-br./1.0-bath  | Garden | 619         | 50%            | \$625                    | \$90              | \$715                | \$716                     |
| 5  | 1-br./1.0-bath  | Garden | 619         | 50%*           | \$626                    | \$90              | \$716                | \$716                     |
| 29   | 1-br./1.0-bath  | Garden | 619         | 60%            | \$765                    | \$90              | \$855                | \$859                     |
| 17   | 1-br./1.0-bath  | Garden | 619         | 80%            | \$665                    | \$90              | \$755                | \$1,146                   |
| 1  | 2-br./1.0-bath  | Garden | 825         | 30%            | \$395                    | \$119             | \$514                | \$515                     |
| 1  | 2-br./1.0-bath  | Garden | 825         | 30%*           | \$396                    | \$119             | \$515                | \$515                     |
| 2  | 2-br./1.0-bath  | Garden | 825         | 40%            | \$565                    | \$119             | \$684                | \$687                     |
| 2  | 2-br./1.0-bath  | Garden | 825         | 50%            | \$739                    | \$119             | \$858                | \$858                     |
| 4  | 2-br./1.0-bath  | Garden | 825         | 80%            | \$765                    | \$119             | \$884                | \$1,374                   |

100

Source: Wallick Companies

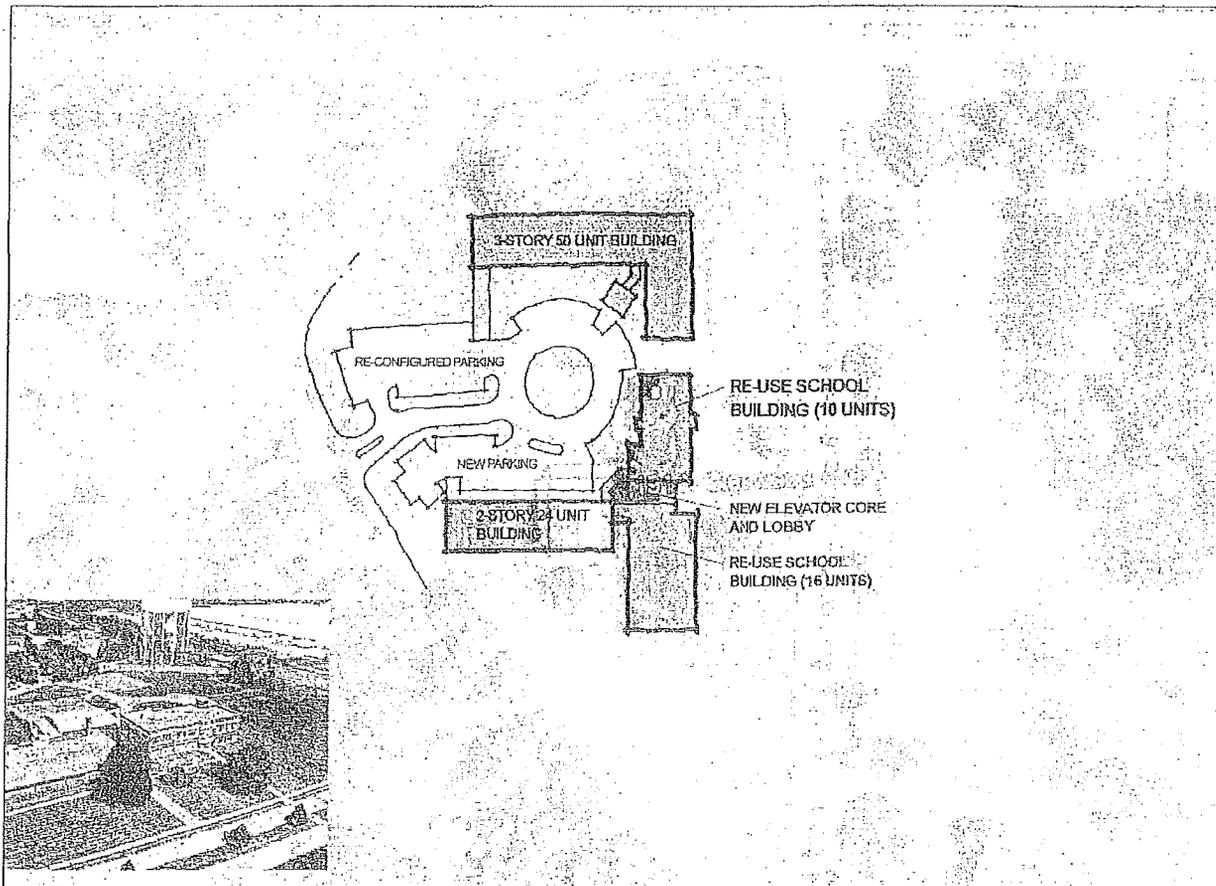
AMI – Area Median Income (Detroit-Warren-Livonia, Michigan HUD FMR Area)

\*Subsidized units in which residents will pay 30% of their income to rent, rather than the programmatic maximum allowable rents illustrated in the table  
Green shaded rows denote 4% Bond units

The amenities at the proposed subject site will be comprehensive and will likely include a range, refrigerator, dishwasher, garbage disposal, vinyl wood flooring, window blinds, washer/dryer hookups, and central air conditioning in each unit. The project amenities will likely include on-site management, a community/activity room, laundry facilities, business/computer rooms, elevators, outdoor walking trail and barbeque/picnic area. The cost of water/sewer and trash collection will be included in the rent, with tenant utility responsibilities including gas heat, gas hot water, electric cooking and general electric.



The site has a physical address of 191 N. Glenwood Avenue and is located southwest of the intersection of E. Montcalm Street and N. Glenwood Avenue in the northern portion of Pontiac, Michigan. The following illustrates the location of the subject site and the anticipated site layout, following development.



### Preliminary Primary Market Area (PMA)

The preliminary Primary Market Area (PMA) is the geographical area from which most of the support for the proposed development is expected to originate. The preliminary Site PMA was determined through telephone interviews with area leasing and real estate agents, government officials, and a demographic analysis of the area households and population.

The Pontiac Site PMA comprises the city of Pontiac, a northern portion of Bloomfield Township, a small eastern portion of Waterford Township as well as northwestern and western portions of the city of Auburn Hills, in east-central Oakland County.



Significant boundaries of the preliminary Site PMA include the following:

North: Silver Lake, Upper Silver Lake and Collier Road

East: Interstate 75, Squirrel Road and South Boulevard

South: U.S. Highway 24 Business (Square Lake Road), U.S. Highway 24 (S. Telegraph Road) and Sylvan Lake

West: Scott Lake Road

The Pontiac Site PMA boundaries were influenced by the area's geographical and socioeconomic factors, including the presence of industrial areas and freeways. Interstate 75 forms a hard boundary to the east of the Site PMA and minimal support is expected to originate from areas east of this thoroughfare; communities east of Interstate 75 are generally populated by homeowners with higher income levels who would not meet the qualifications for low-income housing. Therefore, areas east of Interstate 75 were excluded. The communities to the north and west of the Site PMA were also excluded for the same reason. In addition, the region north of the Site PMA contains a large industrial area as well as several lakes, while the area to the west also contains lakes and the Oakland County International Airport, which do not garner support for the site.

The area east of the Pontiac Site PMA is where Oakland University is located. Full-time students will not qualify as the primary resident of an apartment at the proposed Tax Credit project. This area with a high share of students was not included in the Site PMA.

A small portion of support comes from some other areas of Oakland County and suburban communities in the area; however, this support component is not significant. Therefore, we have not considered a secondary market area in this report.

A map illustrating the boundaries of the preliminary Pontiac Site PMA is on the following page.

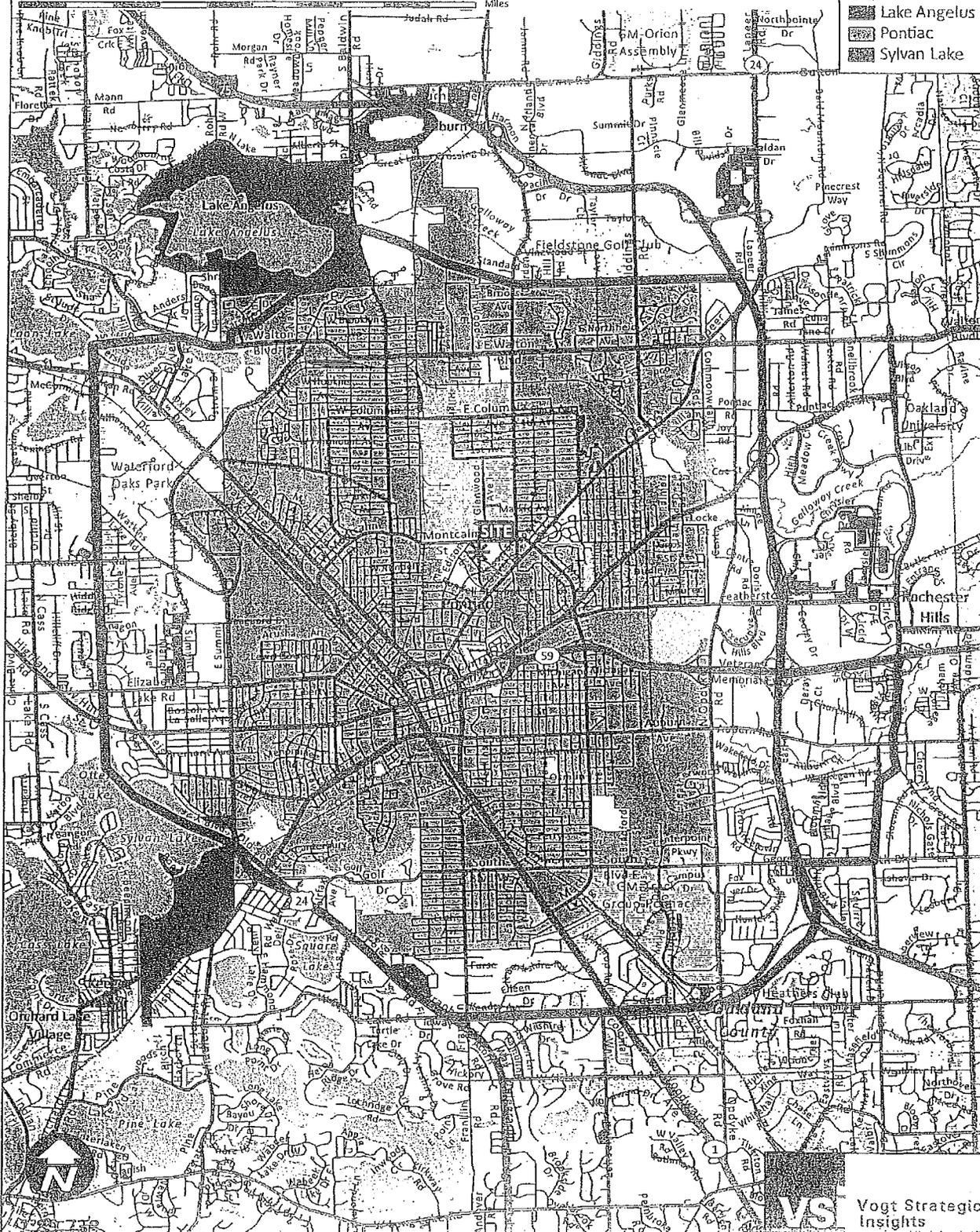


# Pontiac, MI Primary Market Area

Primary Market Area Information  
2019 Estimated Population: 79,681  
2019 Estimated Households: 30,828  
Area: 29.08 Square Miles  
County in PMA: Oakland

- Legend
- Project Site
  - PMA
  - Auburn Hills
  - Lake Angelus
  - Pontiac
  - Sylvan Lake

0 0.5 1 1.5 2 2.5 3 3.5 4 4.5 5 Miles



VSI Vogt Strategic Insights

Demographic Analysis

Population and household trends for the preliminary Pontiac Site PMA are as follows:

|                          | Population | Households |
|--------------------------|------------|------------|
| 2000 Census              | 85,430     | 31,796     |
| 2010 Census              | 77,193     | 29,739     |
| Change 2000-2010         | -8,237     | -2,057     |
| Percent Change 2000-2010 | -9.6%      | -6.5%      |
| 2019 Estimated           | 79,681     | 30,828     |
| Change 2010-2019         | 2,488      | 1,089      |
| Percent Change 2010-2019 | 3.2%       | 3.7%       |
| 2024 Projected           | 81,268     | 31,538     |
| Change 2019-2024         | 1,587      | 710        |
| Percent Change 2019-2024 | 2.0%       | 2.3%       |

Source: 2000, 2010 Census; ESRI; Urban Decision Group; VSI

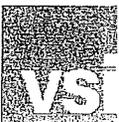
As illustrated in the preceding table, the Pontiac Site PMA experienced a decrease in both population and households between 2000 and 2010. However, despite the decline caused in part by the national recession, it should be noted that between 2010 and 2019, the population increased by 2,488, or 3.2%. During the same period, households increased by 1,089, or 3.7%. Projections through 2024 indicate there will be 81,268 people in 31,538 households within the Site PMA. This represents a population increase of 1,587 (2.0%) and a household increase of 710 (2.3%).

The following table reflects population and household trends age 55 and older for 2010, 2019 (estimated) and projected to 2024.

|                          | Population 55+ | Households 55+ |
|--------------------------|----------------|----------------|
| 2010 Census              | 15,962         | 11,056         |
| 2019 Estimated           | 19,913         | 13,057         |
| Change 2010-2019         | 3,951          | 2,001          |
| Percent Change 2010-2019 | 24.8%          | 18.1%          |
| 2024 Projected           | 21,464         | 14,006         |
| Change 2019-2024         | 1,551          | 949            |
| Percent Change 2019-2024 | 7.8%           | 7.3%           |

Source: 2010 Census; ESRI; Urban Decision Group; VSI

Since 2010, the senior population has increased by 3,951, or 24.8%, and households have increased by 2,001, or 18.1%. This is a greater increase than that of the overall population and households, indicating that the Site PMA population base is aging. Between 2019 and 2024, the population age 55 and older is projected to increase by 1,551, while households are projected to increase by 949.



The following tables illustrate renter household income by household size for the preliminary Pontiac Site PMA:

| Household Income Range | Renter Households 2010 (Census) |              |              |              |              | Total         |
|------------------------|---------------------------------|--------------|--------------|--------------|--------------|---------------|
|                        | 1-Person                        | 2-Person     | 3-Person     | 4-Person     | 5-Person+    |               |
| Less than \$10,000     | 1,230                           | 923          | 563          | 355          | 254          | 3,324         |
| \$10,000 to \$19,999   | 1,548                           | 967          | 589          | 372          | 266          | 3,742         |
| \$20,000 to \$29,999   | 878                             | 622          | 379          | 239          | 171          | 2,291         |
| \$30,000 to \$39,999   | 549                             | 449          | 274          | 173          | 124          | 1,568         |
| \$40,000 to \$49,999   | 360                             | 314          | 191          | 121          | 86           | 1,072         |
| \$50,000 to \$59,999   | 202                             | 182          | 111          | 70           | 50           | 615           |
| \$60,000 to \$74,999   | 270                             | 247          | 151          | 95           | 68           | 830           |
| \$75,000 to \$99,999   | 115                             | 111          | 67           | 43           | 30           | 366           |
| \$100,000 to \$124,999 | 54                              | 51           | 31           | 20           | 14           | 171           |
| \$125,000 to \$149,999 | 32                              | 30           | 18           | 11           | 8            | 100           |
| \$150,000 to \$199,999 | 18                              | 16           | 10           | 6            | 4            | 54            |
| \$200,000 & Over       | 17                              | 15           | 9            | 6            | 4            | 52            |
| <b>Total</b>           | <b>5,273</b>                    | <b>3,928</b> | <b>2,394</b> | <b>1,509</b> | <b>1,081</b> | <b>14,185</b> |

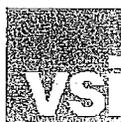
Source: 2010 Census; ESRI; Detailed Tenure Crosstab by Urban Decision Group; VSI

| Household Income Range | Renter Households 2019 (Estimated) |              |              |              |            | Total         |
|------------------------|------------------------------------|--------------|--------------|--------------|------------|---------------|
|                        | 1-Person                           | 2-Person     | 3-Person     | 4-Person     | 5-Person+  |               |
| Less than \$10,000     | 1,081                              | 712          | 426          | 243          | 135        | 2,597         |
| \$10,000 to \$19,999   | 1,415                              | 791          | 473          | 270          | 150        | 3,098         |
| \$20,000 to \$29,999   | 935                                | 659          | 394          | 225          | 125        | 2,338         |
| \$30,000 to \$39,999   | 666                                | 522          | 313          | 178          | 99         | 1,778         |
| \$40,000 to \$49,999   | 450                                | 374          | 224          | 128          | 71         | 1,246         |
| \$50,000 to \$59,999   | 349                                | 316          | 189          | 108          | 60         | 1,022         |
| \$60,000 to \$74,999   | 419                                | 366          | 219          | 125          | 69         | 1,198         |
| \$75,000 to \$99,999   | 307                                | 287          | 172          | 98           | 54         | 919           |
| \$100,000 to \$124,999 | 108                                | 105          | 63           | 36           | 20         | 331           |
| \$125,000 to \$149,999 | 60                                 | 59           | 35           | 20           | 11         | 186           |
| \$150,000 to \$199,999 | 60                                 | 59           | 35           | 20           | 11         | 185           |
| \$200,000 & Over       | 34                                 | 32           | 19           | 11           | 6          | 103           |
| <b>Total</b>           | <b>5,884</b>                       | <b>4,283</b> | <b>2,562</b> | <b>1,463</b> | <b>810</b> | <b>15,002</b> |

Source: 2010 Census; ESRI; Detailed Tenure Crosstab by Urban Decision Group; VSI

| Household Income Range | Renter Households 2024 (Projected) |              |              |              |            | Total         |
|------------------------|------------------------------------|--------------|--------------|--------------|------------|---------------|
|                        | 1-Person                           | 2-Person     | 3-Person     | 4-Person     | 5-Person+  |               |
| Less than \$10,000     | 973                                | 611          | 364          | 203          | 107        | 2,257         |
| \$10,000 to \$19,999   | 1,283                              | 699          | 417          | 233          | 123        | 2,754         |
| \$20,000 to \$29,999   | 854                                | 594          | 354          | 197          | 104        | 2,103         |
| \$30,000 to \$39,999   | 696                                | 515          | 307          | 171          | 90         | 1,779         |
| \$40,000 to \$49,999   | 478                                | 382          | 227          | 127          | 67         | 1,281         |
| \$50,000 to \$59,999   | 386                                | 345          | 206          | 115          | 61         | 1,113         |
| \$60,000 to \$74,999   | 470                                | 400          | 238          | 133          | 70         | 1,312         |
| \$75,000 to \$99,999   | 453                                | 417          | 248          | 139          | 73         | 1,330         |
| \$100,000 to \$124,999 | 135                                | 131          | 78           | 44           | 23         | 411           |
| \$125,000 to \$149,999 | 74                                 | 73           | 43           | 24           | 13         | 228           |
| \$150,000 to \$199,999 | 98                                 | 94           | 56           | 31           | 17         | 296           |
| \$200,000 & Over       | 53                                 | 50           | 30           | 17           | 9          | 158           |
| <b>Total</b>           | <b>5,953</b>                       | <b>4,311</b> | <b>2,568</b> | <b>1,484</b> | <b>757</b> | <b>15,022</b> |

Source: 2010 Census; ESRI; Detailed Tenure Crosstab by Urban Decision Group; VSI



The following tables illustrate renter household income by household size for age 55 and older for the preliminary Pontiac Site PMA:

| Household Income Range | Renter Age 55+ Households 2010 (Census) |            |            |            |            | Total        |
|------------------------|---|------------|------------|------------|------------|--------------|
|                        | 1-Person                                | 2-Person   | 3-Person   | 4-Person   | 5-Person+  |              |
| Less than \$10,000     | 507                                     | 146        | 89         | 56         | 40         | 838          |
| \$10,000 to \$19,999   | 849                                     | 214        | 131        | 82         | 59         | 1,335        |
| \$20,000 to \$29,999   | 396                                     | 103        | 63         | 40         | 28         | 631          |
| \$30,000 to \$39,999   | 180                                     | 53         | 32         | 20         | 14         | 300          |
| \$40,000 to \$49,999   | 95                                      | 29         | 17         | 11         | 8          | 160          |
| \$50,000 to \$59,999   | 46                                      | 14         | 9          | 5          | 4          | 78           |
| \$60,000 to \$74,999   | 56                                      | 18         | 11         | 7          | 5          | 96           |
| \$75,000 to \$99,999   | 18                                      | 6          | 3          | 2          | 2          | 31           |
| \$100,000 to \$124,999 | 9                                       | 3          | 2          | 1          | 1          | 16           |
| \$125,000 to \$149,999 | 6                                       | 2          | 1          | 1          | 1          | 11           |
| \$150,000 to \$199,999 | 5                                       | 2          | 1          | 1          | 0          | 9            |
| \$200,000 & Over       | 4                                       | 1          | 1          | 1          | 0          | 7            |
| <b>Total</b>           | <b>2,171</b>                            | <b>590</b> | <b>360</b> | <b>227</b> | <b>162</b> | <b>3,510</b> |

Source: 2010 Census; ESRI; Detailed Tenure Crosstab by Urban Decision Group; VSI

| Household Income Range | Renter Age 55+ Households 2019 (Estimated) |            |            |            |            | Total        |
|------------------------|--|------------|------------|------------|------------|--------------|
|                        | 1-Person                                   | 2-Person   | 3-Person   | 4-Person   | 5-Person+  |              |
| Less than \$10,000     | 577  | 162        | 97         | 55         | 31         | 923          |
| \$10,000 to \$19,999   | 907  | 236        | 141        | 81         | 45         | 1,410        |
| \$20,000 to \$29,999   | 440  | 120        | 72         | 41         | 23         | 695          |
| \$30,000 to \$39,999   | 253  | 73         | 43         | 25         | 14         | 407          |
| \$40,000 to \$49,999   | 147  | 44         | 26         | 15         | 8          | 240          |
| \$50,000 to \$59,999   | 82   | 26         | 15         | 9          | 5          | 137          |
| \$60,000 to \$74,999   | 117  | 36         | 22         | 12         | 7          | 195          |
| \$75,000 to \$99,999   | 61   | 19         | 11         | 7          | 4          | 102          |
| \$100,000 to \$124,999 | 16   | 5          | 3          | 2          | 1          | 27           |
| \$125,000 to \$149,999 | 9  | 3          | 2          | 1          | 1          | 15           |
| \$150,000 to \$199,999 | 9  | 3          | 2          | 1          | 1          | 16           |
| \$200,000 & Over       | 6  | 2          | 1          | 1          | 0          | 10           |
| <b>Total</b>           | <b>2,625</b>                               | <b>729</b> | <b>436</b> | <b>249</b> | <b>138</b> | <b>4,177</b> |

Source: 2010 Census; ESRI; Detailed Tenure Crosstab by Urban Decision Group; VSI

| Household Income Range | Renter Age 55+ Households 2024 (Projected) |            |            |            |            | Total        |
|------------------------|--|------------|------------|------------|------------|--------------|
|                        | 1-Person                                   | 2-Person   | 3-Person   | 4-Person   | 5-Person+  |              |
| Less than \$10,000     | 557  | 166        | 99         | 55         | 29         | 906          |
| \$10,000 to \$19,999   | 854  | 240        | 143        | 80         | 42         | 1,360        |
| \$20,000 to \$29,999   | 413  | 122        | 73         | 40         | 21         | 669          |
| \$30,000 to \$39,999   | 296  | 87         | 52         | 29         | 15         | 479          |
| \$40,000 to \$49,999   | 168  | 50         | 30         | 17         | 9          | 274          |
| \$50,000 to \$59,999   | 90   | 28         | 17         | 9          | 5          | 149          |
| \$60,000 to \$74,999   | 135  | 41         | 25         | 14         | 7          | 222          |
| \$75,000 to \$99,999   | 91   | 28         | 17         | 9          | 5          | 150          |
| \$100,000 to \$124,999 | 17   | 5          | 3          | 2          | 1          | 29           |
| \$125,000 to \$149,999 | 9  | 3          | 2          | 1          | 0          | 15           |
| \$150,000 to \$199,999 | 14   | 4          | 3          | 1          | 1          | 23           |
| \$200,000 & Over       | 9  | 3          | 2          | 1          | 0          | 14           |
| <b>Total</b>           | <b>2,652</b>                               | <b>778</b> | <b>463</b> | <b>259</b> | <b>137</b> | <b>4,289</b> |

Source: 2010 Census; ESRI; Detailed Tenure Crosstab by Urban Decision Group; VSI



The following tables illustrate owner household income by household size for age 55 and older for the preliminary Pontiac Site PMA:

| Household Income Range | Owner Age 55+ Households 2010 (Census) |              |              |            |            |              |
|------------------------|--|--------------|--------------|------------|------------|--------------|
|                        | 1-Person                               | 2-Person     | 3-Person     | 4-Person   | 5-Person+  | Total        |
| Less than \$10,000     | 260                                    | 221          | 98           | 73         | 51         | 704          |
| \$10,000 to \$19,999   | 493                                    | 393          | 174          | 130        | 90         | 1,281        |
| \$20,000 to \$29,999   | 411                                    | 340          | 151          | 113        | 78         | 1,092        |
| \$30,000 to \$39,999   | 363                                    | 323          | 143          | 107        | 74         | 1,010        |
| \$40,000 to \$49,999   | 316                                    | 285          | 127          | 95         | 66         | 888          |
| \$50,000 to \$59,999   | 206                                    | 187          | 83           | 62         | 43         | 580          |
| \$60,000 to \$74,999   | 242                                    | 223          | 99           | 74         | 51         | 690          |
| \$75,000 to \$99,999   | 190                                    | 178          | 79           | 59         | 41         | 547          |
| \$100,000 to \$124,999 | 92                                     | 88           | 39           | 29         | 20         | 269          |
| \$125,000 to \$149,999 | 57                                     | 55           | 24           | 18         | 13         | 167          |
| \$150,000 to \$199,999 | 57                                     | 56           | 25           | 18         | 13         | 169          |
| \$200,000 & Over       | 49                                     | 49           | 22           | 16         | 11         | 147          |
| <b>Total</b>           | <b>2,737</b>                           | <b>2,399</b> | <b>1,065</b> | <b>795</b> | <b>551</b> | <b>7,546</b> |

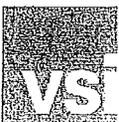
Source: 2010 Census; ESRI; Detailed Tenure Crosstab by Urban Decision Group; VSI

| Household Income Range | Owner Age 55+ Households 2019 (Estimated) |              |              |            |            |              |
|------------------------|---|--------------|--------------|------------|------------|--------------|
|                        | 1-Person                                  | 2-Person     | 3-Person     | 4-Person   | 5-Person+  | Total        |
| Less than \$10,000     | 246                                       | 220          | 102          | 72         | 48         | 689          |
| \$10,000 to \$19,999   | 422                                       | 360          | 168          | 119        | 79         | 1,147        |
| \$20,000 to \$29,999   | 419                                       | 371          | 173          | 122        | 81         | 1,166        |
| \$30,000 to \$39,999   | 384                                       | 362          | 168          | 119        | 79         | 1,112        |
| \$40,000 to \$49,999   | 295                                       | 288          | 134          | 95         | 63         | 875          |
| \$50,000 to \$59,999   | 265                                       | 265          | 123          | 87         | 58         | 798          |
| \$60,000 to \$74,999   | 342                                       | 341          | 159          | 112        | 74         | 1,027        |
| \$75,000 to \$99,999   | 293                                       | 290          | 135          | 95         | 63         | 875          |
| \$100,000 to \$124,999 | 154                                       | 156          | 73           | 51         | 34         | 468          |
| \$125,000 to \$149,999 | 86  | 88           | 41           | 29         | 19         | 262          |
| \$150,000 to \$199,999 | 93  | 94           | 44           | 31         | 20         | 281          |
| \$200,000 & Over       | 61  | 60           | 28           | 20         | 13         | 181          |
| <b>Total</b>           | <b>3,058</b>                              | <b>2,893</b> | <b>1,347</b> | <b>952</b> | <b>632</b> | <b>8,881</b> |

Source: 2010 Census; ESRI; Detailed Tenure Crosstab by Urban Decision Group; VSI

| Household Income Range | Owner Age 55+ Households 2024 (Projected) |              |              |              |            |              |
|------------------------|---|--------------|--------------|--------------|------------|--------------|
|                        | 1-Person                                  | 2-Person     | 3-Person     | 4-Person     | 5-Person+  | Total        |
| Less than \$10,000     | 253                                       | 231          | 109          | 76           | 50         | 719          |
| \$10,000 to \$19,999   | 417                                       | 372          | 175          | 122          | 81         | 1,166        |
| \$20,000 to \$29,999   | 421                                       | 390          | 183          | 128          | 84         | 1,206        |
| \$30,000 to \$39,999   | 405                                       | 390          | 183          | 128          | 84         | 1,190        |
| \$40,000 to \$49,999   | 291                                       | 289          | 135          | 95           | 62         | 872          |
| \$50,000 to \$59,999   | 287                                       | 289          | 136          | 95           | 63         | 870          |
| \$60,000 to \$74,999   | 387                                       | 389          | 183          | 128          | 84         | 1,171        |
| \$75,000 to \$99,999   | 328                                       | 325          | 152          | 107          | 70         | 982          |
| \$100,000 to \$124,999 | 198                                       | 201          | 94           | 66           | 43         | 603          |
| \$125,000 to \$149,999 | 106                                       | 108          | 51           | 35           | 23         | 323          |
| \$150,000 to \$199,999 | 127                                       | 127          | 59           | 42           | 27         | 382          |
| \$200,000 & Over       | 78  | 77           | 36           | 25           | 17         | 234          |
| <b>Total</b>           | <b>3,298</b>                              | <b>3,189</b> | <b>1,497</b> | <b>1,046</b> | <b>690</b> | <b>9,719</b> |

Source: 2010 Census; ESRI; Detailed Tenure Crosstab by Urban Decision Group; VSI



Conventional Apartments

We identified and surveyed by telephone 37 conventional housing projects containing a total of 5,579 units within the preliminary Site PMA during our in-person survey in January 2020. This survey was conducted to establish the overall strength of the rental market and to identify those properties most comparable to the subject site. These rentals have a combined occupancy rate of 98.5%, a high rate for rental housing. The following table summarizes the breakdown of conventional housing units surveyed within the Site PMA.

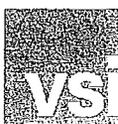
| Project Type                                 | Projects Surveyed | Total Units  | Vacant Units | Occupancy Rate | Under Construction |
|--|-------------------|--------------|--------------|----------------|--------------------|
| Market-rate                                  | 22                | 3,743        | 71           | 98.1%          | 0                  |
| Market-rate/Tax Credit                       | 4                 | 511          | 12           | 97.7%          | 0                  |
| Market-rate/Tax Credit/Government-Subsidized | 1                 | 216          | 0            | 100.0%         | 0                  |
| Tax Credit                                   | 2                 | 122          | 0            | 100.0%         | 0                  |
| Tax Credit/Government-Subsidized             | 3                 | 400          | 0            | 100.0%         | 0                  |
| Government-Subsidized                        | 5                 | 587          | 0            | 100.0%         | 0                  |
| <b>Total</b>                                 | <b>37</b>         | <b>5,579</b> | <b>83</b>    | <b>98.5%</b>   | <b>0</b>           |

Source: VSI Telephone Survey

As the preceding table illustrates, all project types identified within the Site PMA are reporting excellent occupancy rates ranging from 97.7% to 100.0%. This indicates a stable rental housing market. The following table summarizes the breakdown of market-rate and non-subsidized Tax Credit units surveyed within the Site PMA.

| Market-rate                            |       |              |              |              |              |                   |
|--|-------|--------------|--------------|--------------|--------------|-------------------|
| Bedrooms                               | Baths | Units        | Distribution | Vacant Units | Vacancy Rate | Median Gross Rent |
| Studio                                 | 1.0   | 93           | 2.2%         | 2            | 2.2%         | \$822             |
| One-Bedroom                            | 1.0   | 1,330        | 32.1%        | 24           | 1.8%         | \$821             |
| Two-Bedroom                            | 1.0   | 1,203        | 29.0%        | 31           | 2.6%         | \$998             |
| Two-Bedroom                            | 1.5   | 359          | 8.7%         | 12           | 3.3%         | \$869             |
| Two-Bedroom                            | 2.0   | 771          | 18.6%        | 6            | 0.8%         | \$1,152           |
| Three-Bedroom                          | 1.0   | 26           | 0.6%         | 0            | 0.0%         | \$895             |
| Three-Bedroom                          | 1.5   | 208          | 5.0%         | 3            | 1.4%         | \$1,146           |
| Three-Bedroom                          | 2.0   | 157          | 3.8%         | 5            | 3.2%         | \$1,406           |
| Four-Bedroom                           | 2.0   | 2            | 0.0%         | 0            | 0.0%         | \$1,238           |
| <b>Total Market-rate</b>               |       | <b>4,149</b> | <b>100%</b>  | <b>83</b>    | <b>2.0%</b>  |                   |
| <b>Overall Median Market-rate Rent</b> |       |              |              |              |              | <b>\$977</b>      |
| Non-Subsidized Tax Credit              |       |              |              |              |              |                   |
| Bedrooms                               | Baths | Units        | Distribution | Vacant Units | Vacancy Rate | Median Gross Rent |
| Studio                                 | 1.0   | 10           | 3.4%         | 0            | 0.0%         | \$679             |
| One-Bedroom                            | 1.0   | 126          | 43.0%        | 0            | 0.0%         | \$707             |
| Two-Bedroom                            | 1.0   | 70           | 23.9%        | 0            | 0.0%         | \$861             |
| Two-Bedroom                            | 2.0   | 75           | 25.6%        | 0            | 0.0%         | \$1,030           |
| Three-Bedroom                          | 2.0   | 12           | 4.1%         | 0            | 0.0%         | \$1,114           |
| <b>Total Tax Credit</b>                |       | <b>293</b>   | <b>100%</b>  | <b>0</b>     | <b>0.0%</b>  |                   |
| <b>Overall Median Tax Credit Rent</b>  |       |              |              |              |              | <b>\$842</b>      |

Source: VSI Telephone Survey



Of these 4,442 non-subsidized units that were surveyed, 98.1% are occupied. This is an indication of a market with a stable level of rental demand with a modest vacancy rate. More specifically, the market-rate units are 98.0% occupied and the Tax Credit units are 100.0% occupied. The overall median Tax Credit gross rent of \$842 is 86.2% of the overall median market-rate gross rent of \$977.

Note that this survey was conducted by telephone and we could only reach the properties that offer conventional management. It is likely a large number of properties in the area with lower occupancy rates exist that we were not able to survey. Furthermore, the intent of this survey was to primarily survey the apartments most comparable to the proposed subject project.

The following is a distribution of non-subsidized units surveyed by year opened for the Site PMA:

| Year Opened  | Projects  | Units        | Vacancy Rate |
|--------------|-----------|--------------|--------------|
| Before 1970  | 7         | 917          | 1.9%         |
| 1970 to 1979 | 8         | 1,671        | 2.0%         |
| 1980 to 1989 | 4         | 392          | 1.0%         |
| 1990 to 1999 | 6         | 1,115        | 2.3%         |
| 2000 to 2009 | 2         | 204          | 1.5%         |
| 2010 to 2014 | 0         | 143          | 0.0%         |
| 2015         | 0         | 0            | -            |
| 2016         | 0         | 0            | -            |
| 2017         | 0         | 0            | -            |
| 2018         | 0         | 0            | -            |
| 2019         | 0         | 0            | -            |
| 2020*        | 0         | 0            | -            |
| <b>Total</b> | <b>29</b> | <b>4,442</b> | <b>1.9%</b>  |

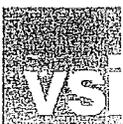
Source: VSI Telephone Survey

\*As of January

Based on our telephone survey, only 347 conventional apartment units have been developed over the past 20 years. The greatest number of surveyed apartments units were built in the 1970s and 1990s. The proposed project will involve a partial (50-unit) adaptive reuse of a vacant school building and a partial new construction (50-unit) portion of development. It is likely that the proposed project will be perceived as one of the most modern apartment projects in the preliminary Pontiac Site PMA.

### Tax Credit Comparables

We identified and surveyed 10 Low-Income Housing Tax Credit (LIHTC) projects within the Pontiac PMA during our telephone survey in January 2020. Note that several other LIHTC properties are within the Site PMA, but these properties could not be reached. Three of the surveyed projects target families and will not be perceived as directly comparable to the proposed senior site. The other seven LIHTC properties are age-restricted; however, three of these senior projects have subsidized Tax Credit units. While the site will offer a few subsidized/Tax Credit units, the majority of the proposed site will operate as non-subsidized Tax Credit. Thus, we have only considered the four surveyed senior-restricted Tax Credit projects that offer non-subsidized LIHTC units in the following comparable analysis.



In addition to the four senior-restricted Tax Credit comparables in the Site PMA, we have also surveyed and included one senior LIHTC project from just northeast of the Site PMA, in Auburn Hills.

These existing senior-restricted LIHTC projects are considered comparable with the proposed subject development in that they target households with similar incomes and ages to those that will be targeted at the subject site. These comparable properties and the proposed subject development are summarized as follows:

| Comparable Senior Tax Credit Projects |                         |                           |       |                |                  |              |
|---------------------------------------|-------------------------|---------------------------|-------|----------------|------------------|--------------|
| Map ID                                | Project Name            | Year Opened/<br>Renovated | Units | Occupancy Rate | Distance to Site | Waiting List |
| Site                                  | Glenwood Senior Apts.   | 2021                      | 100   | 100.0%         | -                | -            |
| 18                                    | Villas at Oakland Woods | 2006                      | 34*   | 100.0%         | 3.7 miles        | 6-12 months  |
| 24                                    | Elmhaven Manor          | 2004                      | 43*   | 100.0%         | 3.4 miles        | None         |
| 31                                    | American House-Oakland  | 1990                      | 33*   | 100.0%         | 2.9 miles        | None         |
| 33                                    | Colonial Meadows Apts.  | 1993 / 2008               | 82    | 100.0%         | 2.9 miles        | 7 households |
| 901                                   | Meadows of Auburn Hills | 1997                      | 120   | 100.0%         | 4.8 miles        | 6 months     |

Source: VSI Telephone Survey

900 Series map code is located outside the PMA

\*Market-rate units not included

The comparable low-income housing projects surveyed have a combined occupancy rate of 100.0% and three of the five comparables have waiting lists of seven households or six to 12 months in length. Overall, there is pent-up market demand in the preliminary Pontiac Site PMA for additional affordable senior housing. Note that the Pontiac Site PMA has not experienced any senior-restricted Tax Credit new construction since 2006. The proposed project will introduce a modern senior LIHTC product that is currently not available.

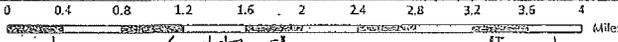
The following map illustrates the subject site location relative to the locations of the comparable senior Tax Credit properties. Following the comparable properties locations map are profiles of the selected comparable Tax Credit projects.

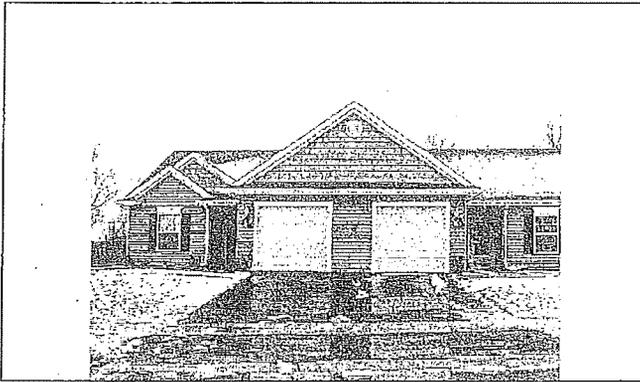


# Pontiac, MI Comparable LIHTC Property Locations

**Legend**

- Project Site
- PMA
- Apartment Type**
- Market-rate/Tax Credit
- Tax Credit





|           |          |     |
|-----------|----------|-----|
| Electric  | Tenant   |     |
| Heating   | Tenant   | Gas |
| Hot Water | Tenant   | Gas |
| Cooking   | Tenant   | Gas |
| Water     | Landlord |     |
| Sewer     | Landlord |     |
| Trash     | Landlord |     |

**Key Facts**

Type Market-Rate & Tax Credit

Total Units 66

Occupancy 100.0%

Waiting List 6-12 months

Year Open 2006

Distance to Site 3.7 miles

Age Restriction Senior (55+)

**Unit Amenities:**

Refrigerator, Range, Dishwasher, Disposal, Central AC, Carpet, Washer/Dryer Hookups, Patio/Deck/Balcony, Blinds, E-Call Button

**Concessions:**

No Rent Specials

**Project Amenities:**

On-site Management, Activity Room, Fitness Center, Computer/Business Center, Social Services, Wi-Fi

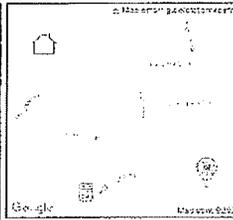
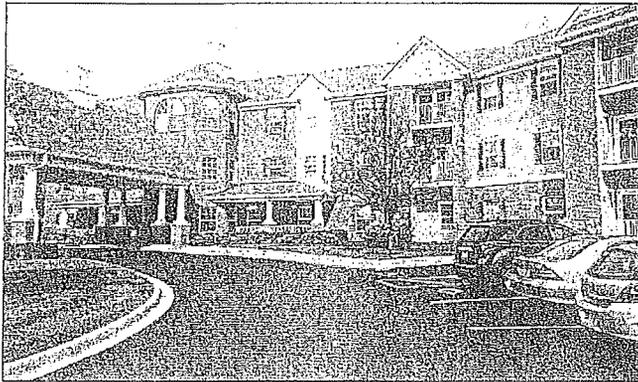
**Remarks:**

Market-rate (32 units); 60% AMI (34 units)

**Villas at Oakland Woods**

| BRs | Baths | Type | Units | Vacant | Square Feet | Collected Rent |                | Gross Rent | AMI |
|-----|-------|------|-------|--------|-------------|----------------|----------------|------------|-----|
|     |       |      |       |        |             | Unit           | \$/Square Foot |            |     |
| 2   | 2     | G    | 32    | 0      | 1,050       | \$1,280        | \$1.22         | \$1,360    |     |
| 2   | 2     | G    | 34    | 0      | 1,050       | \$950          | \$0.90         | \$1,030    | 60% |





|           |          |
|-----------|----------|
| Electric  | Tenant   |
| Heating   | Tenant   |
| Hot Water | Tenant   |
| Cooking   | Tenant   |
| Water     | Landlord |
| Sewer     | Landlord |
| Trash     | Landlord |

**Key Facts**

Type Market-Rate & Tax Credit  
 Total Units 138  
 Occupancy 97.8%  
 Waiting List None  
 Year Open 2004  
 Distance to Site 3.4 miles  
 Age Restriction Senior (55+)

**Unit Amenities:**

Refrigerator, Range, Dishwasher, Disposal, Central AC, Carpet, Washer & Dryer, Washer/Dryer Hookups, Patio/Deck/Balcony, Intercom, Blinds, E-Call Button

**Concessions:**

No Rent Specials

**Project Amenities:**

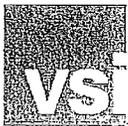
On-site Management, Laundry Facility, Activity Room, Fitness Center, Storage, Elevator, Social Services, Transportation, Movie Theater, Beauty Salon

**Remarks:**

Market-rate (95 units); 60% AMI (43 units); Accepts HCV (2 units); 2-br units have dishwasher; Cottages have washer/dryer; Dinner: \$8.75; Packages available

**Elmhaven Manor**

| BRs | Baths | Type | Units | Vacant | Square Feet | Collected Rent |                 | Gross Rent | AMI |
|-----|-------|------|-------|--------|-------------|----------------|-----------------|------------|-----|
|     |       |      |       |        |             | Unit           | \$/ Square Foot |            |     |
| 1   | 1     | G    | 85    | 2      | 600         | \$1,529        | \$2.55          | \$1,598    |     |
| 1   | 1     | G    | 28    | 0      | 600         | \$827          | \$1.38          | \$896      | 60% |
| 2   | 1     | G    | 7     | 1      | 840         | \$1,829        | \$2.18          | \$1,916    |     |
| 2   | 2     | G    | 3     | 0      | 1,020       | \$1,899        | \$1.86          | \$1,986    |     |
| 2   | 2     | G    | 3     | 0      | 1,020       | \$951          | \$0.93          | \$1,038    | 60% |
| 2   | 1     | G    | 12    | 0      | 840         | \$997          | \$1.19          | \$1,084    | 60% |





|           |          |          |
|-----------|----------|----------|
| Electric  | Tenant   |          |
| Heating   | Tenant   | Gas      |
| Hot Water | Tenant   | Gas      |
| Cooking   | Tenant   | Electric |
| Water     | Landlord |          |
| Sewer     | Landlord |          |
| Trash     | Landlord |          |

**Key Facts**

Type Market-Rate & Tax Credit

Total Units 163

Occupancy 94.5%

Waiting List None

Year Open 1990

Distance to Site 2.9 miles

Age Restriction Senior (55+)

**Unit Amenities:**

Refrigerator, Range, Dishwasher, Disposal, Central AC, Carpet, Patio/Deck/Balcony, Intercom, Blinds, E-Call Button

**Concessions:**

No Rent Specials

**Project Amenities:**

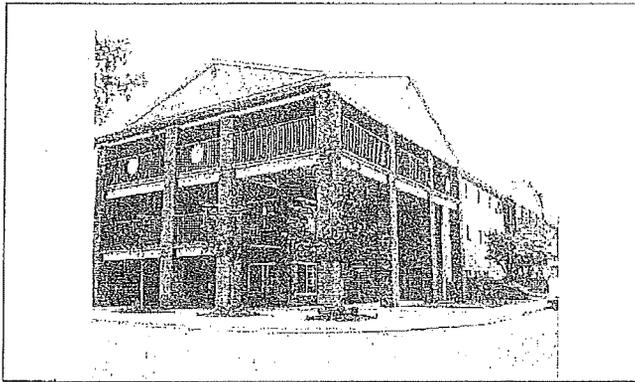
On-site Management, Laundry Facility, Lounge, Fitness Center, Elevator, Social Services, Movie Theater

**Remarks:**

Market-rate (130 units); 50% AMI (33 units); MRR & high rents include housekeeping & 3 meals per day; Low rents include 2 meals & housekeeping

**American House-Oakland**

| BRs | Baths | Type | Units | Vacant | Square Feet | collected Rent |                 | Gross Rent | AMI |
|-----|-------|------|-------|--------|-------------|----------------|-----------------|------------|-----|
|     |       |      |       |        |             | Unit           | \$/SquareFoot   |            |     |
| 0   | 1     | G    | 2     | 0      | 337         | \$1,955        | \$5.80          | \$2,015    |     |
| 0   | 1     | G    | 10    | 0      | 450         | \$619          | \$1.38          | \$679      | 50% |
| 1   | 1     | G    | 97    | 8      | 590         | \$2,425        | \$4.11          | \$2,494    |     |
| 1   | 1     | G    | 15    | 0      | 590         | \$658          | \$1.12          | \$727      | 50% |
| 2   | 1     | G    | 11    | 0      | 877 - 906   | \$2,550        | \$2.81 - \$2.91 | \$2,637    |     |
| 2   | 2     | G    | 20    | 1      | 1,050       | \$2,700        | \$2.57          | \$2,787    |     |
| 2   | 1     | G    | 8     | 0      | 877 - 906   | \$774          | \$0.85 - \$0.88 | \$861      | 50% |



|           |                 |
|-----------|-----------------|
| Electric  | Tenant          |
| Heating   | Landlord Gas    |
| Hot Water | Landlord Gas    |
| Cooking   | Tenant Electric |
| Water     | Landlord        |
| Sewer     | Landlord        |
| Trash     | Landlord        |

**Key Facts**

Type Tax Credit  
 Total Units 82  
 Occupancy 100.0%  
 Waiting List 7 households  
 Year Open 1993  
 Renovated 2008  
 Distance to Site 2.9 miles  
 Age Restriction Senior (55+)

**Unit Amenities:**

Refrigerator, Range, Disposal, Window AC, Carpet, Blinds, E-Call Button

**Concessions:**

No Rent Specials

**Project Amenities:**

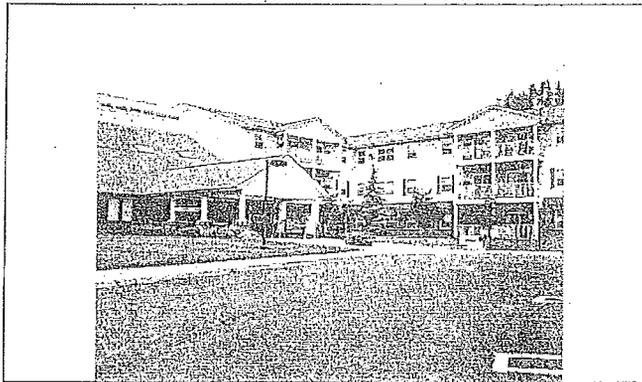
On-site Management, Laundry Facility, Activity Room, Kitchen, Fitness Center, Elevator

**Remarks:**

50% & 60% AMI; Accepts HCV (5 units); Home health care & light nursing care are available for an additional fee

**Colonial Meadows Apts.**

| BRs | Baths | Type | Units | Vacant | Square Feet | Collected Rent |                  | Gross Rent | AMI |
|-----|-------|------|-------|--------|-------------|----------------|------------------|------------|-----|
|     |       |      |       |        |             | Unit           | \$ / Square Foot |            |     |
| 1   | 1     | G    | 9     | 0      | 564         | \$647          | \$1.15           | \$680      | 50% |
| 1   | 1     | G    | 42    | 0      | 564         | \$674          | \$1.20           | \$707      | 60% |
| 2   | 1     | G    | 7     | 0      | 816         | \$773          | \$0.95           | \$819      | 50% |
| 2   | 1     | G    | 24    | 0      | 816         | \$805          | \$0.99           | \$851      | 60% |



|           |                 |
|-----------|-----------------|
| Electric  | Tenant          |
| Heating   | Landlord Gas    |
| Hot Water | Landlord Gas    |
| Cooking   | Tenant Electric |
| Water     | Landlord        |
| Sewer     | Landlord        |
| Trash     | Landlord        |

**Key Facts**

Type Tax Credit  
 Total Units 120  
 Occupancy 100.0%  
 Waiting List 6 months  
 Year Open 1997  
 Distance to Site 4.8 miles  
 Age Restriction Senior (55+)

**Unit Amenities:**

Refrigerator, Range, Disposal, Window AC, Carpet, Patio/Deck/Balcony, Intercom, Blinds, E-Call Button

**Concessions:**

No Rent Specials

**Project Amenities:**

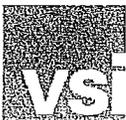
On-site Management, Laundry Facility, Activity Room, Fitness Center, Elevator, Social Services, Beauty Salon

**Remarks:**

60% AMI; Accepts HCV (9 units); Catered dinners available twice per week: \$8

**Meadows of Auburn Hills**

| BRs | Baths | Type | Units | Vacant | Square Feet | Collected Rent |                | Gross Rent | AMI |
|-----|-------|------|-------|--------|-------------|----------------|----------------|------------|-----|
|     |       |      |       |        |             | Unit           | \$/Square Foot |            |     |
| 1   | 1     | G    | 80    | 0      | 550         | \$836          | \$1.52         | \$869      | 60% |
| 2   | 1     | G    | 40    | 0      | 803         | \$999          | \$1.24         | \$1,045    | 60% |



Gross rents (collected rents plus the cost of all utilities) for the comparable projects and the proposed rents at the subject site as well as their target market are listed in the following table:

| Map ID | Project Name            | Gross Rent/Per Square Foot<br>(Number of Units/Vacancies) |   |  | Target Market   |
|--------|-------------------------|---|---|--|---|
|        |                         | Studio  | One-Br.   | Two-Br.  |   |
| Site   | Glenwood Senior Apts.   | \$668/\$1.48/SUB/30% (3/0)<br>\$743/\$1.65/60% (13/0)     | \$429/\$0.69/SUB/30% (7/0)<br>\$429/\$0.69/30% (1/0)<br>\$570/\$0.92/40% (11/0)<br>\$715/\$1.16/50% (4/0)<br>\$716/\$1.16/SUB/50% (5/0)<br>\$855/\$1.38/60% (29/0)<br>\$755/\$1.22/80% (17/0) | \$514/\$0.62/30% (1/0)<br>\$515/\$0.62/SUB/30% (1/0)<br>\$684/\$0.83/40% (2/0)<br>\$858/\$1.04/50% (2/0)<br>\$884/\$1.07/80% (4/0) | Families; 30%,<br>40%, 50%, 60%<br>& 80% AMI &<br>PBV |
| 18     | Villas at Oakland Woods | -   | -   | \$1,030/\$0.98/60% (34/0)  | Seniors 55+;<br>60% AMI                               |
| 24     | Elmhaven Manor          | -   | \$896/\$1.49/60% (28/0)   | \$1,038/\$1.02/60% (3/0)<br>\$1,084/\$1.29/60% (12/0)  | Seniors 55+;<br>60% AMI                               |
| 31     | American House-Oakland  | \$679/\$1.51/50% (10/0)                                   | \$727/\$1.23/50% (15/0)   | \$861/\$0.95-\$0.98/50% (8/0)  | Seniors 55+;<br>50% AMI                               |
| 33     | Colonial Meadows Apts.  | -   | \$680/\$1.21/50% (9/0)<br>\$707/\$1.25/60% (42/0)   | \$819/\$1.00/50% (7/0)<br>\$851/\$1.04/60% (24/0)  | Seniors 55+;<br>50% & 60% AMI                         |
| 901    | Meadows of Auburn Hills | -   | \$869/\$1.58/60% (80/0)   | \$1,045/\$1.30/60% (40/0)  | Seniors 55+;<br>60% AMI                               |

Source: VSI Telephone Survey

SUB – Subsidized (residents pay 30% of their incomes, as this is a government-subsidized property that also operates under the Tax Credit program)

900 Series map code is located outside the PMA

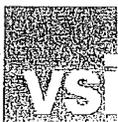
The gross rents at the proposed site will be comparable to those currently being achieved at the existing senior LIHTC projects. In fact, even the proposed gross rents at 80% AMI will be comparable to the 60% AMI gross rents currently being achieved. Considering the site will be the only senior LIHTC projects in the market to offer units at 80% AMI, the site will likely have a competitive market advantage, especially with rents that are similar to the existing 60% AMI rents. Additionally, it is likely that the proposed 80% AMI rents can be increased somewhat and still remain marketable.

The unit sizes (square footage) and number of bathrooms included in each of the comparable projects are compared with the proposed development in the following table.

| Map ID | Project Name            | Square Footage |         |             | Number of Baths |         |           |
|--------|-------------------------|----------------|---------|-------------|-----------------|---------|-----------|
|        |                         | Studio         | One-Br. | Two-Br.     | Studio          | One-Br. | Two-Br.   |
| Site   | Glenwood Senior Apts.   | 450            | 619     | 825         | 1.0             | 1.0     | 1.0       |
| 18     | Villas at Oakland Woods | -              | -       | 1,050       | -               | -       | 2.0       |
| 24     | Elmhaven Manor          | -              | 600     | 840 - 1,020 | -               | 1.0     | 1.0 - 2.0 |
| 31     | American House-Oakland  | 337 - 450      | 590     | 877 - 1,050 | 1.0             | 1.0     | 1.0 - 2.0 |
| 33     | Colonial Meadows Apts.  | -              | 564     | 816         | -               | 1.0     | 1.0       |
| 901    | Meadows of Auburn Hills | -              | 550     | 803         | -               | 1.0     | 1.0       |

Source: VSI Telephone Survey

900 Series map codes located outside the PMA

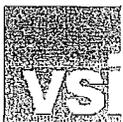


The proposed unit sizes of 450 square feet for a studio unit, 619 for a one-bedroom unit and 825 for a two-bedroom unit will be considered appropriate for the target market. The studio and one-bedroom units will be among the largest of the comparable senior studio and one-bedroom units. The two-bedroom units will be smaller than many of the comparable senior two-bedroom units; however, we do not believe this is significant as seniors are typically less concerned with unit size and more concerned with location, unit layouts, amenities and features. Overall, the proposed unit sizes and number of bathrooms offered will enable the proposed project to compete well in the market.

The following table compares the appliances and the unit and project amenities of the existing Tax Credit properties in the market.



| Map ID                   | 18                      | 24                                | 31                     | 33                       | 301                     |
|--------------------------|-------------------------|-----------------------------------|------------------------|--------------------------|-------------------------|
| Project Name             | Villas at Oakland Woods | Elmhaven Manor                    | American House-Oakland | Colonial Meadows Apts.   | Meadows of Auburn Hills |
| <b>Appliances</b>        |                         |                                   |                        |                          |                         |
| Refrigerator             | X                       | X                                 | X                      | X                        | X                       |
| Icemaker                 |                         |                                   |                        |                          |                         |
| Dishwasher               | X                       | S                                 | X                      |                          |                         |
| Disposal                 | X                       | X                                 | X                      | X                        | X                       |
| Range                    | X                       | X                                 | X                      | X                        | X                       |
| Appliance Type           | White                   | White                             | White                  | White                    | White                   |
| <b>Unit Amenities</b>    |                         |                                   |                        |                          |                         |
| AC - Central             | X                       | X                                 | X                      |                          |                         |
| AC - Thru Wall           |                         |                                   |                        | X                        | X                       |
| Floor Coverings          | Carpet                  | Carpet                            | Carpet                 | Carpet                   | Carpet                  |
| Window Treatments        | Blinds                  | Blinds                            | Blinds                 | Blinds                   | Blinds                  |
| Washer/Dryer             |                         | S                                 |                        |                          |                         |
| Washer/Dryer Hookups     | X                       | S                                 |                        |                          |                         |
| Patio/Deck/Balcony       | X                       | X                                 | X                      |                          | X                       |
| Security (Unit)          |                         | Call Button Intercom              | Call Button Intercom   |                          | Call Button Intercom    |
| <b>Parking Options</b>   |                         |                                   |                        |                          |                         |
| Attached Garage          | X                       | S                                 |                        |                          |                         |
| Surface Parking          | X                       | X                                 | X                      | X                        | X                       |
| Carport                  |                         | O                                 | O                      | O                        | O                       |
| <b>Project Amenities</b> |                         |                                   |                        |                          |                         |
| On-site Management       | X                       | X                                 | X                      | X                        | X                       |
| Laundry                  |                         | X                                 | X                      | X                        | X                       |
| Community Space          | Activity Room           | Activity Room                     | Lounge                 | Activity Room<br>Kitchen | Activity Room           |
| Fitness Center           | X                       | X                                 | X                      | X                        | X                       |
| Computer/Business Center | X                       |                                   |                        |                          |                         |
| Storage                  |                         | O                                 |                        |                          |                         |
| Elevator                 |                         | X                                 | X                      | X                        | X                       |
| Services                 | Social Services         | Social Services<br>Transportation | Social Services        |                          | Social Services         |
| Community Features       | Wi-Fi                   |                                   |                        |                          |                         |
| Movie Theater            |                         | X                                 | X                      |                          |                         |
| Beauty Salon             |                         | X                                 |                        |                          | X                       |



Market-rate Comparables

We identified seven market-rate properties within the preliminary Site PMA that we consider potentially comparable to the proposed development in terms of unit types and sizes offered. It is important to note that for the purpose of this analysis, we only select market-rate properties. Market-rate properties are used to determine rents that can be achieved in the open market for the subject units without maximum income and rent restrictions.

The subject development and the seven selected properties include the following:

| Map ID | Project Name          | Year Opened/<br>Renovated | Total Units | Occupancy Rate | Unit Mix (Occupancy Rate) |                |                |                |
|--------|-----------------------|---------------------------|-------------|----------------|---------------------------|----------------|----------------|----------------|
|        |                       |                           |             |                | Studio                    | One-Br.        | Two-Br.        | Three-Br.      |
| Site   | Glenwood Senior Apts. | 2021                      | 100         | -              | 16                        | 74             | 10             | -              |
| 4      | Lafayette Place Lofts | 2012                      | 46          | 100.0%         | -                         | 36<br>(100.0%) | 10<br>(100.0%) | -              |
| 5      | Auburn Square         | 2014                      | 97          | 100.0%         | 41<br>(100.0%)            | 39<br>(100.0%) | 17<br>(100.0%) | -              |
| 11     | 30 North Lofts        | 1964 / 2001               | 24          | 100.0%         | 8<br>(100.0%)             | 14<br>(100.0%) | 2<br>(100.0%)  | -              |
| 14     | Cherokee Hills        | 1974                      | 147         | 95.9%          | -                         | 86<br>(95.3%)  | 61<br>(96.7%)  | -              |
| 21     | Wind Song Apts.       | 1975 / 2016               | 176         | 99.4%          | -                         | 44<br>(100.0%) | 86<br>(98.8%)  | 46<br>(100.0%) |
| 26     | Auburn Heights        | 1978 / 2016               | 256         | 97.7%          | -                         | 152<br>(97.4%) | 104<br>(98.1%) | -              |
| 29     | Bloomfield Square     | 1972 / 2015               | 256         | 98.8%          | -                         | 96<br>(100.0%) | 160<br>(98.1%) | -              |

Source: VSI Telephone Survey

Shaded properties offer elevator-served building designs

The seven selected market-rate projects have a combined total of 1,002 units with an overall occupancy rate of 98.4%. Only Cherokee Hills has an occupancy rate below 97.7%. Note that although none of the comparable projects are restricted to seniors, they all offer one- and two-bedroom garden-style units that are conceptually comparable to the proposed project. In addition, two of the comparables (Lafayette Place Lofts and 30 North Lofts) offer elevator-served building designs, similar to the proposed site.

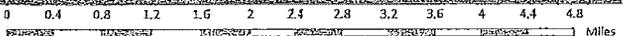
The following map illustrates the subject site location relative to the locations of the comparable market-rate properties. Following the comparable properties locations map are profiles of the selected comparable market-rate projects.

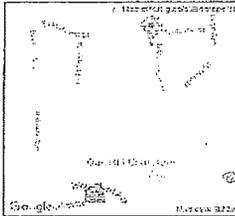
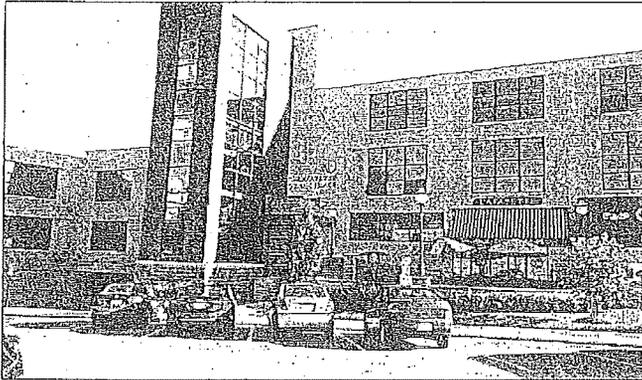


# Pontiac, MI Comparable Market-rate Property Locations

**Legend**

-  Project Site
-  PMA
- Apartment Type
-  Market-rate





**Key Facts**

Type Market-Rate  
 Total Units 46  
 Occupancy 100.0%  
 Waiting List None  
 Year Open 2012  
 Distance to Site 1.3 miles  
 Age Restriction None

|           |                 |
|-----------|-----------------|
| Electric  | Tenant          |
| Heating   | Tenant Gas      |
| Hot Water | Tenant Electric |
| Cooking   | Tenant Electric |
| Water     | Landlord        |
| Sewer     | Landlord        |
| Trash     | Landlord        |

**Unit Amenities:**

Refrigerator, Icemaker, Range, Dishwasher, Disposal, Microwave, Central AC, Washer & Dryer, Washer/Dryer Hookups, Patio/Deck/Balcony, Vaulted Ceilings

**Concessions:**

No Rent Specials

**Project Amenities:**

On-site Management, Lounge, Elevator, Surveillance Cameras, Controlled Access, Dog Park/Pet Care Areas, Retail/Restaurant

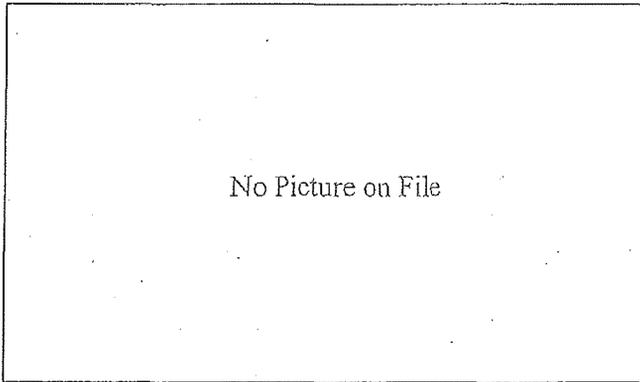
**Remarks:**

Does not accept HCV

**Lafayette Place Lofts**

| BRs | Baths | Type | Units | Vacant | Square Feet | Collected Rent    |                 | Gross Rent        |
|-----|-------|------|-------|--------|-------------|-------------------|-----------------|-------------------|
|     |       |      |       |        |             | Unit              | \$/Square Foot  |                   |
| 1   | 1     | G    | 36    | 0      | 565 - 850   | \$940 - \$960     | \$1.13 - \$1.66 | \$1,023 - \$1,043 |
| 2   | 1     | G    | 10    | 0      | 900 - 1,300 | \$1,100 - \$1,450 | \$1.12 - \$1.22 | \$1,207 - \$1,557 |





|           |          |          |
|-----------|----------|----------|
| Electric  | Tenant   |          |
| Heating   | Tenant   | Electric |
| Hot Water | Tenant   | Electric |
| Cooking   | Tenant   | Electric |
| Water     | Landlord |          |
| Sewer     | Landlord |          |
| Trash     | Landlord |          |

**Key Facts**

Type Market-Rate  
 Total Units 97  
 Occupancy 100.0%  
 Waiting List 3-9 months  
 Year Open 2014  
 Distance to Site 4.7 miles  
 Age Restriction None

**Unit Amenities:**

Refrigerator, Range, Microwave, Central AC, Carpet, Washer & Dryer, Washer/Dryer Hookups, Patio/Deck/Balcony, Blinds

**Concessions:**

No Rent Specials

**Project Amenities:**

On-site Management, Fitness Center, Controlled Access

**Remarks:**

Does not accept HCV

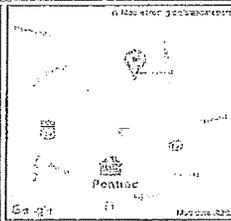
**Auburn Square**

| BRs | Baths | Type | Units | Vacant | Square Feet   | Collected Rent    |                 | Gross Rent        |
|-----|-------|------|-------|--------|---------------|-------------------|-----------------|-------------------|
|     |       |      |       |        |               | Unit              | \$/Square Foot  |                   |
| 0   | 1     | G    | 41    | 0      | 456           | \$743 - \$758     | \$1.63 - \$1.66 | \$822 - \$837     |
| 1   | 1     | G    | 39    | 0      | 643 - 966     | \$952 - \$1,220   | \$1.26 - \$1.48 | \$1,043 - \$1,311 |
| 2   | 2     | G    | 17    | 0      | 1,036 - 1,318 | \$1,318 - \$1,535 | \$1.16 - \$1.27 | \$1,441 - \$1,658 |

**Me 11** 30 North Lofts

30 N. Saginaw St., Pontiac, MI 48342

(248) 766-0348



|           |                   |
|-----------|-------------------|
| Electric  | Landlord          |
| Heating   | Landlord Gas      |
| Hot Water | Landlord Gas      |
| Cooking   | Landlord Electric |
| Water     | Landlord          |
| Sewer     | Landlord          |
| Trash     | Landlord          |

**Key Facts**

Type Market-Rate  
 Total Units 24  
 Occupancy 100.0%  
 Waiting List 10 households  
 Year Open 1964  
 Renovated 2001  
 Distance to Site 1.4 miles  
 Age Restriction None

**Unit Amenities:**

Refrigerator, Range, Dishwasher, Disposal, Microwave, Central AC, Ceiling Fan, Intercom, Blinds, Jacuzzi Tub

**Concessions:**

No Rent Specials

**Project Amenities:**

Laundry Facility, Elevator, Controlled Access

**Remarks:**

Does not accept HCV; Formerly Central National Bank; Mixed-use, office space & banquet facility

**30 North Lofts**

| BRs | Baths | Type | Units | Vacant | Square Feet | Collected Rent    |                 | Gross Rent      |
|-----|-------|------|-------|--------|-------------|-------------------|-----------------|-----------------|
|     |       |      |       |        |             | Unit              | \$/Square Foot  |                 |
| 0   | 1     | G    | 8     | 0      | 495         | \$875             | \$1.77          | \$830           |
| 1   | 1     | G    | 14    | 0      | 600-650     | \$1,010 - \$1,140 | \$1.68 - \$1.75 | \$947 - \$1,077 |
| 2   | 2     | G    | 2     | 0      | 1,664       | \$1,760           | \$1.06          | \$1,681         |



|           |                 |
|-----------|-----------------|
|           |                 |
| Electric  | Tenant          |
| Heating   | Landlord Gas    |
| Hot Water | Landlord Gas    |
| Cooking   | Tenant Electric |
| Water     | Landlord        |
| Sewer     | Landlord        |
| Trash     | Landlord        |

**Key Facts**

Type Market-Rate  
 Total Units 147  
 Occupancy 95.9%  
 Waiting List None  
 Year Open 1974  
 Distance to Site 4.4 miles  
 Age Restriction None

**Unit Amenities:**

Refrigerator, Range, Dishwasher, Disposal, Window AC, Carpet, Patio/Deck/Balcony, Ceiling Fan, Blinds

**Concessions:**

No Rent Specials

**Project Amenities:**

Swimming Pool, On-site Management, Laundry Facility, Controlled Access

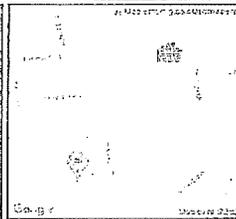
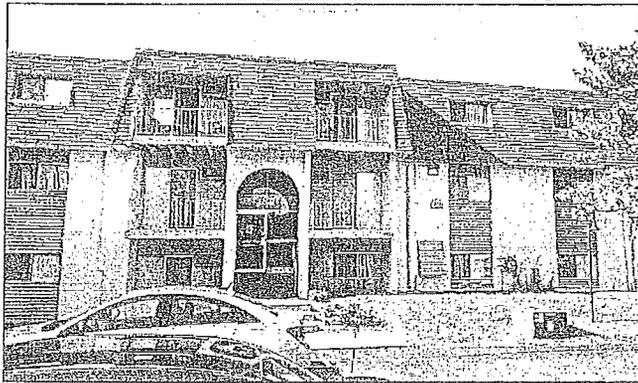
**Remarks:**

Does not accept HCV; 2-br units have carport & patio

**Cherokee Hills**

| BRs | Baths | Type | Units | Vacant | Square Feet | Collected Rent |                | Gross Rent |
|-----|-------|------|-------|--------|-------------|----------------|----------------|------------|
|     |       |      |       |        |             | Unit           | \$/Square Foot |            |
| 1   | 1     | G    | 58    | 3      | 800         | \$719          | \$0.90         | \$752      |
| 1   | 1     | G    | 28    | 1      | 900         | \$825          | \$0.92         | \$858      |
| 2   | 1     | G    | 32    | 2      | 1,000       | \$819          | \$0.82         | \$865      |
| 2   | 1     | G    | 14    | 0      | 1,100       | \$869          | \$0.79         | \$915      |
| 2   | 1     | G    | 15    | 0      | 1,250       | \$900          | \$0.72         | \$946      |





|           |                 |
|-----------|-----------------|
| Electric  | Tenant          |
| Heating   | Landlord Gas    |
| Hot Water | Landlord Gas    |
| Cooking   | Tenant Electric |
| Water     | Tenant          |
| Sewer     | Tenant          |
| Trash     | Tenant          |

**Key Facts**

Type Market-Rate  
 Total Units 176  
 Occupancy 99.4%  
 Waiting List None  
 Year Open 1975  
 Renovated 2016  
 Distance to Site 2.8 miles  
 Age Restriction None

**Unit Amenities:**

Refrigerator, Range, Dishwasher, Disposal, Microwave, Window AC, Carpet, Patio/Deck/Balcony, Blinds

**Concessions:**

No Rent Specials

**Project Amenities:**

Swimming Pool, On-site Management, Laundry Facility, Clubhouse, Lounge, Fitness Center, Playground, Tennis Court(s), Computer/Business Center, Wi-Fi

**Remarks:**

Accepts HCV (40 units); 2-br units have walk-in closets

**Wind Song Apts.**

| BRs | Baths | Type | Units | Vacant | Square Feet | Collected Rent |                  | Gross Rent |
|-----|-------|------|-------|--------|-------------|----------------|------------------|------------|
|     |       |      |       |        |             | Unit           | \$ / Square Foot |            |
| 1   | 1     | G    | 44    | 0      | 765         | \$825          | \$1.08           | \$921      |
| 2   | 1     | G    | 46    | 0      | 875         | \$895          | \$1.02           | \$1,036    |
| 2   | 2     | G    | 40    | 1      | 990 - 1,025 | \$980          | \$0.96 - \$0.99  | \$1,121    |
| 3   | 2     | G    | 46    | 0      | 1,200       | \$1,150        | \$0.96           | \$1,350    |



|           |          |     |
|-----------|----------|-----|
| Electric  | Tenant   |     |
| Heating   | Tenant   | Gas |
| Hot Water | Tenant   | Gas |
| Cooking   | Landlord | Gas |
| Water     | Landlord |     |
| Sewer     | Landlord |     |
| Trash     | Landlord |     |

**Key Facts**

Type Market-Rate  
 Total Units 256  
 Occupancy 97.7%  
 Waiting List None  
 Year Open 1978  
 Renovated 2016  
 Distance to Site 2.5 miles  
 Age Restriction None

**Unit Amenities:**

Refrigerator, Range, Dishwasher, Disposal, Microwave, Central AC, Carpet, Washer/Dryer Hookups, Patio/Deck/Balcony, Blinds

**Concessions:**

No Rent Specials

**Project Amenities:**

Swimming Pool, On-site Management, Clubhouse, Lounge, Security Gate, Surveillance Cameras

**Remarks:**

Does not accept HCV; Tenants pay portion of water & gas

**Auburn Heights**

| BRs | Baths | Type | Units | Vacant | Square Feet | Collected Rent |                | Gross Rent |
|-----|-------|------|-------|--------|-------------|----------------|----------------|------------|
|     |       |      |       |        |             | Unit           | \$/Square Foot |            |
| 1   | 1     | G    | 152   | 4      | 750         | \$895          | \$1.19         | \$957      |
| 2   | 1     | G    | 104   | 2      | 900         | \$965          | \$1.07         | \$1,042    |



|           |          |          |
|-----------|----------|----------|
| Electric  | Tenant   | Electric |
| Heating   | Tenant   | Electric |
| Hot Water | Tenant   | Electric |
| Cooking   | Tenant   | Electric |
| Water     | Landlord |          |
| Sewer     | Landlord |          |
| Trash     | Landlord |          |

**Key Facts**

Type Market-Rate  
 Total Units 256  
 Occupancy 98.8%  
 Waiting List None  
 Year Open 1972  
 Renovated 2015  
 Distance to Site 5.3 miles  
 Age Restriction None

**Unit Amenities:**

Refrigerator, Range, Dishwasher, Central AC, Carpet, Ceiling Fan, Blinds

**Concessions:**

No Rent Specials

**Project Amenities:**

Swimming Pool, On-site Management, Laundry Facility, Fitness Center, Storage, Controlled Access

**Remarks:**

Does not accept HCV; 2-br units have dishwasher

**Bloomfield Square**

| BRs | Baths | Type | Units | Vacant | Square Feet | Collected Rent |                | Gross Rent |
|-----|-------|------|-------|--------|-------------|----------------|----------------|------------|
|     |       |      |       |        |             | Unit           | \$/Square Foot |            |
| 1   | 1     | G    | 96    | 0      | 900         | \$974          | \$1.08         | \$1,065    |
| 2   | 1     | G    | 160   | 3      | 1,100       | \$1,160        | \$1.05         | \$1,283    |

The following compares the gross rents of the comparable market-rate projects with the proposed gross rents at the site.

| Map ID | Project Name          | Gross Rents (Units) |                      |                      |              |
|--------|-----------------------|---------------------|----------------------|----------------------|--------------|
|        |                       | Studio              | One-Br               | Two-Br               | Three-Br     |
|        |                       |                     | \$429/SUB/30% (7)    |                      |              |
|        |                       |                     | \$429/30% (1)        |                      |              |
|        |                       |                     | \$570/40% (11)       | \$514/30% (1)        |              |
|        |                       |                     | \$715/50% (4)        | \$515/SUB/30% (1)    |              |
|        |                       |                     | \$716/SUB/50% (5)    | \$684/40% (2)        |              |
|        |                       | \$668/SUB/30% (3)   | \$855/60% (29)       | \$858/50% (2)        |              |
| Site   | Glenwood Senior Apts. | \$743/60% (13)      | \$755/80% (17)       | \$884/80% (4)        |              |
| 4      | Lafayette Place Lofts | -                   | \$1,023-\$1,043 (36) | \$1,207-\$1,557 (10) | -            |
| 5      | Auburn Square         | \$822-\$837 (41)    | \$1,043-\$1,311 (39) | \$1,441-\$1,658 (17) | -            |
| 11     | 30 North Lofts        | \$830 (8)           | \$947-\$1,077 (14)   | \$1,681 (2)          | -            |
| 14     | Cherokee Hills        | -                   | \$752-\$858 (86)     | \$865-\$946 (61)     | -            |
| 21     | Wind Song Apts.       | -                   | \$921 (44)           | \$1,036-\$1,121 (86) | \$1,350 (46) |
| 26     | Auburn Heights        | -                   | \$957 (152)          | \$1,042 (104)        | -            |
| 29     | Bloomfield Square     | -                   | \$1,065 (96)         | \$1,283 (160)        | -            |

Source: VSI Telephone Survey  
 Shaded properties offer elevator-served building designs

Based on a review of current gross rents among the conventional market-rate alternatives in the Pontiac area, the proposed rents will represent significant values. It is likely that the project has the ability to achieve rents close to the programmatic maximum allowable levels in the 30%, 40%, 50% and 60% AMI units. While the proposed 80% AMI rents should not be set at the maximum allowable programmatic levels, they can be increased well beyond the currently proposed levels. Typically, 60% AMI Tax Credit rents need to be set 10% or more below achievable market rents to ensure that the project will have an adequate flow of tenants. However, the 80% AMI rents do not need to represent as significant of a value. It is likely that a value to market of at least 5% would be sufficient in this market, considering the high occupancy rates, increasing demographic trends and overall strength of the market.

Planned or Proposed

Based on our interviews with local building and planning representatives, and our review of the MSHDA Tax Credit properties list, there are no senior-restricted LIHTC projects currently in the pipeline or under construction. Given the increasing senior demographic trends and the 100% occupancy rate among existing senior affordable rental units, we believe the proposed project will help to meet a small portion of the pent-up market demand.

Demographic Demand Analysis

Under the Low-Income Housing Tax Credit program, household eligibility is based on household income not exceeding the targeted percentage of Area Median Income (AMI), depending upon household size. The subject project is located in the Detroit-Warren-Livonia, Michigan Metropolitan Statistical Area (MSA), which has a four-person median household income of \$76,300 for 2019.



For the purpose of forecasting demographic demand for the subject project, we assume most units at the site will target senior households age 55 and older earning up to 30%, 40%, 50%, 60% and 80% of AMI. The following table summarizes the maximum allowable income by household size for the Detroit-Warren-Livonia, Michigan MSA:

| 2019 HUD Income Limits – Detroit-Warren-Livonia, MI |          |          |          |          |          |
|---|----------|----------|----------|----------|----------|
| HUD Metro FMR Area                                  |          |          |          |          |          |
| Household Size                                      | 30%      | 40%      | 50%      | 60%      | 80%      |
| One-Person  | \$16,050 | \$21,400 | \$26,750 | \$32,100 | \$42,750 |
| Two-Person  | \$18,330 | \$24,440 | \$30,550 | \$36,660 | \$48,850 |
| Three-Person  | \$20,610 | \$27,480 | \$34,350 | \$41,220 | \$54,950 |
| Four-Person   | \$22,890 | \$30,520 | \$38,150 | \$45,780 | \$61,050 |
| Five-Person   | \$24,750 | \$33,000 | \$41,250 | \$49,500 | \$65,950 |
| 2019 Median Four-Person Household Income: \$76,300  |          |          |          |          |          |

We assume the age-restricted subject project will offer studio, one- and two-bedroom units that are expected to house up to two-person senior households. As such, the maximum allowable income considered for residency at the subject development is \$48,850 at 80% AMI.

Leasing industry standards typically require households to have rent-to-income ratios of 27% to 40%. Generally, market-rate properties require a lower rent-to-income ratio, while an acceptable rent-to-income ratio for low-income family households is typically 35% and an acceptable rent-to-income ratio for seniors is typically 40%.

Assuming management qualifies households with a rent-to-income ratio of 40%, the minimum annual household requirements to reside at the subject project is \$12,870. This assumes the lowest gross rent to be charged at the subject project is \$429, which is the one-bedroom maximum allowable Tax Credit rent targeting households earning up to 30% of AMI. However, the site will offer subsidized units that will have the ability to target households with little to no income. The following table summarizes the income-appropriate ranges required to live at the subject site.

| Program (AMI Level)                        | Income Range |          |
|--|--------------|----------|
|  | Minimum      | Maximum  |
| Subsidized/Tax Credit (Limited to 30% AMI) | \$0          | \$18,330 |
| Tax Credit (Limited to 30% AMI)            | \$12,870     | \$18,330 |
| Tax Credit (Limited to 40% AMI)            | \$17,100     | \$24,440 |
| Tax Credit (Limited to 50% AMI)            | \$20,040     | \$30,550 |
| Tax Credit (Limited to 60% AMI)            | \$22,290     | \$36,660 |
| Tax Credit (Limited to 80% AMI)            | \$22,650     | \$48,850 |
| Overall Non-Subsidized Tax Credit          | \$12,870     | \$48,850 |

The proposed project is anticipated to be developed and open in 2021. Based on the household projections found in the Demographic Characteristics and Trends section of this report, there will be an estimated 2,337 renter households within the preliminary Pontiac Site PMA with qualifying incomes under the Tax Credit program guidelines. The following table summarizes the basic capture rates among age- and income-eligible renter households at each of the targeted income segments.



| Basic Senior (Age 55+) Renter Capture Rates                     |                          |   |                                  |
|---|--------------------------|---|----------------------------------|
| Program (AMI Level)   | Number of Proposed Units | Age- and Income- Eligible Renters- 2021 | Basic Senior Renter Capture Rate |
| Subsidized/Tax Credit (Limited to 30% AMI)<br>\$0 - \$18,330    | 16                       | / 3,015                                 | = 0.5%                           |
| Tax Credit (Limited to 30% AMI)<br>\$12,870 - \$18,330          | 10                       | / 759                                   | = 1.7%                           |
| Tax Credit (Limited to 40% AMI)<br>\$17,100 - \$24,440          | 13                       | / 707                                   | = 1.8%                           |
| Tax Credit (Limited to 50% AMI)<br>\$20,040 - \$30,550          | 14                       | / 609                                   | = 1.8%                           |
| Tax Credit (Limited to 60% AMI)<br>\$22,290 - \$36,660          | 42                       | / 818                                   | = 5.1%                           |
| Tax Credit (Limited to 80% AMI)<br>\$22,650 - \$48,850          | 21                       | / 1,164                                 | = 1.8%                           |
| <b>Overall Non-Subsidized Tax Credit</b><br>\$12,870 - \$48,850 | 100                      | / 2,337                                 | = 4.3%                           |

The subsidized capture rate of 0.5% is considered very low and an indication of sufficient demographic support. The proposed 30%, 40%, 50% and 80% AMI capture rates of just 1.7% and 1.8% are also considered very low and supportable. Note that if/when the proposed 80% AMI rents are increased, as recommended in this analysis, the capture rate will likely also increase. However, we believe it will remain lower than the 60% AMI capture rate. Although the 60% AMI capture rate of 5.1% is notably higher than the other targeted income categories' capture rates, it is still considered low and achievable. Overall, sufficient demographic support exists in the preliminary Pontiac Site PMA for the successful development of the proposed project.

Pursuant to MSHDA market study requirements, we have calculated an unduplicated demand, based on their required methodology and format. This unduplicated demand is summarized as follows:



**Danaham Corridor One - Single-Family Requirement**

| Area Median Income Targeting  | PBV      | 30% AMI  | 40% AMI  | 50% AMI  | 60% AMI  | 80% AMI  | Total LIHTC |
|---|----------|----------|----------|----------|----------|----------|-------------|
| Minimum Income (based on lowest rent serving income band)   | \$0      | \$12,870 | \$17,715 | \$22,240 | \$26,420 | \$29,655 | \$12,870    |
| Maximum Income (based on information from MSHDA)  | \$12,870 | \$17,715 | \$22,240 | \$26,420 | \$29,655 | \$48,850 | \$48,850    |
| <b>A. Demand From Existing Renter Households</b>  |          |          |          |          |          |          |             |
| 1 Number of existing households for current year  | 30,828   | 30,828   | 30,828   | 30,828   | 30,828   | 30,828   | 30,828      |
| 2 Renter percentage based upon most current Census data   | 48.7%    | 48.7%    | 48.7%    | 48.7%    | 48.7%    | 48.7%    | 48.7%       |
| 3 Number of renters for current year  | 15,013   | 15,013   | 15,013   | 15,013   | 15,013   | 15,013   | 15,013      |
| 4 Income-Qualification percentage   | 8.8%     | 4.5%     | 3.1%     | 1.9%     | 1.5%     | 4.6%     | 15.6%       |
| 5 Number of income-qualified renter households  | 1321.165 | 675.5956 | 465.4103 | 285.2515 | 225.1985 | 690.6089 | 2,342       |
| 6 Movership rate, the estimated percentage of renter households that move into different rental units in a given year         | 20.0%    | 20.0%    | 20.0%    | 20.0%    | 20.0%    | 20.0%    | 20.0%       |
| 7 Estimated annual demand from existing rental households   | 264      | 135      | 93       | 57       | 45       | 138      | 468         |
| <b>B. Demand from Existing Owner Households</b>   |          |          |          |          |          |          |             |
| 8 Number of existing households for current year  | 30,828   | 30,828   | 30,828   | 30,828   | 30,828   | 30,828   | 30,828      |
| 9 Owner percentage based upon most current Census data  | 51.3%    | 51.3%    | 51.3%    | 51.3%    | 51.3%    | 51.3%    | 51.3%       |
| 10 Number of owners for current year  | 15,815   | 15,815   | 15,815   | 15,815   | 15,815   | 15,815   | 15,815      |
| 11 Income-qualification percentage  | 6.5%     | 350.0%   | 3.3%     | 3.1%     | 2.4%     | 12.4%    | 24.8%       |
| 12 Number of income-qualified owner households  | 1,028    | 55,352   | 522      | 490      | 380      | 1,961    | 3,922       |
| 13 Movership rate, the estimated percentage of owner households that move into rental units in a given year                   | 3.0%     | 3.0%     | 3.0%     | 3.0%     | 3.0%     | 3.0%     | 3.0%        |
| 14 Estimated annual demand from existing owner households   | 31       | 1661     | 16       | 15       | 11       | 59       | 118         |
| <b>C. Demand from New Households:</b>   |          |          |          |          |          |          |             |
| 15 Number of households projected to exist at market entry  | 31,112   | 31,112   | 31,112   | 31,112   | 31,112   | 31,112   | 31,112      |
| 16 Number of existing households in current year  | 30,828   | 30,828   | 30,828   | 30,828   | 30,828   | 30,828   | 30,828      |
| 17 Number of new households   | 284      | 284      | 284      | 284      | 284      | 284      | 284         |
| 18 Years between current year and market entry  | 3        | 3        | 3        | 3        | 3        | 3        | 3           |
| 19 Annual growth in households  | 95       | 95       | 95       | 95       | 95       | 95       | 95          |
| 20 Renter percentage estimate for market entry year   | 48.2%    | 48.2%    | 48.2%    | 48.2%    | 48.2%    | 48.2%    | 48.2%       |
| 21 Annual growth increment in renter households   | 46       | 46       | 46       | 46       | 46       | 46       | 46          |
| 22 Income qualification percentage  | 8.8%     | 4.5%     | 3.1%     | 1.9%     | 1.5%     | 4.6%     | 15.6%       |
| 23 Number of income-qualified new renters per year  | 4        | 2        | 1        | 1        | 1        | 2        | 7           |
| <b>D. Total Demand Estimate</b>   |          |          |          |          |          |          |             |
|   | 299      | 1,798    | 110      | 73       | 57       | 199      | 593         |
| <b>E. Demand Analysis</b>   |          |          |          |          |          |          |             |
| 24 Number of Units Proposed   | 16       | 10       | 13       | 14       | 42       | 21       | 100         |
| 25 Penetration Rate (# units proposed/# income qualified HH)  | 0.7%     | 0.0%     | 1.3%     | 1.8%     | 6.9%     | 0.8%     | 1.6%        |
| 26 Number of comparable pipeline units  | 0        | 0        | 0        | 0        | 0        | 0        | 0           |
| 27 Capture Rate (# units proposed+ # comparable pipeline units)/demand estimate   | 5.3%     | 0.6%     | 11.8%    | 19.3%    | 73.5%    | 10.6%    | 16.9%       |
| 28 Number of existing comparable units constructed since 2010   | 0        | 0        | 0        | 0        | 0        | 0        | 0           |
| 29 Saturation Rate (# units+ # comparable pipeline units+ # existing comparable units constructed since 2010)/demand estimate | 5.3%     | 0.6%     | 11.8%    | 19.3%    | 73.5%    | 10.6%    | 16.9%       |

Based on the MSHDA unduplicated demand, the 60% AMI units are the most vulnerable to future competition. At 73.5% for the capture rate and saturation rate, it would benefit the site to offer fewer 60% AMI units.

We have considered the 192 existing, non-subsidized, senior-restricted Tax Credit units in the market when evaluating the achievable senior capture rate for the subject development. Based on the same calculation process used for the subject site, the income-eligible range for the existing and proposed senior Tax Credit units is \$12,870 to \$48,850. Based on the Demographic Characteristics and Trends of household incomes for the Site PMA, an estimated 2,337 senior-restricted (age 55 and older) renter households will have eligible incomes in 2021. The 276 existing and proposed senior, non-subsidized Tax Credit units represent a penetration rate of 11.8% of the 2,337 income-eligible renter households, which is summarized in the following table.

| <b>Senior Tax Credit Penetration Rate (\$12,870 - \$48,850)</b> |                |
|---|----------------|
| Number of LIHTC Units (Proposed and Existing)                   | 276            |
| Income-Eligible Renter Households – 2021                        | / 2,337        |
| <b>Overall Senior LIHTC Penetration Rate</b>                    | <b>= 11.8%</b> |

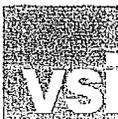
It is our opinion that the 11.8% senior, non-subsidized Tax Credit penetration rate is achievable, especially considering the existing senior LIHTC units are 100% occupied and some currently maintain waiting lists. Note that the above calculation excludes the 16 proposed subsidized units at the site. In the unlikely event these units lost their subsidy, the non-subsidized senior LIHTC penetration rate would increase to 12.5% (= 292 / 2,337). Overall, sufficient demographic support exists in the preliminary Site PMA for the proposed subject units.

### Conclusions

The subject site is located in a preliminary PMA where most of the surveyed product is performing very well. In fact, the affordable rental units surveyed are all 100.0% occupied, indicating pent-up market demand for additional affordable housing. Note that three of the five comparable senior Tax Credit projects currently have waiting lists of seven households or six to 12 months in length. Overall, there is pent-up market demand in the preliminary Pontiac Site PMA for additional affordable senior housing.

The Pontiac Site PMA has not experienced any senior-restricted Tax Credit new construction since 2006. The proposed project, which is anticipated to open in 2021, will introduce a modern senior LIHTC product that is currently not available.

An evaluation of the rents being achieved at the most comparable senior Tax Credit projects and the most comparable market-rate projects was conducted. Based on our evaluation, it appears that some of the proposed rents have the potential to be increased. The following table summarizes the potential achievable collected rents based on the proposed targeted income levels and unit mix.



| Glenwood Senior Apartments (Proposed Site) – Potential Achievable Collected Rents |                 |                |                          |                                      |                                 |
|---|-----------------|----------------|--------------------------|--------------------------------------|---------------------------------|
| Total Units   | Bedrooms/Baths  | Percent of AMI | Proposed Collected Rents | Potential Achievable Collected Rents | Maximum** LIHTC Collected Rents |
| 3   | Studio/1.0-bath | 50%*           | \$590                    | \$590                                | \$590                           |
| 13  | Studio/1.0-bath | 60%            | \$665                    | \$695 (+\$30)                        | \$724                           |
| 1   | 1-br./1.0-bath  | 30%            | \$339                    | \$339                                | \$339                           |
| 7   | 1-br./1.0-bath  | 30%*           | \$339                    | \$339                                | \$339                           |
| 11  | 1-br./1.0-bath  | 40%            | \$480                    | \$483 (+\$3)                         | \$483                           |
| 4   | 1-br./1.0-bath  | 50%            | \$625                    | \$626 (+\$1)                         | \$626                           |
| 5   | 1-br./1.0-bath  | 50%*           | \$626                    | \$626                                | \$626                           |
| 29  | 1-br./1.0-bath  | 60%            | \$765                    | \$769 (+\$4)                         | \$769                           |
| 17  | 1-br./1.0-bath  | 80%            | \$665                    | \$850 (+\$185)                       | \$1,056                         |
| 1   | 2-br./1.0-bath  | 30%            | \$395                    | \$396 (+\$1)                         | \$396                           |
| 1   | 2-br./1.0-bath  | 30%*           | \$396                    | \$396                                | \$396                           |
| 2   | 2-br./1.0-bath  | 40%            | \$565                    | \$568 (+\$3)                         | \$568                           |
| 2   | 2-br./1.0-bath  | 50%            | \$739                    | \$739                                | \$739                           |
| 4   | 2-br./1.0-bath  | 80%            | \$765                    | \$950 (+\$185)                       | \$1,255                         |

Source: Walllick Companies

AMI – Area Median Income (Detroit-Warren-Livonia, Michigan HUD FMR Area)

\*Subsidized units in which residents pay 30% of their income to rent, rather than the programmatic maximum allowable rents illustrated in the table

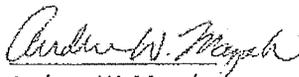
\*\*Adjusted to reflect "collected rents" by subtracting the cost of utilities at the subject site from the maximum gross rents  
Green shaded rows denote 4% Bond units

As stated in this analysis, it is likely that the project has the ability to achieve rents close to the programmatic maximum allowable levels in the 30%, 40%, 50% and 60% AMI units. While the proposed 80% AMI rents should not be set at the maximum allowable programmatic levels, they can be increased well beyond the currently proposed levels. Typically, 60% AMI Tax Credit rents need to be set 10% or more below achievable market rents to ensure that the project will have an adequate flow of tenants. However, the 80% AMI rents do not need to represent as significant of a value. It is likely that a value to market of at least 5% would be sufficient in Pontiac, considering the high occupancy rates among comparables, the increasing demographic trends and overall strength of the market.

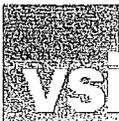
Overall, sufficient demographic support and market demand exist in the preliminary Pontiac Site PMA to support the proposed subject project.

The findings of this report are considered preliminary and could be further evaluated with a full market study, including a personal inspection of the Site PMA and the area's rental product. This analysis assumes the subject project will be developed as outlined in this report. Please do not hesitate to contact us with any additional questions.

Sincerely,



Andrew W. Mazak  
Vogt Strategic Insights



## A. Telephone Survey of Conventional Rentals

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The following section is a telephone survey of conventional rental properties in the preliminary Site PMA. These properties were identified through a variety of sources, including area apartment guides, government agencies and our own field inspection. The intent of this field survey is to evaluate the overall strength of the existing rental market, identify trends impacting future development and to identify those properties considered most comparable to the subject site. The field survey has been organized by project type; properties are color coded to reflect this and designated as market-rate, Tax Credit, government-subsidized or a combination of these three property types. The field survey is assembled as follows:

- A color-coded map indicating each property surveyed and the project type followed by a list of properties surveyed.
- Distribution of non-subsidized and subsidized units and vacancies in properties surveyed.
- Properties surveyed by name, address, telephone number, project type, key amenities, year built or renovated (if applicable), number of floors, total units, occupancy rate, quality rating, rent incentives and Tax Credit designation. Housing Choice Vouchers and Rental Assistance are also noted here.
- A rent distribution is provided for all market-rate and non-subsidized Tax Credit units by unit type and bedroom.
- Calculations of rent per square foot (all utilities are adjusted to reflect similar utility responsibility). Data is summarized by unit type.
- The distribution of market-rate and non-subsidized Tax Credit units are provided by quality rating, unit type and number of bedrooms. The median rent by quality ratings and bedrooms is also reported. Note that rents are adjusted to reflect common utility responsibility.
- An analysis of units added to the area by project construction date and, when applicable, by year of renovation.
- Aggregate data and distributions for all non-subsidized properties are provided for appliances, unit amenities and project amenities.
- Aggregation of projects by utility responsibility (market-rate and non-subsidized Tax Credit only).
- A utility allowance worksheet.

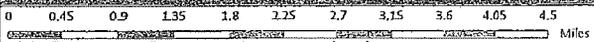
Note that other than the property listing following the map, data is organized by project types. Market-rate properties (blue designation) are first followed by variations of market-rate and Tax Credit properties. Non-government subsidized Tax Credit properties are red and government-subsidized properties are yellow. See the color codes at the bottom of each page for specific project types.



# Pontiac, MI Apartment Locations

**Legend**

- Project Site
- PMA
- Apartments**
- Type**
- Government-subsidized
- Market-rate
- Market-rate/Tax Credit
- Tax Credit
- Tax Credit/Government-subsidized
- Market-rate/Tax Credit/Govt-sub



Map Identification List

| Map ID | Project Name                           | Project Type | QR | Year Built/Renovated | Total Units | Vacant | Occupancy Rate | DTS |
|--------|--|--------------|----|----------------------|-------------|--------|----------------|-----|
| 1      | McDonald Senior Apts.                  | GSS          | N  | 2003                 | 50          | 0      | 100.0%         | 1.1 |
| 2      | Cornerstone                            | MRR          | C  | 1965 / 2015          | 252         | 13     | 94.8%          | 0.9 |
| 3      | Oakland Hills Twnhms.                  | MRR          | B+ | 1955 / 2014          | 235         | 0      | 100.0%         | 0.9 |
| 4      | Lafayette Place Lofts                  | MRR          | B  | 2012                 | 46          | 0      | 100.0%         | 1.3 |
| 5      | Auburn Square                          | MRR          | N  | 2014                 | 97          | 0      | 100.0%         | 4.7 |
| 6      | Bloomfield Villas Apts.                | MRR          | N  | 1992 / 2008          | 462         | 0      | 100.0%         | 5.4 |
| 7      | Meadow Creek Village                   | GSS          | N  | 1995                 | 60          | 0      | 100.0%         | 4.3 |
| 8      | Beacon Square Apts. & Twnhms.          | TAX          | B  | 1924 / 2008          | 40          | 0      | 100.0%         | 1.3 |
| 9      | Cedargate Apts.                        | MRR          | B- | 1984 / 2003          | 93          | 0      | 100.0%         | 4.3 |
| 10     | Pontiac Townhouses Cooperative         | GSS          | N  | 1968 / 2016          | 40          | 0      | 100.0%         | 1.4 |
| 11     | 30 North Lofts                         | MRR          | B- | 1964 / 2001          | 24          | 0      | 100.0%         | 1.4 |
| 12     | Bloomfield Hills Townhouse Cooperative | MRR          | N  | 1962 / 2019          | 280         | 0      | 100.0%         | 3.6 |
| 13     | Pike Street Apts.                      | MRR          | B  | 1928 / 2016          | 22          | 1      | 95.5%          | 1.5 |
| 14     | Cherokee Hills                         | MRR          | B- | 1974                 | 147         | 6      | 95.9%          | 4.4 |
| 15     | Phoenix Place Apts.                    | TGS          | C  | 1984 / 2008          | 200         | 0      | 100.0%         | 1.9 |
| 16     | University Place Apts.                 | MRR          | B  | 1989                 | 89          | 4      | 95.5%          | 2.3 |
| 17     | Lakeland Place                         | GSS          | B  | 1998                 | 200         | 0      | 100.0%         | 3.5 |
| 18     | Villas at Oakland Woods                | MRT          | B+ | 2006                 | 66          | 0      | 100.0%         | 3.7 |
| 19     | Lancaster Village Apts.                | GSS          | N  | 1969                 | 237         | 0      | 100.0%         | 2.4 |
| 20     | Crystal Lake Apts.                     | MRT          | B+ | 1989                 | 144         | 0      | 100.0%         | 3.5 |
| 21     | Wind Song Apts.                        | MRR          | C  | 1975 / 2016          | 176         | 1      | 99.4%          | 2.8 |
| 22     | Village of Oakland Woods               | TMG          | B+ | 1980 / 2006          | 216         | 0      | 100.0%         | 3.6 |
| 23     | Oak Square Apts.                       | MRR          | B  | 1978 / 2015          | 120         | 0      | 100.0%         | 2.4 |
| 24     | Elmhaven Manor                         | MRT          | A  | 2004                 | 138         | 3      | 97.8%          | 3.4 |
| 25     | Monroe Manor                           | MRR          | C- | 1929 / 2009          | 64          | 3      | 95.3%          | 2.5 |
| 26     | Auburn Heights                         | MRR          | B+ | 1978 / 2016          | 256         | 6      | 97.7%          | 2.5 |
| 27     | Turtle Creek Apts.                     | MRR          | B+ | 1979 / 2016          | 125         | 1      | 99.2%          | 2.5 |
| 28     | Woodlake Hills I & II                  | MRR          | B+ | 1992 / 2006          | 144         | 3      | 97.9%          | 3.0 |
| 29     | Bloomfield Square                      | MRR          | B  | 1972 / 2015          | 256         | 3      | 98.8%          | 5.3 |
| 30     | Auburn West                            | MRR          | C  | 1990                 | 72          | 5      | 93.1%          | 2.9 |
| 31     | American House-Oakland                 | MRT          | B+ | 1990                 | 163         | 9      | 94.5%          | 2.9 |
| 32     | Auburn Village                         | MRR          | B  | 1972 / 2010          | 240         | 9      | 96.3%          | 3.1 |
| 33     | Colonial Meadows Apts.                 | TAX          | B+ | 1993 / 2008          | 82          | 0      | 100.0%         | 2.9 |
| 34     | The Crossing at Auburn Hills           | MRR          | A  | 1997                 | 192         | 9      | 95.3%          | 3.3 |
| 35     | Club One of Auburn Hills               | MRR          | B  | 1974 / 2015          | 351         | 7      | 98.0%          | 3.0 |
| 36     | Waterford Meadows (Senior)             | TGS          | B+ | 1981 / 2012          | 50          | 0      | 100.0%         | 4.1 |
| 37     | Waterford Meadows (Family)             | TGS          | B+ | 1981 / 2012          | 150         | 0      | 100.0%         | 4.1 |

Project Type

|                                   |  |
|-----------------------------------|--|
| Market-rate                       | Market-rate/Tax Credit/Government-subsidized |
| Market-rate/Tax Credit            | Tax Credit                                   |
| Market-rate/Government-subsidized | Tax Credit/Government-subsidized             |
| Senior Restricted                 | Government-subsidized                        |

QR - Quality Rating

DTS - Drive Distance To Site (Miles)



Survey Date: January 2020

Field Survey

Page 1

| Project Type | Projects Surveyed | Total Units | Vacant | Occupancy Rate | U/C |
|--------------|-------------------|-------------|--------|----------------|-----|
| MRR          | 22                | 3,743       | 71     | 98.1%          | 0   |
| MRT          | 4                 | 511         | 12     | 97.7%          | 0   |
| TMG          | 1                 | 216         | 0      | 100.0%         | 0   |
| TAX          | 2                 | 122         | 0      | 100.0%         | 0   |
|              | 3                 | 400         | 0      | 100.0%         | 0   |
| GSS          | 5                 | 587         | 0      | 100.0%         | 0   |

Project Type

|   |  |
|---|--|
|  Market-rate                       |  Market-rate/Tax Credit/Government-subsidized |
|  Market-rate/Tax Credit            |  Tax Credit                                   |
|  Market-rate/Government-subsidized |  Tax Credit/Government-subsidized             |
|  Senior Restricted                 |  Government-subsidized                        |

QR - Quality Rating

DTS - Drive Distance To Site (Miles)

## Distribution of Units

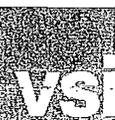
| Market-Rate |       |       |              |        |              |                   |
|-------------|-------|-------|--------------|--------|--------------|-------------------|
| Bedrooms    | Baths | Units | Distribution | Vacant | Vacancy Rate | Median Gross Rent |
| 0           | 1     | 93    | 2.2%         | 2      | 2.2%         | \$822             |
| 1           | 1     | 1,330 | 32.1%        | 24     | 1.8%         | \$821             |
| 2           | 1     | 1,203 | 29.0%        | 31     | 2.6%         | \$998             |
| 2           | 1.5   | 359   | 8.7%         | 12     | 3.3%         | \$869             |
| 2           | 2     | 771   | 18.6%        | 6      | 0.8%         | \$1,152           |
| 3           | 1     | 26    | 0.6%         | 0      | 0.0%         | \$895             |
| 3           | 1.5   | 208   | 5.0%         | 3      | 1.4%         | \$1,146           |
| 3           | 2     | 157   | 3.8%         | 5      | 3.2%         | \$1,406           |
| 4           | 2     | 2     | 0.0%         | 0      | 0.0%         | \$1,238           |
| TOTAL       |       | 4,149 | 100.0%       | 83     | 2.0%         |                   |

| Tax Credit, Non-Subsidized |       |       |              |        |              |                   |
|----------------------------|-------|-------|--------------|--------|--------------|-------------------|
| Bedrooms                   | Baths | Units | Distribution | Vacant | Vacancy Rate | Median Gross Rent |
| 0                          | 1     | 10    | 3.4%         | 0      | 0.0%         | \$679             |
| 1                          | 1     | 126   | 43.0%        | 0      | 0.0%         | \$707             |
| 2                          | 1     | 70    | 23.9%        | 0      | 0.0%         | \$861             |
| 2                          | 2     | 75    | 25.6%        | 0      | 0.0%         | \$1,030           |
| 3                          | 2     | 12    | 4.1%         | 0      | 0.0%         | \$1,114           |
| TOTAL                      |       | 293   | 100.0%       | 0      | 0.0%         |                   |

| Tax Credit, Government-Subsidized |       |       |              |        |              |                   |
|-----------------------------------|-------|-------|--------------|--------|--------------|-------------------|
| Bedrooms                          | Baths | Units | Distribution | Vacant | Vacancy Rate | Median Gross Rent |
| 1                                 | 1     | 415   | 75.5%        | 0      | 0.0%         | N.A.              |
| 2                                 | 1     | 35    | 6.4%         | 0      | 0.0%         | N.A.              |
| 2                                 | 1.5   | 50    | 9.1%         | 0      | 0.0%         | N.A.              |
| 3                                 | 1.5   | 50    | 9.1%         | 0      | 0.0%         | N.A.              |
| TOTAL                             |       | 550   | 100.0%       | 0      | 0.0%         |                   |

| Government-Subsidized |       |       |              |        |              |                   |
|-----------------------|-------|-------|--------------|--------|--------------|-------------------|
| Bedrooms              | Baths | Units | Distribution | Vacant | Vacancy Rate | Median Gross Rent |
| 1                     | 1     | 365   | 62.2%        | 0      | 0.0%         | N.A.              |
| 2                     | 1     | 18    | 3.1%         | 0      | 0.0%         | N.A.              |
| 2                     | 1.5   | 104   | 17.7%        | 0      | 0.0%         | N.A.              |
| 3                     | 1.5   | 95    | 16.2%        | 0      | 0.0%         | N.A.              |
| 4                     | 1.5   | 5     | 0.9%         | 0      | 0.0%         | N.A.              |
| TOTAL                 |       | 587   | 100.0%       | 0      | 0.0%         |                   |

|             |  |       |  |    |      |  |
|-------------|--|-------|--|----|------|--|
| Grand Total |  | 5,579 |  | 83 | 1.5% |  |
|-------------|--|-------|--|----|------|--|



Survey of Properties

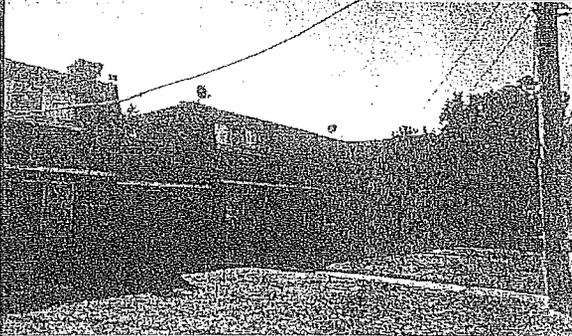
**1 McDonald Senior Apts**

No Picture on File

|  |   |
|--|---|
| 370 Baldwin Ave.<br>Pontiac, MI 48342<br>Phone (248) 292-2095<br>Contact Gayle(by phone)<br>Waitlist 6-12 months | Total Units 50<br>Vacancies 0<br>Occupancy 100.0%<br>Floors 2<br>Quality N<br>Year Built 2003 |
|--|---|

Comments  
HUD Section 8

**2 Cornerstone**



|   |  |
|---|--|
| 957 N. Perry St.<br>Pontiac, MI 48340<br>Phone (248) 858-9680<br>Contact Vicky(by phone)<br>Waitlist None | Total Units 252<br>Vacancies 13<br>Occupancy 94.8%<br>Floors 2<br>Quality C<br>Year Built 1965<br>Renovated 2015 |
|---|--|

Comments  
Accepts HCV (40 units); Unit mix estimated; Select 1-br units have balcony; Formerly known as Pinewood Townhomes

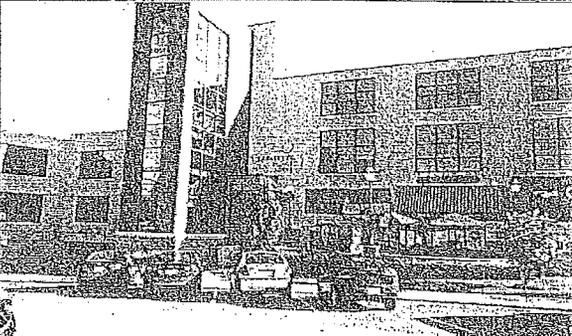
**3 Oakland Hills Twnhms.**



|  |   |
|--|---|
| 639 Balboa Pl.<br>Pontiac, MI 48342<br>Phone (248) 636-4482<br>Contact Tom(by phone)<br>Waitlist 25 households | Total Units 235<br>Vacancies 0<br>Occupancy 100.0%<br>Floors 2<br>Quality B+<br>Year Built 1955<br>Renovated 2014 |
|--|---|

Comments  
Does not accept HCV

**4 Lafayette Place Lofts**



|   |   |
|---|---|
| 151 Lafayette St.<br>Pontiac, MI 48342<br>Phone (248) 392-2090<br>Contact Alex(by phone)<br>Waitlist None | Total Units 46<br>Vacancies 0<br>Occupancy 100.0%<br>Floors 3<br>Quality B<br>Year Built 2012 |
|---|---|

Comments  
Does not accept HCV

Project Type

|  |   |
|--|---|
| <input type="checkbox"/> Market-rate                       | <input type="checkbox"/> Market-rate/Tax Credit/Government-subsidized |
| <input type="checkbox"/> Market-rate/Tax Credit            | <input type="checkbox"/> Tax Credit                                   |
| <input type="checkbox"/> Market-rate/Government-subsidized | <input type="checkbox"/> Tax Credit/Government-subsidized             |
|  | <input type="checkbox"/> Government-subsidized                        |

**5 Auburn Square**

No Picture on File

|                           |             |        |
|---------------------------|-------------|--------|
| 3358-3384 Auburn Rd.      | Total Units | 97     |
| Auburn Hills, MI 48326    | Vacancies   | 0      |
| Phone (248) 844-9822      | Occupancy   | 100.0% |
| Contact Richard(by phone) | Floors      | 4      |
| Waitlist 3-9 months       | Quality     | N      |
|                           | Year Built  | 2014   |

Comments  
Does not accept HCV

**6 Bloomfield Villas Apts.**

No Picture on File

|                              |             |        |
|------------------------------|-------------|--------|
| 580 Bloomfield Village Blvd. | Total Units | 462    |
| Auburn Hills, MI 48326       | Vacancies   | 0      |
| Phone (248) 853-3472         | Occupancy   | 100.0% |
| Contact Angie(by phone)      | Floors      | 2      |
| Waitlist 6 months            | Quality     | N      |
|                              | Year Built  | 1992   |
|                              | Renovated   | 2008   |

Comments  
Does not accept HCV

**7 Meadow Creek Village**

No Picture on File

|                         |             |        |
|-------------------------|-------------|--------|
| 2185 South Blvd.        | Total Units | 60     |
| Auburn Hills, MI 48326  | Vacancies   | 0      |
| Phone (248) 253-8640    | Occupancy   | 100.0% |
| Contact Sonya(by phone) | Floors      | 3      |
| Waitlist 12 months      | Quality     | N      |
|                         | Year Built  | 1995   |

Comments  
HUD Section 8

Senior Restricted (62+)

**8 Beacon Square Apts & Twnhms.**



|                        |             |        |
|------------------------|-------------|--------|
| 101 Mechanic St.       | Total Units | 40     |
| Pontiac, MI 48342      | Vacancies   | 0      |
| Phone (248) 812-0902   | Occupancy   | 100.0% |
| Contact Lynn(by phone) | Floors      | 2,4    |
| Waitlist 12 months     | Quality     | B      |
|                        | Year Built  | 1924   |
|                        | Renovated   | 2008   |

Comments  
20%, 25%, 30%, 35%, 40% & 60% AMI; 25% mentally disabled; Accepts HCV (5 units); Townhomes have attached garage, basement, balcony & washer/dryer

Project Type

|                                   |  |
|-----------------------------------|--|
| Market-rate                       | Market-rate/Tax Credit/Government-subsidized |
| Market-rate/Tax Credit            | Tax Credit                                   |
| Market-rate/Government-subsidized | Tax Credit/Government-subsidized             |
|                                   | Government-subsidized                        |



Vogt Strategic Insights

Survey Date: January 2020

Field Survey

**9 Cedargate Apts.**



|                                |                         |
|--------------------------------|-------------------------|
| 800-999 Cedargate Ct.          | <b>Total Units</b> 93   |
| Waterford Twp., MI 48328       | <b>Vacancies</b> 0      |
| <b>Phone</b> (248) 494-4923    | <b>Occupancy</b> 100.0% |
| <b>Contact</b> Angie(by phone) | <b>Floors</b> 1         |
| <b>Waitlist</b> 2 months       | <b>Quality</b> B-       |
|                                | <b>Year Built</b> 1984  |
|                                | <b>Renovated</b> 2003   |

**Comments**  
Does not accept HCV

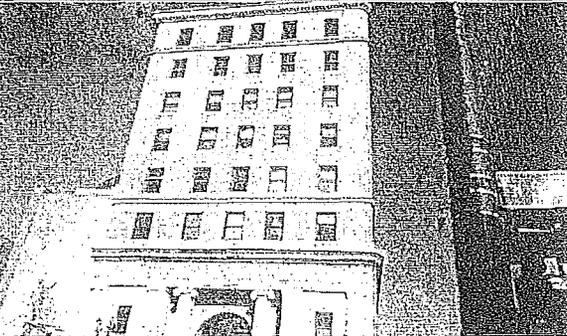
**10 Pontiac Townhouses Cooperative**

No Picture on File

|                                   |                         |
|-----------------------------------|-------------------------|
| 174 E. Pike St.                   | <b>Total Units</b> 40   |
| Pontiac, MI 48342                 | <b>Vacancies</b> 0      |
| <b>Phone</b> (248) 335-7148       | <b>Occupancy</b> 100.0% |
| <b>Contact</b> Lashanda(by phone) | <b>Floors</b> 2         |
| <b>Waitlist</b> 12 months         | <b>Quality</b> N        |
|                                   | <b>Year Built</b> 1968  |
|                                   | <b>Renovated</b> 2016   |

**Comments**  
HUD Section 8  
Senior Restricted (55+)

**11 30 North Lofts**



|                                |                         |
|--------------------------------|-------------------------|
| 30 N. Saginaw St.              | <b>Total Units</b> 24   |
| Pontiac, MI 48342              | <b>Vacancies</b> 0      |
| <b>Phone</b> (248) 766-0348    | <b>Occupancy</b> 100.0% |
| <b>Contact</b> Scott(by phone) | <b>Floors</b> 8         |
| <b>Waitlist</b> 10 households  | <b>Quality</b> B-       |
|                                | <b>Year Built</b> 1964  |
|                                | <b>Renovated</b> 2001   |

**Comments**  
Does not accept HCV; Formerly Central National Bank; Mixed-use, office space & banquet facility

**12 Bloomfield Hills Townhouse Coope**

No Picture on File

|                                  |                         |
|----------------------------------|-------------------------|
| 155 Charles Ln.                  | <b>Total Units</b> 280  |
| Pontiac, MI 48341                | <b>Vacancies</b> 0      |
| <b>Phone</b> (248) 335-7452      | <b>Occupancy</b> 100.0% |
| <b>Contact</b> Lavette(by phone) | <b>Floors</b> 2         |
| <b>Waitlist</b> 2 years          | <b>Quality</b> N        |
|                                  | <b>Year Built</b> 1962  |
|                                  | <b>Renovated</b> 2019   |

**Comments**  
Does not accept HCV

Project Type

|   |  |
|---|--|
|  Market-rate                       |  Market-rate/Tax Credit/Government-subsidized |
|  Market-rate/Tax Credit            |  Tax Credit                                   |
|  Market-rate/Government-subsidized |  Tax Credit/Government-subsidized             |
|   |  Government-subsidized                        |

**13 Pike Street Apts.**



|                        |             |       |
|------------------------|-------------|-------|
| 12 Mill St.            | Total Units | 22    |
| Pontiac, MI 48342      | Vacancies   | 1     |
| Phone (248) 322-6777   | Occupancy   | 95.5% |
| Contact Barb(by phone) | Floors      | 3     |
| Waitlist None          | Quality     | B     |
|                        | Year Built  | 1928  |
|                        | Renovated   | 2016  |

**Comments**  
Does not accept HCV; Studio square footage estimated

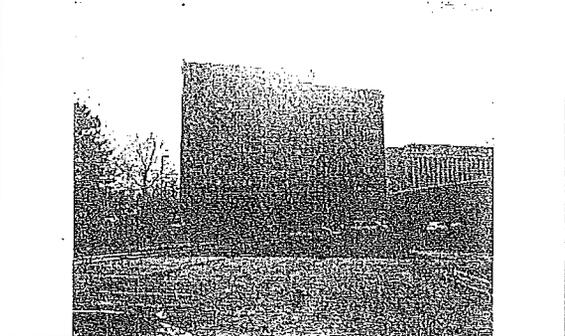
**14 Cherokee Hills**



|                          |             |       |
|--------------------------|-------------|-------|
| 2750 Cherokee Dr.        | Total Units | 147   |
| Waterford Twp., MI 48328 | Vacancies   | 6     |
| Phone (248) 681-3309     | Occupancy   | 95.9% |
| Contact Debbie(by phone) | Floors      | 2     |
| Waitlist None            | Quality     | B-    |
|                          | Year Built  | 1974  |

**Comments**  
Does not accept HCV; 2-br units have carport & patio

**Phoenix Place Apts.**



|                          |             |        |
|--------------------------|-------------|--------|
| 47251 Woodward Ave.      | Total Units | 200    |
| Pontiac, MI 48342        | Vacancies   | 0      |
| Phone (248) 335-7520     | Occupancy   | 100.0% |
| Contact Alisha(by phone) | Floors      | 14     |
| Waitlist 12 months       | Quality     | C      |
|                          | Year Built  | 1984   |
|                          | Renovated   | 2008   |

**Comments**  
40%, 50% & 60% AMI & HUD Section 8  
Senior Restricted (62+)

**16 University Place Apts.**



|                         |             |       |
|-------------------------|-------------|-------|
| 17 University Place Dr. | Total Units | 89    |
| Pontiac, MI 48342       | Vacancies   | 4     |
| Phone (248) 243-9022    | Occupancy   | 95.5% |
| Contact Mary(by phone)  | Floors      | 2     |
| Waitlist None           | Quality     | B     |
|                         | Year Built  | 1989  |

**Comments**  
Does not accept HCV

Project Type

|                                   |  |
|-----------------------------------|--|
| Market-rate                       | Market-rate/Tax Credit/Government-subsidized |
| Market-rate/Tax Credit            | Tax Credit                                   |
| Market-rate/Government-subsidized | Tax Credit/Government-subsidized             |
|                                   | Government-subsidized                        |

**17 Lakeland Place**



|  |  |
|--|--|
| 2700 Elizabeth Lake Rd.<br>Waterford Twp., MI 48328<br>Phone (248) 682-3122<br>Contact Erica (by phone)<br>Waitlist 6-9 months | Total Units 200<br>Vacancies 0<br>Occupancy 100.0%<br>Floors 6<br>Quality B<br>Year Built 1998 |
|--|--|

Comments Senior Restricted (62+)  
HUD Section 8

**18 Villas at Oakland Woods**



|  |  |
|--|--|
| 420 S. Opdyke Rd.<br>Pontiac, MI 48341<br>Phone (248) 334-4379<br>Contact Hillary (by phone)<br>Waitlist 6-12 months | Total Units 66<br>Vacancies 0<br>Occupancy 100.0%<br>Floors 1<br>Quality B+<br>Year Built 2006 |
|--|--|

Comments Senior Restricted (55+)  
Market-rate (32 units); 60% AMI (34 units)

**19 Lancaster Village Apts.**

No Picture on File

|   |  |
|---|--|
| 633 Palmer Dr.<br>Pontiac, MI 48342<br>Phone (248) 373-8280<br>Contact Evelyn (by phone)<br>Waitlist 3-6 months | Total Units 237<br>Vacancies 0<br>Occupancy 100.0%<br>Floors 2<br>Quality N<br>Year Built 1969 |
|---|--|

Comments HUD Section 236; Does not accept HCV; Unit mix estimated

**20 Crystal Lake Apts.**



|  |   |
|--|---|
| 850 Golf Dr.<br>Pontiac, MI 48341<br>Phone (248) 335-6622<br>Contact Karen (by phone)<br>Waitlist 2 months | Total Units 144<br>Vacancies 0<br>Occupancy 100.0%<br>Floors 2<br>Quality B+<br>Year Built 1989 |
|--|---|

Comments Market-rate (115 units); 50% AMI (29 units); Does not accept HCV

Project Type

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Market-rate                       | <input checked="" type="checkbox"/> Market-rate/Tax Credit/Government-subsidized |
| <input type="checkbox"/> Market-rate/Tax Credit                       | <input type="checkbox"/> Tax Credit  |
| <input checked="" type="checkbox"/> Market-rate/Government-subsidized | <input type="checkbox"/> Tax Credit/Government-subsidized                        |
|   | <input type="checkbox"/> Government-subsidized                                   |

**21 Wind Song Apts.**



|   |  |
|---|--|
| 860 E. Walton Blvd.<br>Pontiac, MI 48340<br>Phone (248) 373-6110<br>Contact Joanne(by phone)<br>Waitlist None | <b>Total Units</b> 176<br><b>Vacancies</b> 1<br><b>Occupancy</b> 99.4%<br><b>Floors</b> 3<br><b>Quality</b> C<br><b>Year Built</b> 1975<br><b>Renovated</b> 2016 |
|---|--|

**Comments**  
Accepts HCV (40 units); 2-br units have walk-in closets

**22 Village of Oakland Woods**



|   |  |
|---|--|
| 420 S. Opdyke Rd.<br>Pontiac, MI 48341<br>Phone (248) 334-4379<br>Contact Hillary(by phone)<br>Waitlist 6-12 months | <b>Total Units</b> 216<br><b>Vacancies</b> 0<br><b>Occupancy</b> 100.0%<br><b>Floors</b> 1<br><b>Quality</b> B+<br><b>Year Built</b> 1980<br><b>Renovated</b> 2006 |
|---|--|

**Comments**  
Senior Restricted (55+)  
Market-rate (34 units); 60% AMI (32 units); 60% AMI & HUD Section 8 (150 units); 2-br/2-bath units have attached garage

**23 Oak Square Apts**



|  |   |
|--|---|
| 505 Old Oak Ct.<br>Pontiac, MI 48340<br>Phone (248) 373-1400<br>Contact Stephanie(by phone)<br>Waitlist 2-4 months | <b>Total Units</b> 120<br><b>Vacancies</b> 0<br><b>Occupancy</b> 100.0%<br><b>Floors</b> 2.5<br><b>Quality</b> B<br><b>Year Built</b> 1978<br><b>Renovated</b> 2015 |
|--|---|

**Comments**  
Does not accept HCV; Rent range based on location; Upper level units have balcony; Waitlist: 1-br/2\_months & 2-br/4 months

**24 Elmhaven Manor**



|   |   |
|---|---|
| 600 W. Walton Blvd.<br>Pontiac, MI 48340<br>Phone (248) 451-1370<br>Contact Dawn(by phone)<br>Waitlist None | <b>Total Units</b> 138<br><b>Vacancies</b> 3<br><b>Occupancy</b> 97.8%<br><b>Floors</b> 1,3<br><b>Quality</b> A<br><b>Year Built</b> 2004 |
|---|---|

**Comments**  
Senior Restricted (55+)  
Market-rate (95 units); 60% AMI (43 units); Accepts HCV (2 units); 2-br units have dishwasher; Cottages have washer/dryer; Dinner: \$8.75; Packages available

Project Type

|   |  |
|---|--|
| <input checked="" type="checkbox"/> Market-rate                       | <input checked="" type="checkbox"/> Market-rate/Tax Credit/Government-subsidized |
| <input checked="" type="checkbox"/> Market-rate/Tax Credit            | <input checked="" type="checkbox"/> Tax Credit                                   |
| <input checked="" type="checkbox"/> Market-rate/Government-subsidized | <input checked="" type="checkbox"/> Tax Credit/Government-subsidized             |
|   | <input checked="" type="checkbox"/> Government-subsidized                        |

**25 Monroe Manor**



|                                    |                    |       |
|------------------------------------|--------------------|-------|
| 59 Monroe St.                      | <b>Total Units</b> | 64    |
| Pontiac, MI 48341                  | <b>Vacancies</b>   | 3     |
| <b>Phone</b> (248) 373-1400        | <b>Occupancy</b>   | 95.3% |
| <b>Contact</b> Stephanie(by phone) | <b>Floors</b>      | 5     |
| <b>Waitlist</b> None               | <b>Quality</b>     | C-    |
|                                    | <b>Year Built</b>  | 1929  |
|                                    | <b>Renovated</b>   | 2009  |

**Comments**  
Accepts HCV (14 units)

**26 Auburn Heights**



|                                |                    |       |
|--------------------------------|--------------------|-------|
| 44 Birwood Dr.                 | <b>Total Units</b> | 256   |
| Pontiac, MI 48340              | <b>Vacancies</b>   | 6     |
| <b>Phone</b> (248) 373-0420    | <b>Occupancy</b>   | 97.7% |
| <b>Contact</b> Diane(by phone) | <b>Floors</b>      | 2     |
| <b>Waitlist</b> None           | <b>Quality</b>     | B+    |
|                                | <b>Year Built</b>  | 1978  |
|                                | <b>Renovated</b>   | 2016  |

**Comments**  
Does not accept HCV; Tenants pay portion of water & gas

**27 Turtle Creek Apts**



|                                |                    |       |
|--------------------------------|--------------------|-------|
| 1 Oak Creek Ln.                | <b>Total Units</b> | 125   |
| Pontiac, MI 48340              | <b>Vacancies</b>   | 1     |
| <b>Phone</b> (248) 373-8885    | <b>Occupancy</b>   | 99.2% |
| <b>Contact</b> Carol(by phone) | <b>Floors</b>      | 2     |
| <b>Waitlist</b> None           | <b>Quality</b>     | B+    |
|                                | <b>Year Built</b>  | 1979  |
|                                | <b>Renovated</b>   | 2016  |

**Comments**  
Does not accept HCV; Townhomes have basement

**28 Woodlake Hills I & II**



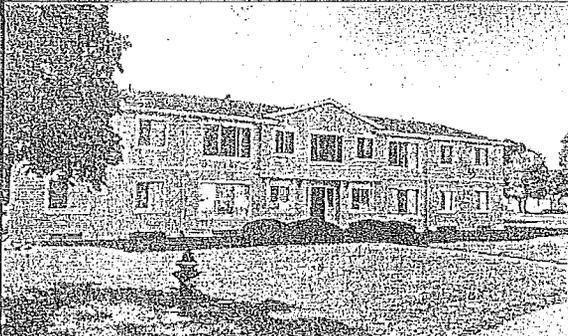
|                                |                    |       |
|--------------------------------|--------------------|-------|
| 1301 Woodlake Ln.              | <b>Total Units</b> | 144   |
| Pontiac, MI 48340              | <b>Vacancies</b>   | 3     |
| <b>Phone</b> (248) 253-1777    | <b>Occupancy</b>   | 97.9% |
| <b>Contact</b> Emily(by phone) | <b>Floors</b>      | 2     |
| <b>Waitlist</b> None           | <b>Quality</b>     | B+    |
|                                | <b>Year Built</b>  | 1992  |
|                                | <b>Renovated</b>   | 2006  |

**Comments**  
Accepts HCV (60 units); 2-br units have washer/dryer

Project Type

|   |  |
|---|--|
|  Market-rate                       |  Market-rate/Tax Credit/Government-subsidized |
|  Market-rate/Tax Credit            |  Tax Credit                                   |
|  Market-rate/Government-subsidized |  Tax Credit/Government-subsidized             |
|   |  Government-subsidized                        |

**29 Bloomfield Square**



|                        |                    |       |
|------------------------|--------------------|-------|
| 3161 Bloomfield Ln.    | <b>Total Units</b> | 256   |
| Auburn Hills, MI 48326 | <b>Vacancies</b>   | 3     |
| Phone (248) 852-4377   | <b>Occupancy</b>   | 98.8% |
| Contact Mike(by phone) | <b>Floors</b>      | 2     |
| Waitlist None          | <b>Quality</b>     | B     |
|                        | <b>Year Built</b>  | 1972  |
|                        | <b>Renovated</b>   | 2015  |

**Comments**  
Does not accept HCV; 2-br units have dishwasher

**30 Auburn West**



|                         |                    |       |
|-------------------------|--------------------|-------|
| 1211-1233 Colony Ln.    | <b>Total Units</b> | 72    |
| Pontiac, MI 48340       | <b>Vacancies</b>   | 5     |
| Phone (248) 474-3375    | <b>Occupancy</b>   | 93.1% |
| Contact Tracy(by phone) | <b>Floors</b>      | 2.5   |
| Waitlist None           | <b>Quality</b>     | C     |
|                         | <b>Year Built</b>  | 1990  |

**Comments**  
Does not accept HCV; Square footage estimated; 1-br units pay electric only

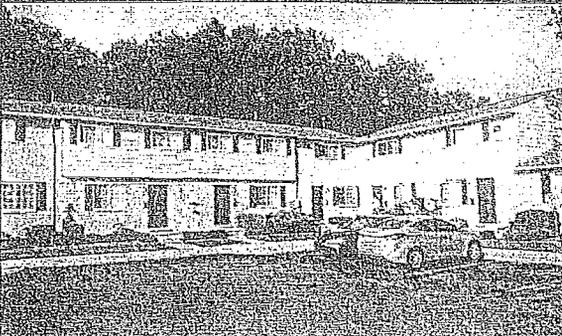
**31 American House-Oakland**



|                          |                    |       |
|--------------------------|--------------------|-------|
| 1915 Baldwin Rd.         | <b>Total Units</b> | 163   |
| Pontiac, MI 48340        | <b>Vacancies</b>   | 9     |
| Phone (248) 209-1728     | <b>Occupancy</b>   | 94.5% |
| Contact Evelyn(by phone) | <b>Floors</b>      | 3     |
| Waitlist None            | <b>Quality</b>     | B+    |
|                          | <b>Year Built</b>  | 1990  |

**Comments**  
Senior Restricted (55+)  
Market-rate (130 units); 50% AMI (33 units); MRR & high rents include housekeeping & 3 meals per day; Low rents include 2 meals & housekeeping

**32 Auburn Village**



|                          |                    |       |
|--------------------------|--------------------|-------|
| 60 Grand Tour Ct.        | <b>Total Units</b> | 240   |
| Pontiac, MI 48340        | <b>Vacancies</b>   | 9     |
| Phone (248) 373-0100     | <b>Occupancy</b>   | 96.3% |
| Contact Regina(by phone) | <b>Floors</b>      | 1,2   |
| Waitlist None            | <b>Quality</b>     | B     |
|                          | <b>Year Built</b>  | 1972  |
|                          | <b>Renovated</b>   | 2010  |

**Comments**  
Does not accept HCV; Renovation date estimated; 2- & 3-br units have dishwasher & basement

Project Type

|   |  |
|---|--|
| <input checked="" type="checkbox"/> Market-rate                       | <input checked="" type="checkbox"/> Market-rate/Tax Credit/Government-subsidized |
| <input checked="" type="checkbox"/> Market-rate/Tax Credit            | <input checked="" type="checkbox"/> Tax Credit                                   |
| <input checked="" type="checkbox"/> Market-rate/Government-subsidized | <input checked="" type="checkbox"/> Tax Credit/Government-subsidized             |
|   | <input checked="" type="checkbox"/> Government-subsidized                        |



Vogt Strategic Insights

Survey Date: January 2020

Field Survey



**33 Colonial Meadows Apts.**



|   |  |
|---|--|
| 1246 E. Walton Blvd.<br>Pontiac, MI 48340 | Total Units 82<br>Vacancies 0<br>Occupancy 100.0%<br>Floors 3<br>Quality B+<br>Year Built 1993<br>Renovated 2008 |
|---|--|

Phone (248) 373-0983  
Contact Erica (by phone)  
Waitlist 7 households

Comments  
Senior Restricted (55+).  
50% & 60% AMI; Accepts HCV (5 units); Home health care & light nursing care are available for an additional fee

**34 The Crossing at Auburn Hills**



|  |   |
|--|---|
| 601 Seville Blvd.<br>Pontiac, MI 48340 | Total Units 192<br>Vacancies 9<br>Occupancy 95.3%<br>Floors 2<br>Quality A<br>Year Built 1997 |
|--|---|

Phone (248) 301-0000  
Contact Emily (by phone)  
Waitlist None

Comments  
Does not accept HCV

**35 Club One of Auburn Hills**



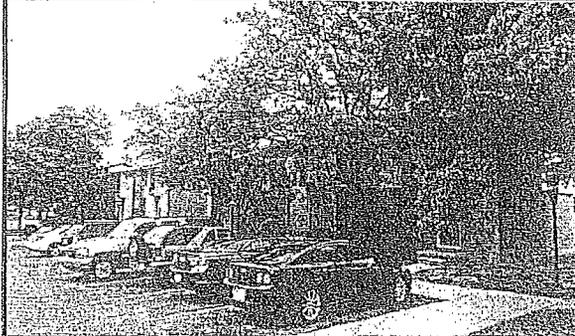
|                                   |   |
|-----------------------------------|---|
| 1510 Nob Ln.<br>Pontiac, MI 48340 | Total Units 351<br>Vacancies 7<br>Occupancy 98.0%<br>Floors 3<br>Quality B<br>Year Built 1974<br>Renovated 2015 |
|-----------------------------------|---|

Phone (248) 373-5800  
Contact Rayelle (by phone)  
Waitlist None

Incentives 2-br: move in by 2/1/2020 get \$500 off month's rent

Comments  
Does not accept HCV; Unit mix estimated

**Waterford Meadows (Senior)**



|  |  |
|--|--|
| 834 W. Alpha Pkwy.<br>Waterford Twp., MI 48328 | Total Units 50<br>Vacancies 0<br>Occupancy 100.0%<br>Floors 2<br>Quality B+<br>Year Built 1981<br>Renovated 2012 |
|--|--|

Phone (248) 683-2224  
Contact Valerie (by phone)  
Waitlist 3 years

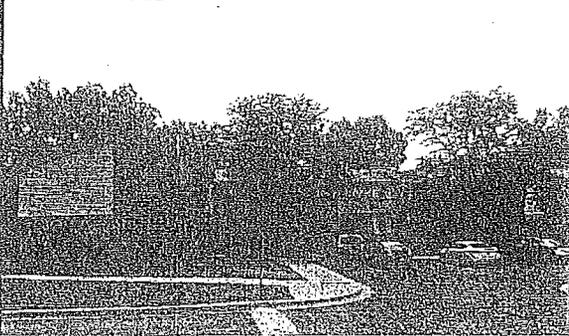
Incentives No Rent Specials

Comments  
Senior Restricted (62+)  
20%, 25%, 30%, 40% & 60% AMI & HUD Section 8; Also serves disabled

Project Type

|  |   |
|--|---|
| <input type="checkbox"/> Market-rate                       | <input type="checkbox"/> Market-rate/Tax Credit/Government-subsidized |
| <input type="checkbox"/> Market-rate/Tax Credit            | <input type="checkbox"/> Tax Credit                                   |
| <input type="checkbox"/> Market-rate/Government-subsidized | <input type="checkbox"/> Tax Credit/Government-subsidized             |
|  | <input type="checkbox"/> Government-subsidized                        |

**Waterford Meadows (Family)**



|                           |             |        |
|---------------------------|-------------|--------|
| 834 West Alpha Pkwy.      | Total Units | 150    |
| Waterford Twp., MI 48328  | Vacancies   | 0      |
| Phone (248) 683-2224      | Occupancy   | 100.0% |
| Contact Valerie(by phone) | Floors      | 2      |
| Waitlist 3 years          | Quality     | B+     |
|                           | Year Built  | 1981   |
|                           | Renovated   | 2012   |

Comments  
20%, 25%, 30%, 40% & 60% AMI & HUD Section 8

Project Type

|  |   |
|--|---|
| <input type="checkbox"/> Market-rate                       | <input type="checkbox"/> Market-rate/Tax Credit/Government-subsidized |
| <input type="checkbox"/> Market-rate/Tax Credit            | <input type="checkbox"/> Tax Credit                                   |
| <input type="checkbox"/> Market-rate/Government-subsidized | <input type="checkbox"/> Tax Credit/Government-subsidized             |
|  | <input type="checkbox"/> Government-subsidized                        |



Vogt Strategic  
Insights

Survey Date: January 2020

Field Survey

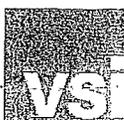
15

Collected Rents

| Map ID | Garden Units    |                   |                   |         |       | Townhouse Units |       |                 |         |
|--------|-----------------|-------------------|-------------------|---------|-------|-----------------|-------|-----------------|---------|
|        | Studio          | 1-Br              | 2-Br              | 3-Br    | 4-Br+ | 1-Br            | 2-Br  | 3-Br            | 4-Br+   |
| 2      |                 | \$649             |                   |         |       |                 | \$749 | \$849           |         |
| 3      |                 |                   |                   |         |       |                 | \$875 |                 | \$1,050 |
| 4      |                 | \$940 - \$960     | \$1,100 - \$1,450 |         |       |                 |       |                 |         |
| 5      | \$743 - \$758   | \$952 - \$1,220   | \$1,318 - \$1,535 |         |       |                 |       |                 |         |
| 6      |                 |                   | \$920 - \$950     |         |       |                 |       |                 |         |
| 8      |                 | \$207 - \$751     | \$469 - \$897     |         |       |                 |       | \$441 - \$1,007 |         |
| 9      | \$505           | \$655             | \$750 - \$760     |         |       |                 |       |                 |         |
| 11     | \$875           | \$1,010 - \$1,140 | \$1,760           |         |       |                 |       |                 |         |
| 12     |                 |                   |                   |         |       | \$508 - \$545   | \$565 | \$608           |         |
| 13     | \$450           | \$575 - \$600     | \$750             |         |       |                 |       |                 |         |
| 14     |                 | \$719 - \$825     | \$819 - \$900     |         |       |                 |       |                 |         |
| 16     |                 | \$715             | \$815 - \$845     |         |       |                 |       |                 |         |
| 18     |                 |                   | \$950 - \$1,280   |         |       |                 |       |                 |         |
| 20     |                 | \$606 - \$879     | \$757 - \$979     |         |       |                 |       |                 |         |
| 21     |                 | \$825             | \$895 - \$980     | \$1,150 |       |                 |       |                 |         |
| 22     |                 |                   | \$950 - \$1,280   |         |       |                 |       |                 |         |
| 23     |                 | \$679             | \$899             |         |       |                 |       |                 |         |
| 24     |                 | \$827 - \$1,529   | \$951 - \$1,899   |         |       |                 |       |                 |         |
| 25     | \$532 - \$579   | \$658 - \$770     | \$899             |         |       |                 |       |                 |         |
| 26     |                 | \$895             | \$965             |         |       |                 |       |                 |         |
| 27     |                 | \$725             | \$825             |         |       |                 |       | \$1,125         |         |
| 28     |                 | \$795             | \$915 - \$1,059   |         |       |                 |       |                 |         |
| 29     |                 | \$974             | \$1,160           |         |       |                 |       |                 |         |
| 30     |                 | \$740 - \$800     | \$760 - \$903     |         |       |                 |       |                 |         |
| 31     | \$619 - \$1,955 | \$658 - \$2,425   | \$774 - \$2,700   |         |       |                 |       |                 |         |
| 32     |                 | \$795             |                   |         |       |                 | \$925 | \$1,100         |         |
| 33     |                 | \$647 - \$674     | \$773 - \$805     |         |       |                 |       |                 |         |
| 34     |                 |                   | \$1,199           | \$1,299 |       |                 |       |                 |         |
| 35     |                 | \$795             | \$875             |         |       |                 |       |                 |         |

Project Type

|  |   |
|--|---|
| <input type="checkbox"/> Market-rate                       | <input type="checkbox"/> Market-rate/Tax Credit/Government-subsidized |
| <input type="checkbox"/> Market-rate/Tax Credit            | <input type="checkbox"/> Tax Credit                                   |
| <input type="checkbox"/> Market-rate/Government-subsidized | <input type="checkbox"/> Tax Credit/Government-subsidized             |
| <input type="checkbox"/> Senior Restricted                 | <input type="checkbox"/> Government-subsidized                        |



Vogt Strategic Insights

Survey Date: January 2020

Field Survey

AP-16

Price Per Square Foot

| Studio Units      |  |       |           |                   |                  |
|-------------------|--|-------|-----------|-------------------|------------------|
| Map ID            | Project Name                           | Baths | Unit Size | Gross Rent        | \$ / Square Foot |
| 5                 | Auburn Square                          | 1     | 456       | \$822 - \$837     | \$1.80 - \$1.84  |
| 9                 | Cedargate Apts.                        | 1     | 300       | \$565             | \$1.88           |
| 11                | 30 North Lofts                         | 1     | 495       | \$830             | \$1.68           |
| 13                | Pike Street Apts.                      | 1     | 400       | \$450             | \$1.13           |
| 25                | Monroe Manor                           | 1     | 500       | \$492 - \$539     | \$0.98 - \$1.08  |
| 31                | American House-Oakland                 | 1     | 337       | \$2,015           | \$5.98           |
|                   |  | 1     | 450       | \$679             | \$1.51           |
| One Bedroom Units |  |       |           |                   |                  |
| Map ID            | Project Name                           | Baths | Unit Size | Gross Rent        | \$ / Square Foot |
| 2                 | Cornerstone                            | 1     | 730 - 750 | \$675             | \$0.90 - \$0.92  |
| 4                 | Lafayette Place Lofts                  | 1     | 566 - 850 | \$1,023 - \$1,043 | \$1.23 - \$1.81  |
| 5                 | Auburn Square                          | 1     | 643 - 966 | \$1,043 - \$1,311 | \$1.36 - \$1.62  |
| 8                 | Beacon Square Apts. & Twnhms.          | 1     | 690       | \$276 - \$820     | \$0.40 - \$1.19  |
| 9                 | Cedargate Apts.                        | 1     | 600       | \$724             | \$1.21           |
| 11                | 30 North Lofts                         | 1     | 600 - 650 | \$947 - \$1,077   | \$1.58 - \$1.66  |
| 12                | Bloomfield Hills Townhouse Cooperative | 1     | 780 - 815 | \$541 - \$578     | \$0.69 - \$0.71  |
| 13                | Pike Street Apts.                      | 1     | 525 - 575 | \$575 - \$600     | \$1.04 - \$1.10  |
| 14                | Cherokee Hills                         | 1     | 800 - 900 | \$752 - \$858     | \$0.94 - \$0.95  |
| 16                | University Place Apts.                 | 1     | 800       | \$741             | \$0.93           |
| 20                | Crystal Lake Apts.                     | 1     | 900       | \$670 - \$943     | \$0.74 - \$1.05  |
| 21                | Wind Song Apts.                        | 1     | 765       | \$921             | \$1.20           |
| 23                | Oak Square Apts.                       | 1     | 950       | \$751             | \$0.79           |
| 24                | Elmhaven Manor                         | 1     | 600       | \$896 - \$1,598   | \$1.49 - \$2.66  |
| 25                | Monroe Manor                           | 1     | 725       | \$618 - \$730     | \$0.85 - \$1.01  |
| 26                | Auburn Heights                         | 1     | 750       | \$957             | \$1.28           |
| 27                | Turtle Creek Apts.                     | 1     | 750       | \$808             | \$1.08           |
| 28                | Woodlake Hills I & II                  | 1     | 889       | \$859             | \$0.97           |
| 29                | Bloomfield Square                      | 1     | 900       | \$1,065           | \$1.18           |
| 30                | Auburn West                            | 1     | 800       | \$809 - \$869     | \$1.01 - \$1.09  |
| 31                | American House-Oakland                 | 1     | 590       | \$727 - \$2,494   | \$1.23 - \$4.23  |
| 32                | Auburn Village                         | 1     | 633       | \$821             | \$1.30           |
| 33                | Colonial Meadows Apts.                 | 1     | 564       | \$680 - \$707     | \$1.21 - \$1.25  |
| 35                | Club One of Auburn Hills               | 1     | 710 - 720 | \$821             | \$1.14 - \$1.16  |
| Two Bedroom Units |  |       |           |                   |                  |
| Map ID            | Project Name                           | Baths | Unit Size | Gross Rent        | \$ / Square Foot |
| 2                 | Cornerstone                            | 1     | 850       | \$785             | \$0.92           |

Project Type

|                                   |  |
|-----------------------------------|--|
| Market-rate                       | Market-rate/Tax Credit/Government-subsidized |
| Market-rate/Tax Credit            | Tax Credit                                   |
| Market-rate/Government-subsidized | Tax Credit/Government-subsidized             |
| Senior Restricted                 | Government-subsidized                        |



Vogt Strategic insights

Survey Date: January 2020

Field Survey

A-17

| Two-Bedroom Units   |  |          |               |                   |                 |
|---------------------|--|----------|---------------|-------------------|-----------------|
| Map ID              | Project Name                           | Baths    | Unit Size     | Gross Rent        | \$/Square Foot  |
| 3                   | Oakland Hills Twnhms.                  | 1        | 1,000         | \$998             | \$1.00          |
| 4                   | Lafayette Place Lofts                  | 1        | 900 - 1,300   | \$1,207 - \$1,557 | \$1.20 - \$1.34 |
| 5                   | Auburn Square                          | 2        | 1,036 - 1,318 | \$1,441 - \$1,658 | \$1.26 - \$1.39 |
| 6                   | Bloomfield Villas Apts.                | 2        | 975 - 1,000   | \$1,122 - \$1,152 | \$1.15 - \$1.15 |
| 8                   | Beacon Square Apts. & Twnhms.          | 1        | 800           | \$556 - \$984     | \$0.70 - \$1.23 |
| 9                   | Cedargate Apts.                        | 1 to 2   | 900           | \$837 - \$847     | \$0.93 - \$0.94 |
| 11                  | 30 North Lofts                         | 2        | 1,664         | \$1,681           | \$1.01          |
| 12                  | Bloomfield Hills Townhouse Cooperative | 1.5      | 1,248         | \$611             | \$0.49          |
| 13                  | Pike Street Apts.                      | 1 to 2   | 650           | \$750             | \$1.15          |
| 14                  | Cherokee Hills                         | 1        | 1,000 - 1,250 | \$865 - \$946     | \$0.76 - \$0.87 |
| 16                  | University Place Apts.                 | 1.5      | 900 - 1,000   | \$851 - \$881     | \$0.88 - \$0.95 |
| 18                  | Villas at Oakland Woods                | 2        | 1,050         | \$1,030 - \$1,360 | \$0.98 - \$1.30 |
| 20                  | Crystal Lake Apts.                     | 2        | 1,200         | \$837 - \$1,059   | \$0.70 - \$0.88 |
| 21                  | Wind Song Apts.                        | 1        | 875           | \$1,036           | \$1.18          |
|                     |  | 2        | 990 - 1,025   | \$1,121           | \$1.09 - \$1.13 |
| 22                  | Village of Oakland Woods               | 1 to 2   | 1,046 - 1,053 | \$1,132 - \$1,462 | \$1.08 - \$1.39 |
| 23                  | Oak Square Apts.                       | 1        | 1,150         | \$995             | \$0.87          |
| 24                  | Elmhaven Manor                         | 1        | 840           | \$1,084 - \$1,916 | \$1.29 - \$2.28 |
|                     |  | 2        | 1,020         | \$1,038 - \$1,986 | \$1.02 - \$1.95 |
| 25                  | Monroe Manor                           | 1        | 1,200         | \$859             | \$0.72          |
| 26                  | Auburn Heights                         | 1        | 900           | \$1,042           | \$1.16          |
| 27                  | Turtle Creek Apts.                     | 1        | 850           | \$932             | \$1.10          |
| 28                  | Woodlake Hills I & II                  | 1        | 989 - 1,000   | \$995 - \$1,139   | \$1.01 - \$1.14 |
| 29                  | Bloomfield Square                      | 1        | 1,100         | \$1,283           | \$1.17          |
| 30                  | Auburn West                            | 1 to 1.5 | 1,100 - 1,250 | \$847 - \$987     | \$0.77 - \$0.79 |
| 31                  | American House-Oakland                 | 1        | 877 - 906     | \$861 - \$2,637   | \$0.98 - \$2.91 |
|                     |  | 2        | 1,050         | \$2,787           | \$2.65          |
| 32                  | Auburn Village                         | 1        | 825           | \$961             | \$1.16          |
| 33                  | Colonial Meadows Apts.                 | 1        | 816           | \$819 - \$851     | \$1.00 - \$1.04 |
| 34                  | The Crossing at Auburn Hills           | 2        | 990           | \$1,286           | \$1.30          |
| 35                  | Club One of Auburn Hills               | 1.5      | 915           | \$869             | \$0.95          |
| Three-Bedroom Units |  |          |               |                   |                 |
| Map ID              | Project Name                           | Baths    | Unit Size     | Gross Rent        | \$/Square Foot  |
| 2                   | Cornerstone                            | 1        | 920           | \$895             | \$0.97          |
| 8                   | Beacon Square Apts. & Twnhms.          | 2        | 1,400         | \$548 - \$1,114   | \$0.39 - \$0.80 |
| 12                  | Bloomfield Hills Townhouse Cooperative | 1.5      | 1,380         | \$667             | \$0.48          |

Project Type

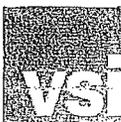
|                                   |                        |  |
|-----------------------------------|------------------------|--|
| Market-rate                       | Market-rate/Tax Credit | Market-rate/Tax Credit/Government-subsidized |
| Market-rate/Government-subsidized | Tax Credit             | Tax Credit/Government-subsidized             |
| Senior Restricted                 | Government-subsidized  |  |



| Three-Bedroom Units |                              |       |           |            |                |
|---------------------|------------------------------|-------|-----------|------------|----------------|
| Map ID              | Project Name                 | Baths | Unit Size | Gross Rent | \$/Square Foot |
| 21                  | Wind Song Apts.              | 2     | 1,200     | \$1,350    | \$1.13         |
| 27                  | Turtle Creek Apts.           | 1.5   | 1,450     | \$1,257    | \$0.87         |
| 32                  | Auburn Village               | 1.5   | 945       | \$1,146    | \$1.21         |
| 34                  | The Crossing at Auburn Hills | 2     | 1,189     | \$1,406    | \$1.18         |
| Four-Bedroom Units  |                              |       |           |            |                |
| Map ID              | Project Name                 | Baths | Unit Size | Gross Rent | \$/Square Foot |
| 3                   | Oakland Hills Twnhms.        | 2     | 2,000     | \$1,238    | \$0.62         |

Project Type

|   |  |
|---|--|
| <input checked="" type="checkbox"/> Market-rate                       | <input checked="" type="checkbox"/> Market-rate/Tax Credit/Government-subsidized |
| <input type="checkbox"/> Market-rate/Tax Credit                       | <input type="checkbox"/> Tax Credit  |
| <input checked="" type="checkbox"/> Market-rate/Government-subsidized | <input type="checkbox"/> Tax Credit/Government-subsidized                        |
| <input type="checkbox"/> Senior Restricted                            | <input type="checkbox"/> Government-subsidized                                   |

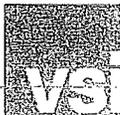


Average Gross Rent Per Square Foot

| Market Rate |        |        |          |
|-------------|--------|--------|----------|
| Unit Type   | One-Br | Two-Br | Three-Br |
| Garden      | \$1.49 | \$1.13 | \$1.17   |
| Townhouse   | \$0.70 | \$0.93 | \$0.84   |

| Tax Credit (Non-Subsidized) |        |        |          |
|-----------------------------|--------|--------|----------|
| Unit Type                   | One-Br | Two-Br | Three-Br |
| Garden                      | \$1.20 | \$1.00 | \$0.00   |
| Townhouse                   | \$0.00 | \$0.00 | \$0.76   |

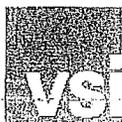
| Combined  |        |        |          |
|-----------|--------|--------|----------|
| Unit Type | One-Br | Two-Br | Three-Br |
| Garden    | \$1.46 | \$1.12 | \$1.17   |
| Townhouse | \$0.70 | \$0.93 | \$0.83   |



## Tax Credit Units

| Studio Units      |                               |       |               |       |      |                |
|-------------------|-------------------------------|-------|---------------|-------|------|----------------|
| Map ID            | Project Name                  | Units | Square Feet   | Baths | %AMI | Collected Rent |
| 31                | American House-Oakland        | 10    | 450           | 1     | 50%  | \$619          |
| One-Bedroom Units |                               |       |               |       |      |                |
| Map ID            | Project Name                  | Units | Square Feet   | Baths | %AMI | Collected Rent |
| 8                 | Beacon Square Apts. & Twnhms. | 2     | 690           | 1     | 20%  | \$207          |
| 8                 | Beacon Square Apts. & Twnhms. | 2     | 690           | 1     | 25%  | \$287          |
| 8                 | Beacon Square Apts. & Twnhms. | 4     | 690           | 1     | 30%  | \$343          |
| 8                 | Beacon Square Apts. & Twnhms. | 2     | 690           | 1     | 35%  | \$412          |
| 8                 | Beacon Square Apts. & Twnhms. | 2     | 690           | 1     | 40%  | \$476          |
| 20                | Crystal Lake Apts.            | 7     | 900           | 1     | 50%  | \$606          |
| 15                | Phoenix Place Apts.           | 100   | 543           | 1     | 45%  | \$615          |
| 33                | Colonial Meadows Apts.        | 9     | 564           | 1     | 50%  | \$647          |
| 31                | American House-Oakland        | 15    | 590           | 1     | 50%  | \$658          |
| 33                | Colonial Meadows Apts.        | 42    | 564           | 1     | 60%  | \$674          |
| 15                | Phoenix Place Apts.           | 90    | 543           | 1     | 50%  | \$687          |
| 8                 | Beacon Square Apts. & Twnhms. | 13    | 690           | 1     | 60%  | \$751          |
| 24                | Elmhaven Manor                | 28    | 600           | 1     | 60%  | \$827          |
| 15                | Phoenix Place Apts.           | 10    | 543           | 1     | 60%  | \$830          |
| Two-Bedroom Units |                               |       |               |       |      |                |
| Map ID            | Project Name                  | Units | Square Feet   | Baths | %AMI | Collected Rent |
| 8                 | Beacon Square Apts. & Twnhms. | 1     | 800           | 1     | 30%  | \$469          |
| 20                | Crystal Lake Apts.            | 22    | 1,200         | 2     | 50%  | \$757          |
| 33                | Colonial Meadows Apts.        | 7     | 816           | 1     | 50%  | \$773          |
| 31                | American House-Oakland        | 8     | 877 - 906     | 1     | 50%  | \$774          |
| 33                | Colonial Meadows Apts.        | 24    | 816           | 1     | 60%  | \$805          |
| 8                 | Beacon Square Apts. & Twnhms. | 2     | 800           | 1     | 60%  | \$897          |
| 22                | Village of Oakland Woods      | 32    | 1,046 - 1,053 | 1 - 2 | 60%  | \$950          |
| 18                | Villas at Oakland Woods       | 34    | 1,050         | 2     | 60%  | \$950          |
| 24                | Elmhaven Manor                | 3     | 1,020         | 2     | 60%  | \$951          |
| 24                | Elmhaven Manor                | 12    | 840           | 1     | 60%  | \$997          |
| Three-Bedroom     |                               |       |               |       |      |                |
| Map ID            | Project Name                  | Units | Square Feet   | Baths | %AMI | Collected Rent |
| 8                 | Beacon Square Apts. & Twnhms. | 1     | 1,400         | 2     | 30%  | \$441          |
| 8                 | Beacon Square Apts. & Twnhms. | 11    | 1,400         | 2     | 60%  | \$1,007        |

♦ - Senior Restricted



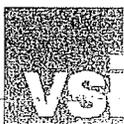
Vogt Strategic  
Insights

Survey Date: January 2020

Field Survey A-251

| Summary of Occupancies By Bedroom Type and AMHI Level |           |          |               |             |          |               |             |          |               |               |          |               |              |        |          |            |          |               |
|---|-----------|----------|---------------|-------------|----------|---------------|-------------|----------|---------------|---------------|----------|---------------|--------------|--------|----------|------------|----------|---------------|
| AMHI Level  | Studio    |          |               | One Bedroom |          |               | Two Bedroom |          |               | Three Bedroom |          |               | Four Bedroom |        |          | Total      |          |               |
|   | Units     | Vacant   | Occ-Rate      | Units       | Vacant   | Occ-Rate      | Units       | Vacant   | Occ-Rate      | Units         | Vacant   | Occ-Rate      | Units        | Vacant | Occ-Rate | Units      | Vacant   | Occ-Rate      |
| 20%   |           |          |               | 2           | 0        | 100.0%        |             |          | 0.0%          |               |          |               |              |        |          | 2          | 0        | 100.0%        |
| 25%   |           |          |               | 2           | 0        | 100.0%        |             |          | 0.0%          |               |          |               |              |        |          | 2          | 0        | 100.0%        |
| 30%   |           |          |               | 4           | 0        | 100.0%        | 1           | 0        | 100.0%        | 1             | 0        | 100.0%        |              |        |          | 6          | 0        | 100.0%        |
| 35%   |           |          |               | 2           | 0        | 100.0%        |             |          | 0.0%          |               |          |               |              |        |          | 2          | 0        | 100.0%        |
| 40%   |           |          |               | 2           | 0        | 100.0%        |             |          | 0.0%          |               |          |               |              |        |          | 2          | 0        | 100.0%        |
| 50%   | 10        | 0        | 100.0%        | 31          | 0        | 100.0%        | 37          | 0        | 100.0%        |               |          |               |              |        |          | 78         | 0        | 100.0%        |
| 60%   |           |          |               | 83          | 0        | 100.0%        | 107         | 0        | 100.0%        | 11            | 0        | 100.0%        |              |        |          | 201        | 0        | 100.0%        |
| <b>Total</b>  | <b>10</b> | <b>0</b> | <b>100.0%</b> | <b>126</b>  | <b>0</b> | <b>100.0%</b> | <b>145</b>  | <b>0</b> | <b>100.0%</b> | <b>12</b>     | <b>0</b> | <b>100.0%</b> |              |        |          | <b>293</b> | <b>0</b> | <b>100.0%</b> |

\* - Senior Restricted



Vogt Strategic Insights

Survey Date: January 2020

Field Survey

A-22

## Quality Rating

| Market-Rate Projects and Units |          |             |              |             |         |         |          |         |
|--------------------------------|----------|-------------|--------------|-------------|---------|---------|----------|---------|
| Quality Rating                 | Projects | Total Units | Vacancy Rate | Median Rent |         |         |          |         |
|                                |          |             |              | Studios     | One-Br  | Two-Br  | Three-Br | Four-Br |
| A                              | 2        | 287         | 4.2%         |             | \$1,598 | \$1,286 | \$1,406  |         |
| B+                             | 8        | 1,071       | 1.8%         | \$2,015     | \$957   | \$1,042 | \$1,257  | \$1,238 |
| B                              | 7        | 1,124       | 2.1%         | \$450       | \$821   | \$961   | \$1,146  |         |
| B-                             | 3        | 264         | 2.3%         | \$565       | \$752   | \$865   |          |         |
| C                              | 3        | 500         | 3.8%         |             | \$921   | \$785   | \$1,350  |         |
| C-                             | 1        | 64          | 4.7%         | \$539       | \$618   | \$859   |          |         |
| N.A.                           | 3        | 839         | 0.0%         | \$837       | \$578   | \$1,122 | \$667    |         |

| Market-Rate Units by Bedroom Type and Quality Rating |                    |        |        |          |         |                |        |          |         |
|--|--------------------|--------|--------|----------|---------|----------------|--------|----------|---------|
| Quality Rating                                       | Garden Style Units |        |        |          |         | Townhome Units |        |          |         |
|  | Studios            | One-Br | Two-Br | Three-Br | Four-Br | One-Br         | Two-Br | Three-Br | Four-Br |
| A  |                    | 85     | 91     | 111      |         |                |        |          |         |
| B+   | 2                  | 339    | 455    |          |         |                | 233    | 40       | 2       |
| B  | 4                  | 506    | 439    |          |         |                | 100    | 75       |         |
| B-   | 17                 | 157    | 90     |          |         |                |        |          |         |
| C  |                    | 76     | 152    | 46       |         |                | 200    | 26       |         |
| C-   | 29                 | 34     | 1      |          |         |                |        |          |         |
| N.A.   | 41                 | 39     | 479    |          |         | 94             | 93     | 93       |         |



Quality Rating

| Tax Credit Projects and Units |          |             |              |                   |        |         |          |         |
|-------------------------------|----------|-------------|--------------|-------------------|--------|---------|----------|---------|
| Quality Rating                | Projects | Total Units | Vacancy Rate | Median Gross Rent |        |         |          |         |
|                               |          |             |              | Studios           | One-Br | Two-Br  | Three-Br | Four-Br |
| A                             | 1        | 43          | 0.0%         |                   | \$896  | \$1,084 |          |         |
| B+                            | 5        | 210         | 0.0%         | \$679             | \$707  | \$1,030 |          |         |
| B                             | 1        | 40          | 0.0%         |                   | \$820  | \$556   | \$1,114  |         |

| Tax Credit Units by Bedroom, Type and Quality Rating |                    |        |        |          |         |                |        |          |         |
|--|--------------------|--------|--------|----------|---------|----------------|--------|----------|---------|
| Quality Rating                                       | Garden Style Units |        |        |          |         | Townhome Units |        |          |         |
|  | Studios            | One-Br | Two-Br | Three-Br | Four-Br | One-Br         | Two-Br | Three-Br | Four-Br |
| A  |                    | 28     | 15     |          |         |                |        |          |         |
| B+   | 10                 | 73     | 127    |          |         |                |        |          |         |
| B  |                    | 25     | 3      |          |         |                |        | 12       |         |



Year Built

| Market-rate and Non-Subsidized Tax Credit |           |              |           |              |              |               |
|---|-----------|--------------|-----------|--------------|--------------|---------------|
| Year Range                                | Projects  | Units        | Vacant    | Vacancy Rate | Total Units  | Distribution  |
| Before 1970                               | 7         | 917          | 17        | 1.9%         | 917          | 20.6%         |
| 1970 to 1979                              | 8         | 1,671        | 33        | 2.0%         | 2,588        | 37.6%         |
| 1980 to 1989                              | 4         | 392          | 4         | 1.0%         | 2,980        | 8.8%          |
| 1990 to 1999                              | 6         | 1,115        | 26        | 2.3%         | 4,095        | 25.1%         |
| 2000 to 2009                              | 2         | 204          | 3         | 1.5%         | 4,299        | 4.6%          |
| 2010                                      | 0         | 0            | 0         | 0.0%         | 4,299        | 0.0%          |
| 2011                                      | 0         | 0            | 0         | 0.0%         | 4,299        | 0.0%          |
| 2012                                      | 1         | 46           | 0         | 0.0%         | 4,345        | 1.0%          |
| 2013                                      | 0         | 0            | 0         | 0.0%         | 4,345        | 0.0%          |
| 2014                                      | 1         | 97           | 0         | 0.0%         | 4,442        | 2.2%          |
| 2015                                      | 0         | 0            | 0         | 0.0%         | 4,442        | 0.0%          |
| 2016                                      | 0         | 0            | 0         | 0.0%         | 4,442        | 0.0%          |
| 2017                                      | 0         | 0            | 0         | 0.0%         | 4,442        | 0.0%          |
| 2018                                      | 0         | 0            | 0         | 0.0%         | 4,442        | 0.0%          |
| 2019*                                     | 0         | 0            | 0         | 0.0%         | 4,442        | 0.0%          |
| <b>Total</b>                              | <b>29</b> | <b>4,442</b> | <b>83</b> | <b>1.9%</b>  | <b>4,442</b> | <b>100.0%</b> |

Year Renovated

| Market-rate and Non-Subsidized Tax Credit |           |              |           |              |              |               |
|---|-----------|--------------|-----------|--------------|--------------|---------------|
| Year Range                                | Projects  | Units        | Vacant    | Vacancy Rate | Total Units  | Distribution  |
| Before 1970                               | 0         | 0            | 0         | 0.0%         | 0            | 0.0%          |
| 1970 to 1979                              | 0         | 0            | 0         | 0.0%         | 0            | 0.0%          |
| 1980 to 1989                              | 0         | 0            | 0         | 0.0%         | 0            | 0.0%          |
| 1990 to 1999                              | 0         | 0            | 0         | 0.0%         | 0            | 0.0%          |
| 2000 to 2009                              | 8         | 975          | 6         | 0.6%         | 975          | 29.7%         |
| 2010                                      | 1         | 240          | 9         | 3.8%         | 1,215        | 7.3%          |
| 2011                                      | 0         | 0            | 0         | 0.0%         | 1,215        | 0.0%          |
| 2012                                      | 0         | 0            | 0         | 0.0%         | 1,215        | 0.0%          |
| 2013                                      | 0         | 0            | 0         | 0.0%         | 1,215        | 0.0%          |
| 2014                                      | 1         | 235          | 0         | 0.0%         | 1,450        | 7.1%          |
| 2015                                      | 4         | 979          | 23        | 2.3%         | 2,429        | 29.8%         |
| 2016                                      | 4         | 579          | 9         | 1.6%         | 3,008        | 17.6%         |
| 2017                                      | 0         | 0            | 0         | 0.0%         | 3,008        | 0.0%          |
| 2018                                      | 0         | 0            | 0         | 0.0%         | 3,008        | 0.0%          |
| 2019*                                     | 1         | 280          | 0         | 0.0%         | 3,288        | 8.5%          |
| <b>Total</b>                              | <b>19</b> | <b>3,288</b> | <b>47</b> | <b>1.4%</b>  | <b>3,288</b> | <b>100.0%</b> |

Note: The upper table (Year Built) includes all of the units included in the lower table.

\* As of January 2020



Vogt Strategic  
Insights

Survey Date: January 2020

Field Survey: 7/25/20

Appliances and Unit Amenities

| Appliances           |          |         |       |
|----------------------|----------|---------|-------|
| Appliance            | Projects | Percent | Units |
| Range                | 29       | 100.0%  | 4,442 |
| Refrigerator         | 29       | 100.0%  | 4,442 |
| Icemaker             | 1        | 3.4%    | 46    |
| Dishwasher           | 22       | 75.9%   | 3,552 |
| Disposal             | 24       | 82.8%   | 3,914 |
| Microwave            | 7        | 24.1%   | 972   |
| Pantry               | 2        | 6.9%    | 285   |
| Unit Amenities       |          |         |       |
| Amenity              | Projects | Percent | Units |
| AC - Central         | 18       | 62.1%   | 2,974 |
| AC - Window          | 11       | 37.9%   | 1,468 |
| Floor Covering       | 29       | 100.0%  | 4,442 |
| Washer/Dryer         | 10       | 34.5%   | 1,529 |
| Washer/Dryer Hook-Up | 16       | 55.2%   | 2,624 |
| Patio/Deck/Balcony   | 21       | 72.4%   | 3,211 |
| Ceiling Fan          | 11       | 37.9%   | 1,964 |
| Fireplace            | 0        | 0.0%    |       |
| Basement             | 5        | 17.2%   | 920   |
| Security             | 6        | 20.7%   | 1,006 |
| Window Treatments    | 28       | 96.6%   | 4,396 |
| Furnished Units      | 0        | 0.0%    |       |
| Storage              | 4        | 13.8%   | 1,020 |
| Walk-In Closets      | 8        | 27.6%   | 1,526 |

\* - Does not include units where appliances/amenities are optional; Only includes market-rate or non-government subsidized Tax Credit.



Project Amenities

| Project Amenities        |          |         |       |
|--------------------------|----------|---------|-------|
| Amenity                  | Projects | Percent | Units |
| Pool                     | 12       | 41.4%   | 2,745 |
| On-site Mangement        | 28       | 96.6%   | 4,418 |
| Laundry                  | 18       | 62.1%   | 2,402 |
| Clubhouse                | 10       | 34.5%   | 2,033 |
| Community Space          | 16       | 55.2%   | 2,568 |
| Fitness Center           | 12       | 41.4%   | 2,284 |
| Hot Tub/Sauna            | 1        | 3.4%    | 462   |
| Playground               | 7        | 24.1%   | 1,936 |
| Computer/Business Center | 4        | 13.8%   | 562   |
| Sports Court(s)          | 5        | 17.2%   | 1,416 |
| Storage                  | 2        | 6.9%    | 400   |
| Water Features           | 1        | 3.4%    | 144   |
| Elevator                 | 5        | 17.2%   | 453   |
| Security                 | 10       | 34.5%   | 1,409 |
| Car Wash Area            | 0        | 0.0%    |       |
| Outdoor Areas            | 7        | 24.1%   | 1,221 |
| Services                 | 5        | 17.2%   | 473   |
| Community Features       | 6        | 20.7%   | 595   |
| Library/DVD Library      | 0        | 0.0%    |       |
| Movie Theater            | 3        | 10.3%   | 493   |



Utility Distribution

| Utility (Responsibility) | Number of Projects | Number of Units | Distribution of Units |
|--------------------------|--------------------|-----------------|-----------------------|
| <b>Heat</b>              |                    |                 |                       |
| <b>Landlord</b>          |                    |                 |                       |
| Electric                 | 1                  | 60              | 1.1%                  |
| Gas                      | 13                 | 2,127           | 38.1%                 |
| <b>Tenant</b>            |                    |                 |                       |
| Electric                 | 7                  | 1,457           | 26.1%                 |
| Gas                      | 16                 | 1,935           | 34.7%                 |
|                          |                    |                 | 100.0%                |
| <b>Cooking Fuel</b>      |                    |                 |                       |
| <b>Landlord</b>          |                    |                 |                       |
| Electric                 | 4                  | 306             | 5.5%                  |
| Gas                      | 6                  | 1,252           | 22.4%                 |
| <b>Tenant</b>            |                    |                 |                       |
| Electric                 | 25                 | 3,811           | 68.3%                 |
| Gas                      | 2                  | 210             | 3.8%                  |
|                          |                    |                 | 100.0%                |
| <b>Hot Water</b>         |                    |                 |                       |
| <b>Landlord</b>          |                    |                 |                       |
| Electric                 | 1                  | 60              | 1.1%                  |
| Gas                      | 15                 | 2,391           | 42.9%                 |
| <b>Tenant</b>            |                    |                 |                       |
| Electric                 | 8                  | 1,508           | 27.0%                 |
| Gas                      | 13                 | 1,620           | 29.0%                 |
|                          |                    |                 | 100.0%                |
| <b>Electric</b>          |                    |                 |                       |
| Landlord                 | 5                  | 370             | 6.6%                  |
| Tenant                   | 32                 | 5,209           | 93.4%                 |
|                          |                    |                 | 100.0%                |
| <b>Water</b>             |                    |                 |                       |
| Landlord                 | 34                 | 4,725           | 84.7%                 |
| Tenant                   | 3                  | 854             | 15.3%                 |
|                          |                    |                 | 100.0%                |
| <b>Sewer</b>             |                    |                 |                       |
| Landlord                 | 34                 | 4,725           | 84.7%                 |
| Tenant                   | 3                  | 854             | 15.3%                 |
|                          |                    |                 | 100.0%                |
| <b>Trash Pick Up</b>     |                    |                 |                       |
| Landlord                 | 35                 | 5,187           | 93.0%                 |
| Tenant                   | 2                  | 392             | 7.0%                  |
|                          |                    |                 | 100.0%                |



Utility Allowance

| Br | Unit Type | Heating |          |       |       | Hot Water |          | Cooking |          | Electric | Water | Sewer | Trash | Cable |
|----|-----------|---------|----------|-------|-------|-----------|----------|---------|----------|----------|-------|-------|-------|-------|
|    |           | Gas     | Electric | Steam | Other | Gas       | Electric | Gas     | Electric |          |       |       |       |       |
| 0  | Garden    | \$28    | \$35     |       | \$59  | \$4       | \$16     | \$2     | \$6      | \$22     | \$17  | \$26  | \$16  | \$20  |
| 1  | Garden    | \$31    | \$39     |       | \$70  | \$5       | \$19     | \$2     | \$7      | \$26     | \$18  | \$29  | \$16  | \$20  |
| 1  | Townhouse | \$31    | \$39     |       | \$70  | \$5       | \$19     | \$2     | \$7      | \$26     | \$18  | \$29  | \$16  | \$20  |
| 2  | Garden    | \$34    | \$50     |       | \$82  | \$7       | \$27     | \$3     | \$10     | \$36     | \$31  | \$48  | \$16  | \$20  |
| 2  | Townhouse | \$34    | \$50     |       | \$82  | \$7       | \$27     | \$3     | \$10     | \$36     | \$31  | \$48  | \$16  | \$20  |
| 3  | Garden    | \$38    | \$61     |       | \$93  | \$10      | \$35     | \$4     | \$13     | \$46     | \$49  | \$76  | \$16  | \$20  |
| 3  | Townhouse | \$38    | \$61     |       | \$93  | \$10      | \$35     | \$4     | \$13     | \$46     | \$49  | \$76  | \$16  | \$20  |
| 4  | Garden    | \$41    | \$72     |       | \$105 | \$12      | \$44     | \$5     | \$16     | \$56     | \$67  | \$105 | \$16  | \$20  |
| 4  | Townhouse | \$41    | \$72     |       | \$105 | \$12      | \$44     | \$5     | \$16     | \$56     | \$67  | \$105 | \$16  | \$20  |

MI-Region D (1/2020)



**#16**

**SPECIAL REPORT  
FROM THE  
MAYOR**



**MAYOR DEIRDRE WATERMAN**

# **NOTICE OF COVID-19 EMERGENCY**

**The City of Pontiac is in a State of Emergency. City Hall is now closed to the public. For questions and information about City services, please call (248) 758-3000, or obtain the latest information on the City's website at:**

**[www.pontiac.mi.us](http://www.pontiac.mi.us)**

**Information is also available at the following  
City Facebook pages:**

**<https://facebook.com/pontiaccityhall>**

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

**<https://facebook.com/pontiacyouth>**

**<https://facebook.com/pontiacbowenseniorcenter>**

**<https://facebook.com/pontiacruthpetersonseniorcenter>**



**DR. DEIRDRE WATERMAN**  
**MAYOR**  
**CITY OF PONTIAC**

March 13, 2020

At this time, the city is under a Declaration of Emergency, which, by my authority as mayor, I announced on March 13, 2020. A copy has been forwarded to the appropriate officials including City Council. By this declaration we:

1. Effectively closed the Senior Centers and Youth Recreation Center except for delivery of "grab and go" meals.
2. Activated the Emergency Operation Support Team
3. Consulted with health and emergency officials at the federal, state and local levels.
4. Instituted safety and social distancing procedures as advised and/or ordered by Governor Whitmer and County Executive Coulter and the CDC.
5. Broadcast PSAs and used other city social media networks to regularly update and advise the public
6. Worked with our Department and Division heads to assure the safety of our staffs and visiting public by checking to insure they were adhering to safety guidelines as published by expert resources including all I have mentioned above. We have drafted contingency plans should more restrictive measures be recommended and necessary, up to and including the closure of City Hall. Any contingency plans, of course, must include the provision to provide essential services.
7. I also have connected you with our City Attorney and IT Department to choose from the alternatives to conduct OMA controlled City Council meetings, if necessary.

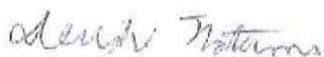
In addition to the above, we are consulting with appropriate officials to determine the necessity of implementing stringent measures.

47450 Woodward Avenue • Pontiac, Michigan 48342  
Direct: (248) 758-3181 • Appointments: (248) 758-3326 • Fax: (248) 758-3292  
E-mail: [DWaterman@pontiac.mi.us](mailto:DWaterman@pontiac.mi.us) • [www.pontiac.mi.us](http://www.pontiac.mi.us)  
<https://www.facebook.com/pontiacmayor/>

I intended to give an updated report of the city's COVID-19 emergency measures at the Council meeting that was cancelled this evening but would be happy to supplement this letter with a personal meeting if you request.

Deputy Mayor will forward you the other documents that I have referred to in this letter. You will also see that our city website contains many of the up to date postings that we have made available. Other than the City Clerk's office, all other department offices are following our emergency protocols. I know Deputy Mayor has been in contact with the Interim City Clerk about his singular closure of that office.

Regards,



Dr. Deirdre Waterman  
Mayor

DW/mb



DR. DEIRDRE WATERMAN  
MAYOR  
CITY OF PONTIAC

**DECLARATION OF LOCAL "STATE OF EMERGENCY"**

To: David Coulter, County Executive, Oakland County  
To: Thomas Hardesty, Oakland County Homeland Security  
Division Manager, Emergency Management Coordinator

The City of Pontiac has been working with local, state, and federal officials, healthcare and emergency management experts, and various state agencies to prepare for and immediately respond to the potential spread of COVID-19, a communicable disease and public health threat.

The anticipated effects of COVID-19 constitute a public disaster and emergency, and may include widespread and severe damage, injury or loss of life to persons, and closure or loss of businesses and property. The City of Pontiac is currently suffering substantial and long-term effect to its businesses, schools, and residents, and that effect is anticipated to worsen.

Therefore, as Mayor of Pontiac, in accordance with Section 10 of 1976 PA 390, as amended, I hereby declare that a "state of emergency" exists within our jurisdiction as of March 13, 2020, and direct and ask that all resources are sought and applied to render appropriate assistance to prepare for this event, to alleviate any conditions resulting from the situation, and to implement recovery and mitigation operations and activities so as to return impacted areas to pre-event conditions, to the fullest extent possible. The response and recovery elements of our emergency operations plan have been activated.

Authorized by: Dr. Deirdre Waterman, Mayor

Signature: *Deirdre Waterman*

Submission date: March 13, 2020

47450 Woodward Avenue • Pontiac, Michigan 48342  
Direct: (248) 758-3181 • Appointments: (248) 758-3326 • Fax: (248) 758-3292  
E-mail: DWaterman@pontiac.mi.us • www.pontiac.mi.us  
<https://www.facebook.com/pontiacmayor/>



## **City of Pontiac**

### **Pontiac Youth Recreation & Enrichment Center (PYREC) and Programs Cancelled Until Further Notice**

To minimize the potential exposure to our residents and staff to the Coronavirus, also known as COVID-19; the City of Pontiac's PYREC facilities and programs have been cancelled until further notice. Administration will meet on Monday, March 16, 2020 to re-evaluate the status of this issue and determine future actions. For the latest updates regarding PYREC services, residents are advised to closely monitor either the City's website at [www.pontiac.mi.us](http://www.pontiac.mi.us), or Facebook pages at:

- <https://www.facebook.com/pontiaccityhall>
- <https://www.facebook.com/pontiacyouth>
- <https://www.facebook.com/pontiacmayor>

Snacks and meals will be available for eligible participants under the age of 18 at the Center for pick-up between the hours of 4:00 PM and 5:00 PM. The PYREC center is located at 825 Golf Drive, Pontiac, MI 48341. For questions, Center Staff may be reached at (248) 758-3400.

###

# CORONAVIRUS DISEASE 2019 (COVID-19)

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The Michigan Department of Health and Human Services (MDHHS) is working closely with healthcare providers, local public health departments, and the Centers for Disease Control and Prevention (CDC) to actively monitor any potential cases of Coronavirus Disease 2019 (COVID-19) in Michigan. MDHHS will update information as it becomes available at: [Michigan.gov/Coronavirus](https://Michigan.gov/Coronavirus).

## **What is COVID-19?**

COVID-19 is a virus strain that has only spread in people since December 2019. Health experts are concerned because little is known about this new virus and it has the potential to cause severe illness and pneumonia.

## **How does COVID-19 spread?**

Health experts are still learning the details about how this new coronavirus spreads. The virus is thought to spread mainly from person-to-person:

- Between people who are in close contact (within about 6 feet) with an ill person, and
- Through respiratory droplets produced when an infected person coughs or sneezes.
- It also may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it, then touching their mouth, nose or eyes.

## **What are the symptoms of COVID-19?**

People who have been diagnosed with COVID-19 have reported symptoms that may appear in as few as two days or as long as 14 days after exposure to the virus:



Fever



Cough



Difficulty Breathing

[Michigan.gov/Coronavirus](https://Michigan.gov/Coronavirus)

### Who is at risk for COVID-19?

At this time, most people in the U.S. will have little immediate risk of exposure to this virus. To minimize the risk of spread, health officials are working with healthcare providers to promptly identify and evaluate any suspected cases.

It is important to remember that stigma and discrimination occur when people associate an infectious disease, such as COVID-19, with a population or nationality. COVID-19 does not target people from specific populations, ethnicities, or racial backgrounds.

### How can I protect myself from getting COVID-19?

If you are traveling overseas (to China but also to other places) follow the CDC's guidance: [CDC.gov/Travel](https://www.cdc.gov/travel).

Right now, there are no additional precautions recommended for the general public. Steps you can take to prevent spread of flu and the common cold will also help prevent COVID-19:



Wash your hands often with soap and water. If not available, use hand sanitizer.



Avoid touching your eyes, nose or mouth with unwashed hands.



Cover your mouth and nose with a tissue when coughing.



Avoid contact with people who are sick.



Stay home if you are sick, and contact your healthcare provider.

### How is COVID-19 treated?

There are no medications specifically approved for coronavirus. People infected with COVID-19 should receive supportive care to help relieve symptoms. For severe cases, treatment should include care to support vital organ functions.

#### COVID-19 Information Updates:

Centers for Disease Control and Prevention: [CDC.gov/Coronavirus](https://www.cdc.gov/Coronavirus)

Michigan Department of Health and Human Services: [Michigan.gov/Coronavirus](https://www.michigan.gov/Coronavirus)

Thank you to Public Health - Seattle & King County for significant contributions to this document.

3/5/2020



# COVID-19 ADVISORY



Unique Food Management

## CITY WILL PROVIDE MEALS FOR SENIORS

### Effective 3-16-2020

DUE TO THE CORONAVIRUS OUTBREAK THE CITY OF PONTIAC IN CONJUNCTION WITH MEALS ON WHEELS WILL BE PROVIDING PICK UP MEALS FOR ALL SENIOR CITIZENS.

#### Locations:

**BOWENS SENIOR CENTER 52 BAGLEY ST. PONTIAC, MI.**

MONDAY THRU FRIDAY FROM 11:30 AM UNTIL 1:00 PM AND AGAIN AT 4PM TIL 5:30

ALSO

**RUTH PETERSON SENIOR CENTER 990 JOSLYN RD. PONTIAC, MI.**

MONDAY THRU FRIDAY FROM 11:30 AM UNTIL 1:00 PM AND AGAIN AT 4PM TIL 5:30

**PICK UP ONLY! YOU ARE ELIGIBLE TO PICK UP 2 MEALS ONCE PER DAY, IN ORDER TO SERVE AS MANY SENIORS AS POSSIBLE.**

**THANK YOU**

**MAYOR DEIRDRE WATERMAN**



Dr. Beirdre Waterman  
Mayor

## HELP PREVENT THE SPREAD OF THE **CORONA VIRUS: COVID-19**

The health and well-being of our community is of paramount importance to the City. Thank you for your patience and support as new information about the Coronavirus (COVID-19) is continuously being shared by health officials.

We encourage everyone to take precautions to prevent the spread of this infectious disease. Person-to-person transmittal is occurring though it's unclear how easily this virus is spreading between people at this time. Signs and symptoms of this illness include fever, cough, and difficulty breathing.



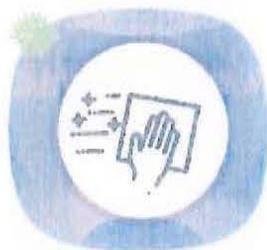
**Wash Your Hands Often With  
Soap And Water**



**Avoid touching your eyes,  
nose, and mouth.**



**Cover your cough or sneeze  
with a tissue**



**Disinfect frequently touched  
objects and surfaces.**



**Avoid close contact with people  
who are sick.**



**Stay home if you are sick,  
except to get medical care.**

Information about this outbreak is changing rapidly.  
The latest information is available at [Pontiac.MI.US/Coronavirus](http://Pontiac.MI.US/Coronavirus)  
and [CDC.gov/Coronavirus](http://CDC.gov/Coronavirus). If you are experiencing symptoms, please  
avoid contact with others and seek medical attention immediately.



Dr. Deirdre Waterman  
Mayor

**In the outbreak of the Coronavirus pandemic (COVID-19), there are things we can each do individually to protect our co-workers, the public and ourselves.**

**Here is a list of ways to prevent spreading germs in an office environment.**

1. Use clean cloths/wipes when disinfecting.
2. Be sure to wipe spigots from machines that dispense water (people who fill water bottles should not allow the mouth of the bottle to touch the spigot, but it happens and germs will remain on the spigot).
3. Have plenty of disinfectant wipes available for use to clean and disinfect frequently used objects and surfaces, such as:
  - Microwave buttons
  - Refrigerator door edges and handle
  - Cupboard door handles and edges
  - File cabinet handles
  - Phones; handset and base
  - Computer keyboard
  - Elevator buttons inside and outside
  - Common Areas; arm chairs, reception phones, computer
  - Community shared items, coffee pot handle, water fountain buttons, vending machine buttons and doors, etc.
  - Entry door(s) handles and bar
  - Buzzers, bells or any other forms of notification in order to enter an area
4. Wash hands frequently with an antibacterial soap.
5. Lysol disinfectant spray; germs from a cough or sneeze can travel 6 feet.



## **Pontiac Area Health Care Facilities**

### **If you have symptoms:**

If you have symptoms of dry cough, cold or fever, **first** contact your primary care physician. Describe your symptoms to your doctor who can give you further instructions.

### **Emergency Rooms / Hospitals**

#### **McLaren Hospital**

50 N. Perry Street  
248-338-5000  
24 Hr.

#### **Online Doctor:**

[mclaren.org/main/mclaren-now-virtual-visit](http://mclaren.org/main/mclaren-now-virtual-visit)  
To Begin your online visit follow prompts beginning with  
"Start Your Visit Now"

#### **St. Joseph Mercy**

44405 Woodward Ave.  
248-858-3000  
24 Hr.

### **Urgent Care Facilities**

#### **Medpost Urgent Care**

2274 S. Telegraph Rd.  
Bloomfield  
248-451-0933  
7 days a week, 8 AM – 8 PM

#### **Elizabeth Lake Urgent Care**

2446 Elizabeth Lake Rd.  
Waterford  
248-309-3344  
7 days a week, 8 AM - 8 PM

#### **Healing Hands Urgent Care**

2157 Orchard Lake  
Sylvan Lake  
248-857-7878  
M-F, 9 AM – 9PM  
Sat. & Sun., 9 AM – 3 PM