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

NOTICE OF PONTIAC CITY COUNCIL MEETING May 5, 2020 at 6:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a study session on May 5, 2020 at 6:00 p.m. This meeting will be held electronically pursuant to the Open Meetings Act and Governor Whitmer's Executive Order 2020-59. The agenda of the study session is attached Pursuant to Executive Order 2020-59, the Pontiac City Council gives notice of the following:

- 1. Reason for Electronic Meeting. The Pontiac City Council is meeting electronically because Executive Order 2020-59 requires that City Hall be closed to the public on the date of the meeting. Therefore, the public cannot be physically present and provide comment in City Hall.
- 2. <u>Procedures.</u> The public may view the meeting electronically through the following method.

http://pontiac.mi.us/council/pontiacty/index.php

- 3. <u>Public Comment.</u> For individuals who desire to make a public comment, please submit your name and comment in writing to <u>publiccomments@pontiac.mi.us</u> no later than 5:30 p.m. on May 5, 2020. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.
- 4. Persons with Disabilities. Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or clerk@pontiac.mi.us at least 24 hours in advance of the meeting.

Dated 5-1-2020, 5:00 p.m.

Garland S. Doyle, Interim City Clerk City of Pontiac 47450 Woodward Ave. Pontiac, MI 48342 Phone: (248) 758-3200

PONTIAC CITY COUNCIL

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



Patrice Waterman, District 1
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

STUDY SESSION
May 5, 2020
6:00 P.M.
151st Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. April 28, 2020

Public Comment

Interviews

City Council

District 2 Vacancy
 Laurie Bishop
 Brenda Causey-Mitchell
 Gill Garrett
 Megan Shramski
 Coleman Yoakum

Agenda Items

City Clerk

3. Resolution to approve a budget amendment for fiscal year 2019/2020 to establish the following accounts in Medical Marihuana Applications Dept (255) account 101-255-728.000 postage; account 101-255-731.003 computer equipment; account 101-255-804.001 legal services- Legal Advisor to the City Clerk; account 101-255-816.011 Prof Serv- Planning Advisor to the City Clerk; account 101-255-902.005 public notices; account 101-255-942.002 copier supplies; transfer \$32,300.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following accounts: 101-255.728.000 postage \$100; 101-255-731.003 computer equipment \$100; 101-255-804.001 Prof Serv Legal Services- Legal Advisor to the City Clerk \$16,000; 101-255-816.011 Prof Serv Planning Advisor to the City Clerk \$15,000.00; 101-255-902.005 public

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Website: http://pontiaccityclerk.com

notices \$1,000; and 101-255-942.002 copier supplies \$100.

- 4. Resolution to approve the agreement between the City and Kirk, Huth, Lange and Badalamenti, PLC to serve as the Professional Expert-Legal Advisor to the City Clerk at a cost no to exceed \$85,000.00 and authorize the Mayor to sign the agreement.
- 5. Resolution to approve the agreement between the City and Giffels Webster to serve as the Professional Expert-Planning Advisor to the City Clerk at a cost not to exceed \$75,000.00 and authorize the Mayor to sign the agreement.
- 6. Resolution to approve the agreement between the City and Grewal Law PLLC to serve as the Hearing Officer in accordance with Ordinance 2357 (B) City of Pontiac Medical Marihuana Facilities Ordinance at a cost not to exceed \$45,000 and authorize the Mayor to sign the agreement.

Department of Public Works (DPW)

- 7. An Ordinance to Amend City Ordinance, Chapter 114, *Traffic and Vehicles*, Article VI, Snow Emergency Routes (First Reading)
- 8. Resolution to approve the Annual Michigan Department of Transportation (MDOT) Act 51 Map Report as prepared by Dan Ringo, Interim DPW Director, adding Vanguard Drive, which title was acquired by the City on July 25, 2019, that: (1.) the center line of said street is described as: ROAD CENTERLINE DESCRIPTION - VANGUARD DRIVE (60FT R.O.W.) Part of the South 1/2 of Section 19, T.3N., R.10E, City of Pontiac, Oakland County, Michigan being more particularly described as: A 60-Foot R.O.W. who's centerline is described as commencing at the Southwest corner of said Section 19, said point being Remonumentation corner recorded in Liber 21052, on page 154, Oakland County Records; thence N00°13'31"W, 4.99 feet along the West line of Section 19 to a Property Controlling Corner, (previously recorded as the Southwest Corner of Section 19, T.3N., R.10E.), said point being the westerly extension of the south line of Vanguard Drive, variable width -public (as recorded in Liber 41530, Pages 389-391, Oakland County Records); thence continuing N00°13'31"W, 30.00 feet to a point on said West line of Section 19, said point being the centerline intersection of US-24 (Telegraph Road) and Vanguard Drive, said point also being the POINT OF BEGINNING; thence along the Centerline of Vanguard Drive S89°16'27"E, 2275.83 feet to the POINT OF ENDING. All bearings are in relation to the Replat No. 4 to Oakland County Condominium Subdivision Plan No. 1451, Exhibit "B" to the Master Deed of OP Condominium, Oakland County Records. (2.) Vanguard Drive is located in City of Pontiac right-of-way and is under the control of the City of Pontiac. (3.) Vanguard Drive is a public street and is for public street purposes. (4.) Vanguard Drive is accepted into the municipal street system and is open to the public for public street use on or before July 25, 2019. (This item was deferred from the April 28, 2020 City Council Meeting.)
- 9. Resolution to approve the Annual Michigan Department of Transportation (MDOT) Act 51 Map Report as prepared by Dan Ringo, Interim DPW Director, adding Diston Road (130 ft R.O.W.) and that (1) the center line of said street is described as: Part of the East 1/2 of Section 32, T.3N., R.10E, City of Pontiac, Oakland County, Michigan being more particularly described as: A 130-Foot R.O.W. who's centerline is described as commencing at the Southeast corner of said Section 32; thence N01°31'W, 2006.42 feet along the East Line of said section 32 to a point of curvature; thence 304.12 feet along a curve to the left (radius 430.00 feet, central angle 40°31'24", long chord bears N21°46'42"W 297.82 feet) to a point, said point being the centerline intersection of Franklin and Diston Road, said point also being the POINT OF BEGINNING; thence continuing along the centerline of Diston Road 369.30 feet along a curve to the left (radius 430.00 feet, central angle 49°12'26", long chord bears N66°38'37"W 358.05 feet) to a point of tangency; thence continuing along the Centerline of Diston Road S88°45'10"W, 684.56 feet to the POINT OF ENDING, All bearings are in relation to Ball Park Subdivision (recorded as Document Number 23319, Liber 46 of Plats on Page 8, Oakland County Records); (2) Diston Road is located in City of Pontiac right-of-way and is under the control of the City of Pontiac; (3) Diston Road is a public street and is for public street purposes; and (4) Diston Road is

accepted into the municipal street system and is open to the public for public street use on or before December 31, 2019.

Economic/Community Development:

- 10. Resolution to authorize the Mayor to enter into an agreement with the McMillian Group Inc. for Home Demolition, Batch 16 at a cost not to exceed \$140,780.00.
- 11. Resolution to authorize the Mayor to enter into an agreement with Rightway Remediation for Asbestos Abatement, Batch 16 at a cost not to exceed \$49,850.00.

Mayoral Monthly Reports

12. Monthly Check Register

(The check registers for March 13, 20 and 27, 2020; April 3, 9 and 17, 2020 are attached. The check register for April 24, 2020 has not been posted on the website)

- 13. Personnel Monthly Staff Report
- 14. City Credit Card Statement (Per the Mayor's Office, the PNC April credit card statement has been sent to the City Council.)

Communications from the Mayor

- 15. Proclamation Mental Health Awareness Month May 2020.
- 16. 2020-21 Budget Calendar
- 17. Blight & Demolition Report

Adjournment

#1 MINUTES

Official Proceedings Pontiac City Council 150th Session of the Tenth Council

Call to order

A Formal Meeting of the City Council of Pontiac, Michigan was called to order electronically on Tuesday, April 28, 2020 at 6:00 p.m. by Council President Kermit Williams.

Invocation - Deputy Mayor Jane Bais-DiSessa

Pledge of Allegiance

Roll Call

Members Present: Cater, Miller, Pietila, Taylor-Burks and Williams.

Members Absent: Waterman. (Muted)

Mayor Waterman was present. Clerk announced a quorum.

Excuse Councilmembers

20-152 **Excuse Councilperson Patrice Waterman until unmuted.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Amendments to the Agenda

20-153 **Motion to move Item #10 below item #3.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Ayes: Pietila, Taylor-Burks, Williams, Cater and Miller

No: None

Motion Carried.

Councilwoman Patrice Waterman was unmuted.

Approval of the Agenda

20-154 **Approve the agenda as amended.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

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

No: None

Motion Carried.

Suspend the rules

20-155 Miller. Suspend the rules. Moved by Councilperson Pietila and second by Councilperson

Ayes: W

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

No: Nine

Motion Carried.

20-156 **Motion to move item #15 below item #10.** Moved by Councilperson Miller and second by Councilperson Waterman.

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

No: None

Motion Carried.

20-157 **Motion to let Matt Gibbs to present before item #10.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Pietila

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

Motion Failed.

Approval of the Minutes

20-158 **Approve corrected meeting minutes for April 14, 2020.** Moved by Councilperson Carter and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

20-159 **Approve meeting minutes for April 21, 2020.** Moved by Councilperson Carter and second by Councilperson Waterman.

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

No: None

Motion Carried.

20-160 **Approve Special meeting minutes for April 23, 2020.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

Motion Carried.

Resolution

City Council

20-161 Resolution to approve a budget amendment for fiscal year 2019-2020 that Seven Million (\$7,000,000,00) Dollars be taken from the general fund (101) and allocated to the Phoenix Center (585-564-974-035) for parking structure repairs. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

WHEREAS, the Emergency Manager seeking to cut costs, sought to demolish the Phoenix Center which triggered a lawsuit with Ottawa Towers; and,

WHEREAS, the city's Legal Department, after several unsuccessful appeals, advised the Pontiac City Council to enter into a settlement agreement with Ottawa Towers; and,

WHEREAS, the City of Pontiac entered into a settlement agreement with Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust on November 1, 2018; and,

WHEREAS, the parties participated in mediation and agreed upon the material terms of the settlement of their disputes; and,

WHEREAS, in consideration of the immediate discharge of all liens and encumbrances on the Phoenix Center, the City was required to pay Three Million Five Hundred Thousand (\$3,500,000.00) Dollars upon execution of all settlement documents in addition to Three Hundred and Fifty Thousand (\$350,000.00) Dollars in full and final reimbursement for all attorney fees and costs; and,

WHEREAS, the section entitled Maintenance, Repair and Improvements to the Phoenix Center and Tunnel, more specifically, section 6.2 of the settlement agreement, requires that in addition to the payments set forth in the Agreement, the City shall pay up to Six Million (\$6,000,000.00) Dollars over a ten (10) year period beginning as of the Effective Date of the Agreement for the maintenance and capital repair of and improvements to the Phoenix Center necessary to bring and maintain the Phoenix Center into conformance with the requirements of the International Property Maintenance Code (2015 edition), as referenced in the Michigan Building Code and the Michigan Rehabilitation Code (2015 edition).

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council desires to comply with the settlement agreement and to restore the Phoenix Center to working order,

BE IT FURTHER RESOLVED, that the Pontiac City Council in satisfaction of the Settlement Agreement as well as being good stewards and overseers of the funds of the city; hereby requests a budget amendment and that Seven Million (\$7,000,000,000) Dollars be taken from the general fund (101) and allocated to the Phoenix Center (585-564-974.035) for parking structure repairs.

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

No: Pietila

Resolution Passed.

Special Presentation Amazon Project Update

Presentation Presenter: Mike Wilson, Building & Safety Director, Wade Trim

Discussions

Proposed City Council Departmental Budget for Fiscal year (FY) 2020/2021

Discussion regarding providing Council with Hard Copies of all Budget Documents for FY 2020-2021 Budget

Discussion regarding the Extension of the Deadline for District 2 Vacancy
The deadline was not extended.

Resolutions Cont.

City Clerk

20-162 Resolution to approve the job description of the Special Assistant to the City Clerk. Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

WHEREAS, the Home Rule Charter of the City of Pontiac Section 3.120 Control of the City Payroll requires that the City Council approve the salary of all appointees and employees.

NOW, THEREFORE IT BE RESOLVED, that the City Council for the City of Pontiac approve the job description and salary of the Special Assistant to the City Clerk.

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

No: None

Resolution Passed.

Resolution to approve a budget amendment for fiscal year 2019/202 to establish the following account in Medical Marihuana Applications Dept. (255) account #101-255-727-000 office supplies; transfer \$2,500.00 from account #101-255-816-000 Prof. Service-Financial Advisor to the City Clerk to the following account: #101-255-727-00 office supplies. Moved by Councilperson Pietila and second by Councilperson Miller.

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 establish the following account in Dept. (255) account 101-255-727.000 office supplies; and

Whereas, the City Clerk is requesting to transfer \$2,500.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following account: 101-255-727.000 office supplies; 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 establish the following account in Dept. (255) account 101-255-727.000 office supplies; transfer \$2,500.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following account: 101-255-727.000 office supplies.

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

No: None

Resolution Passed.

Resolution to approve a budget amendment for fiscal year 2019/2020 to transfer \$20,000.00 from Elections Dept. (191) account #101-191-702-000 to the following accounts #101-191-727-000 office supplies \$1,000.00; City Clerk Dept. (215) account #101-215-902-004 ordinances \$19,000.00. Moved by Councilperson Waterman and second by Councilperson Pietila.

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) Elections Dept. (191) budget includes an appropriation for salaries and wages account 101-191-702.000; and

Whereas, the City Clerk is requesting to transfer \$20,000.00 from account 101-191-702.000 to the following accounts 101-191-727.000 office supplies \$1,000.00; City Clerk Dept. (215) account 101-215-902.004 ordinances \$19,000.00; and

Whereas, these transfers are necessary to pay invoices and ensure that the City is in compliance with the Charter by publishing ordinances; 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 transfer \$20,000.00 from account 101-191-702.000 to the following accounts 101-191-727.000 office supplies \$1,000.00; City Clerk Dept. (215) account 101-215-902.004 ordinances \$19,000.00.

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

No: None

Resolution Passed.

Planning

20-165 Resolution to approve payment in lieu of taxes agreement for Wallick Communities, 191 N. Glenwood Ave., PIN 64-14-21-302-001. (The Administration has requested that this item be deferred until May 5, 2020.) Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

WHEREAS, the Developer is a developer as evidenced in provided formation documents of a limited dividend housing association limited partnership, formed in Michigan, to own the Project and is typically eligible to be exempt from paying applicable property taxes;

WHEREAS, the Developer, upon being issued all applicable land use entitlements from the City, proposes to develop the real property located at 191 N. Glenwood Avenue (Parcel Number: 64-14-21-302-001 (Property), and plans to build 106 apartment units at the former McCarroll School, with associated site improvements (Project), as shown on the plans attached hereto as Exhibit A;

WHEREAS, it is the intention of the Parties that the Developer make annual payments to the City for the term of this Agreement, in lieu of payment of real property taxes on the Property when the Project is completed, that would have otherwise been received by the City and placed into the City's General Fund, but for the Developer's exemption from payment of real property taxes (Exemption);

WHEREAS, because both the Developer and the City believe it is in their mutual best interests to enter into this Agreement establishing and stabilizing the payments that will be made in lieu of the Exemption for the term of this Agreement to compensate the City for General Fund revenue losses resulting from the Exemption;

WHEREAS, the payments made hereunder in lieu of the Exemption over the life of this Agreement are the real property tax payments payable to the City that would otherwise be required based upon the full and fair cash valuation of the Property with the Project completed;

WHEREAS, in consideration of the recitations set forth above, the City has been authorized by its City Council to enter into this Agreement with the Developer, by adoption of an Ordinance entitled "City of Pontiac Tax Exemption Ordinance for Glenwood Senior Apartments" pursuant to the authority granted under the State Housing Authority Act of 1966 (1966PA346, as amended, MCL125.1401 et seq); and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments set forth herein and other good and valuable consideration, the parties agree as follows:

- 1) <u>PILOT Term</u>. The term of this Agreement shall continue in accordance with the City of Pontiac Ordinance for Glenwood Senior Apartments, a copy of which is attached hereto as Exhibit A. Notwithstanding anything contrary in this Agreement, If Developer does not purchase the Property on or before December 31, 2023, then this Agreement shall be automatically terminated.
- 2) <u>Payment in Lieu of Property Taxes.</u> As set forth in the City of Pontiac Ordinance for Glenwood Senior Apartments, this Agreement shall be effective from and after the commencement of construction or rehabilitation, evidenced by a Notice of Commencement.
 - a) During the PILOT Term, the Developer agrees to pay to the City and the City

agrees to accept from Developer, annual payments calculated in the following manner;

4% of the Annual Shelter Rents actually collected by the Project during each operating year. Annual Shelter Rents mean 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. Utilities mean charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the Project.

Annual payments are in lieu of real property taxes that would otherwise be payable to the City from real property taxes that would have been attributable to the Property with the completed Project but for the Exemption (the Payments in Lieu of Taxes). Annual Payments in Lieu of Taxes shall be made in advance of the beginning of the City's fiscal year for which the payment applies. In accordance with the City of Pontiac Ordinance for Glenwood Senior Apartments, each Payment In Lieu of Taxes to be paid by the Developer to the City hereunder will be payable to the City on June 30 of each respective year for the previous fiscal year during the Term of this Agreement (the Due Date). In addition, if the Developer fails to make the payment by the applicable Due Date, then a penalty of ten percent of the amount due plus interest at the annual rate of seven percent per annum shall accrue daily on the amount due (excluding any penalties) until the payment (plus penalties and interest) has been paid in full, such penalty assessed and charged without further notice.

- b) In the initial year of this Agreement, the Payment in Lieu of Taxes amount shall be pro-rated based on the remaining term of the first year of this Agreement compared with the beginning of the following City fiscal year. The initial pro-rated Payment in Lieu of Tax payment will be due on June 30 of the year following the partial initial year. If the Developer fails to make the payment by the applicable Due Date, then a penalty of ten percent of the amount due plus interest at the annual rate of seven percent per annum shall accrue daily on the amount due (excluding any penalties) until the payment (plus penalties and interest) has been paid in full, such penalty assessed and charged without further notice.
 - c) The City agrees, during the term of this Agreement, this Agreement will exclusively govern the payments of all real and applicable personal property taxes the Developer would have been obligated to make but for the Exemption; provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the City for services provided by the City to the Project, including, but not limited to, water, solid waste and wastewater services, if any. The City agrees the City will not assess any real property taxes to the Developer regarding the Project or the Property other than the Payments In Lieu of Taxes described in this Agreement. If the Developer at any time is required to pay real property taxes, then the Payment In Lieu of Taxes shall be reduced by the amount of those real property taxes received by the City.
 - d) Unless otherwise provided for specifically herein, this Agreement shall not be deemed to waive, preempt or make unnecessary any applicable municipal or governmental processes. This includes, but is not limited to zoning, variances, brownfield and economic incentives, assessments or fees and that Owners and/or Users are required to submit and participate for any appropriate process

as provided in the City's ordinances, City Charter, including any applicable City Commission(s) and City Council matters and processes.

- 3) <u>Developer Conditions and Obligations</u>. As express conditions precedent to this Agreement, and as ongoing obligations, the Developer agrees to the following during the term of this Agreement:
 - a) Contracted Trades. For all construction activity on the site, during construction and as part of the Project's perpetual maintenance, Developer shall use its best efforts to contract, hire and utilize contractors and sub-contractors having their principal place of business in Pontiac or individual trade laborers residing in the City.
 - b) *Workforce Development*. Developer shall use its best efforts to hire Pontiac residents for work and positions within the operations of the Project, both during construction and after.

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

- c) Security Plan. In lieu of providing a staffed security guard, Developer's Security Plan includes security cameras throughout the Project, secured property entries, professionally designed exterior site lighting and relationship building with local law enforcement. Developer shall be responsible for and provide ongoing maintenance and support for all security equipment and confirm the then working condition and training of management on its use in the annual reporting described in 3(e)(iii), below. As a condition of waiving a staffed security guard, the Developer shall submit a report to the City, not less than quarterly, indicating that the security cameras, and monitoring equipment, are in working order, and that all staff have bene trained in their maintenance and operation.
- d) Affordability. Developer shall rent the units of the Project to Low Income Persons and Families in accordance with and as required by Section 42 of the Code, for so long as required by Section 42 of the Code.
- e) Management and Maintenance. Day-to-Day management and maintenance of the Project is of significant importance and condition to the ongoing authority of this Agreement and the exemption grated herein. As such;
 - (i) The Developer shall provide the City and the Building Official with the name and address of the Management Company and the name and direct contact information (phone and email) of the Management Company's primary Manager. This information shall be updated at all times and notice of any changes provided to the City within thirty (30) days of any change.
 - (ii) The City may inspect the Project annually for ordinance, code or other lawful

purposes. The Developer shall promptly repair or correct any noticed violations as directed by the City's Building Official. In the event the Project receives three or more noticed violations for the same issue, this Agreement and the exemptions granted herein shall be subject to review as set forth in Sections 4 and 5 below.

- (iii) The Developer shall provide an annual report to the City setting forth, at a minimum:
 - 1. Vacancy data and rate of retention and re-leasing;
 - 2. Security incidents, including number of law enforcement call/reports;
 - 3. Any improvements greater than \$10,000 to the Project, whether by permit or otherwise, that occur from and after the date of the Certificate of Occupancy or when all unit has been offered for lease, whichever is sooner.
 - 4. A report showing that all security equipment and measures are in working order and that Management has been trained on their operation and use, such report being a summary report of all quarterly reports.
- 4) <u>Notice of Non-Compliance</u>. If either Party determines there is noncompliance with this Agreement, said Party must provide the other Party written notice of such noncompliance, which shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so the other Party may address the issues raised in the notice of noncompliance or failure on a point-by-point basis.
- Response to Notice of Noncompliance. Within thirty (30) days of receipt of the notice of noncompliance, the Party receiving such notice shall respond in writing to the issue raised in the notice of noncompliance on a point-by-point basis. If the noticing Party agrees with and accepts the other Party's response, no further action shall be required. If the noticing Party does not agree with the response, then it shall provide to the other Party written notice of the commencement of the Meet and Confer/Mediation Process within thirty (30) days of the receipt of the response.
 - a) <u>Meet and Confer/Mediation Process</u>. Within thirty days (30) days of receipt of a meet and confer notice, the Parties shall initiate a Meet and Confer/Mediation Process pursuant to which the Parties shall meet and confer in good faith in order to determine a resolution acceptable to both Parties of the bases upon which either Party has determined that the other Party has not demonstrated good faith substantial compliance with the material terms of this Agreement.
 - b) <u>Hearing Before City Council to Determine Compliance</u>. If after the Meet and Confer/Mediation Process, there still remain outstanding noncompliance issues, the City

Council shall conduct a noticed public hearing pursuant to determine the good faith substantial compliance by Developer with the material terms of this Agreement. At least ten (10) days prior to such hearing, the Building Official shall provide to the City Council, Developer, and to all other interested Persons requesting the same, copies of the City Council agenda report, agenda related materials and other information regarding Developer's good faith substantial compliance with the material terms of this Agreement and the conclusions supporting a finding of non-compliance. The results and recommendations of the Meet and Confer/Mediation Process shall be presented to the City Council for review and consideration. At such hearing, Developer and any other interested Person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the staff report on, or with respect or germane to, the issue of Developer's good faith substantial compliance with the material terms of this Agreement.

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

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

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

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

April 28, 2020 Formal

be assigned to and shall be binding on the purchaser, transferee or assignee; provided, that such party is an eligible counterparty to this Agreement.

- Statement of Good Faith. The Parties agree the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent such value is determinable as of the date of this Agreement. Each Party was represented by counsel in negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge this Agreement is fair and mutually beneficial to them because it fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The City acknowledges this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.
- <u>Additional Documentation and Actions.</u> Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.
- <u>9</u> <u>Invalidity.</u> If, for any reason, it is ever determined by the state of Michigan, or by any other court of competent jurisdiction, that any material provision of this Agreement is unlawful, invalid or unenforceable, then the Parties shall (i) undertake best efforts to amend and or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable, and (ii) if such efforts are unsuccessful, undertake reasonable efforts, including without limitation, seeking all necessary approvals, to replicate the benefits and burdens of this Agreement in the form of an amended agreement.
- Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via nationally recognized overnight courier delivery service. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

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

To Developer:

Glenwood Senior Limited Dividend Housing Association, Limited Partnership

April 28, 2020 Formal

c/o Wallick Communities Attn: Asset Management 160 W. Main Street, Suite 200 New Albany, OH 43054

To the City:

Office of the Mayor

47450 Woodward

Pontiac, MI 48342

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

City of Pontiac

Attn: Finance Division

47450 Woodward

Pontiac, MI 48342

- 11 Good Faith. The City and the Developer shall act in good faith to carry out and implement this Agreement.
- <u>12</u> <u>Covenants of Developer.</u> During the term of this Agreement, the Developer will not voluntarily do any of the following:
 - a. Seek to invalidate this Agreement except as expressly provided herein;
 - b. Fail to pay the City all amounts due hereunder when due in accordance with the terms of this Agreement.
- <u>13</u> Covenants of the City. During the term of this Agreement, the City will not do any of the following:
 - a. Seek to invalidate this Agreement;
 - b. Seek to collect from the Developer any property tax upon the Property or the improvements thereon in addition to the amounts established herein;
 - c. Impose any lien or other encumbrance upon the Property or the improvements thereon except as is expressly authorized by law; or
 - d. Take any affirmative action in support of the bifurcation of the taxation of real and personal property.

- e. The City shall provide the Municipal Services consistent with services then provided to similar multiple family residential housing developments within the City. The nature, extent and delivery of such services shall be in the final, sole and absolute discretion of the City. This Agreement shall not be construed to impose any additional obligations upon the City to provide such services than otherwise required by law.
- Representations of City. The City represents and warrants to the Developer (i) it has secured all approvals necessary to duly authorize the execution, delivery and performance of this Agreement and its obligations hereunder, including the valid and enforceable passage of the City of Pontiac Ordinance for Glenwood Senior Apartments, and (ii) it is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of any law, any order of any court or other agency or authority of government, or any agreement or instrument to which the City is a party or by which the City is bound, and (iii) this Agreement and the City of Pontiac Ordinance for Glenwood Senior Apartments are the legal, valid and binding obligation of the City and is enforceable in accordance with their respective terms.
- Representations of Developer. The Developer represents and warrants to the City (i) it is duly organized and is authorized to conduct business in the State of Ohio, and (ii) it is authorized and has the power under the laws of the State of Ohio to enter into this Agreement and the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement and the City of Pontiac Ordinance for Glenwood Senior Apartments, and (iii) the performance of its obligations hereunder or under the City of Pontiac Ordinance for Glenwood Senior Apartments will not violate, result in a breach of, or constitute a default under, any agreement or instrument to which Developer is a party or by which Developer is bound, and this Agreement is a legal, valid and binding obligation of Developer enforceable in accordance with its terms.

Ayes: Pietila, Taylor-Burks, Waterman and Williams No: Carter and Miller **Resolution Passed.**

20-166 Motion to defer Item #12 (Resolution to approve the Annual Michigan Department of Transportation (MDOT) Act 51 Map Report adding Vanguard Dr.) for one week. Moved by Councilperson Waterman and second by Councilperson Pietila.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Carter and Miller No: None

Motion Carried.

Department of Public Works(DPW)

20-167 Resolution to authorize the Mayor to sign the MDOT funding agreement for the Center Point Parkway Construction Project. Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, The City of Pontiac has received the funding agreement from the Michigan Department of Transportation, and;

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

WHEREAS, The project is budgeted in the 2020/21 Major Street budget,

NOW, THEREFORE, BE IT RESOLVED, The Pontiac City Council authorized the Mayor or Deputy Mayor to sign the MDOT funding agreement for the CenterPoint Parkway Construction Project.

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

No: Carter

Resolution Passed.

Special Presentation

Proposed Changes to City's Snow Ordinance and its Impact on DPW Budget and Operations. Presentation Presenter: Dan Ringo, Interim DPW Director.

(Limit to 3 minutes.)

Public Comment

Eighteen (18) individuals submitted a public comment that was read by the City Clerk.

Closing Comments

Mayor Waterman, Legislative Counsel Monique Sharp, Interim City Clerk Garland Doyle, Councilwoman Patrice Waterman, Councilwoman Mary Pietila, Councilwoman Doris Taylor-Burks, Councilwoman Gloria Miller, Council Pro-Tem Randy Carter and Council President Kermit Williams made closing comments.

Adjournment

Council President Kermit Williams adjourned the meeting at 8:37 p.m.

GARLAND S DOYLE INTERIM CITY CLERK

#2 INTERVIEWS

District 2 Candidate Laurie Bishop

Laurie Bishop

275 South Tilden Pontiac, MI 48341



28 April, 2020

Garland Doyle

Interim Clerk- City of Pontiac Michigan GDoyle@pontiac.mi.us

Thank you for considering me for the District 2 vacancy of the Pontiac City Council. I have watched admiringly since 2011 as this City has rebuilt simply with the hard work and diligence of the members of the community. The City Council, of course, is the key to new growth. I could bring a fresh perspective to growth in District 2 while maintaining the spirit of its rich history. I'll work with other Council Members, the City and the community to get things done, not just talk about them. This is my passion and I have been working towards this since I arrived in the city. Thank you again for considering me for a member of the team that can move forward the dream.

Laurie Bishop

Laurie Bishop

Entrepreneur, Civic Leader, and Community Activist

275 South Tilden Pontiac, MI 48341

RECENT EXPERIENCE

Friends of Crystal Lake — President September 2019 - PRESENT

City of Pontiac Zoning Board of Appeals — Chair/Commissioner

January 2018 - PRESENT

Pontiac Lions Club — Past President/Member

April 2016 - PRESENT

Pontiac Sun Timebank —Steering Committee

April 2015 -- PRESENT

Severn River Lions Club- member

November 2008 -- June 2010

Habitat for Humanity Talbot County - Faith Relations Committee

January 2008 -- June 2010

NeedPro, LLC - President

April 2004 - PRESENT

Professional Referral Service, Property Management and Rehabilitation Consulting

PROJECTS

Pontiac Community Clean-Up Initiatives

Co-Chair, City of Pontiac Elections Commission Precinct 12

STATEMENT

I am driven by a passion for helping others, civic engagement, creating community partnerships, innovative collaborations, and resource sharing -- with a vision towards improving the quality of life for all.

Pontiac, Michigan became my home in 2011 and I am energized by it's unique challenges and boundless opportunities in many areas including increased property values, code enforcement, and creating a more productive and Symbiotic relationship between city and county entities and the citizens served.

SKILLS

Communication

Negotiation

Networking

Collaboration

Mediation

Interior Design

Property Management

Housing Rehab

Sales

AWARDS

Melvin Jones Award (Lions Club International)

CERTIFICATIONS

CNS Mental Health Course

Michigan Association of Planning: Zoning Compliance

Michigan Association of Planning: Community Engagement

District 2 Candidate Brenda CauseyMitchell

Brenda A. Causey-Mitchell

April 24, 2020

Mr. Garland Doyle Interim City Clerk's Office CITY OF PONTIAC 47450 Woodward Avenue Pontiac, MI 48342

Dear Interim City Clerk:

RE: LETTER OF INTEREST TO FILL THE DISTRICT 2 VACANCY

Please consider this correspondence as my letter of Interest to fill the District 2 City Council vacancy. I understand there will be interviews for this vacancy and that an appointment will be made for the remainder of the term of the Late City Councilman George Williams.

I am no stranger to District 2. In 1992, I purchased a home on Miami Road, in Seminole Hills and have lived here since that time. I was born and reared in the City of Pontiac. My roots are from Montana Street where I resided with my parents Walter & Selma Causey. I attended Pontiac Schools and graduated for Pontiac Central High School.

For your review, I have attached my resume and look forward to servicing our community. If you should require additional information, please feel free contact me via my cell phone at (248) 980-6025 or via email at: brendaacausey@msn.com.

Sincerely,

Brenda A. Causey-Mitchell

Brenda A. Causey-Mitchell

BRENDA A. CAUSEY-MITCHELL

27 Miami Road

Pontiac, MI 48341

()

OBJECTIVE: To employ high-level leadership and coalition building skills to foster growth and productivity within a given organization. To actively engage, empower and contribute my acquired leadership and executive level knowledge and experiences to bring about a positive change to any organization.

EDUCATION:

- Masters of Arts Degree, Educational Leadership/Administrator's Certification, Central Michigan University (CMU), Mt. Pleasant, MI – 12/2013
- B.A. Degree, Business Leadership (Cum Laude), Baker College, Pontiac, MI, 06/2002
- Associates Degree,-Business Administration. OCC of Auburn Hills, MI, 06/1987
- Certificate (2 years), Pontiac Business Institute Sec. Science 9/1971

EXPERIENCES:

09/2010 - Present

Pontiac School District

Pontiac, MI

 Serve as Co-Chairperson for the Pontiac Schools Partnership Coalition since 2015 to help build stakeholder involvement in school district via coordination of Back-to-School Rally 2015, 2016, 2017, 2018 & 2019; Trunk or Treat Event and Annual Teacher Appreciation and Student Achievement Awards Ceremony.

- Serve as Executive Director for the International Technology Academy Initiatives Foundation, which is a non-profit school community effort to renovate the old Lincoln School (ITA Campus Vision Project) having a board of 9 members.
- Program Director for Project Excel 21th Century Grant -Providing leadership and direction for school district's after-school
 programming.

02/2004 - 2009

Pontiac School District

Pontiac, MI

 Substitute Teacher for Middle School and High School --Teaching school district students on an as-needed basis as a Substitute for secondary schools

05/2004 - 2012

The Causey Group

Pontiac, MI

Self-Employment

- Consultant Parent/School Liaison;
- Consultant Promise Neighborhood Research Consortium (National);
- Consultant Flagstar Bank;
- Consultant for the School District of the City of Pontiac's 50/50
 Committee assisting the Superintendent of Schools in the areas of parental involvement and special educational initiatives;
- Consultant for the Summer Reading Theater 2004 2009; and
- Consultant for political, schools and promotional campaigns.

06/04 - 01/05

Home Town Buffet

Pontiac, MI

Served as Community Representative and Public Relations Officer for Home Town Buffet by attending events within the Pontiac Community; visiting schools and giving out free meal passes to students for academic achievement; carrying a mascot to community fund events; talking to guests within the restaurant three (3) hours per week on Family Night to advertise offerings; and meeting with business community to promote business.

Leadership/Civic/Union/Elected Positions:

- Pontiac Schools Partnership Coalition Co-Chairperson (5 Years)
- School Board Trustee, Pontiac School District (8 years)
- President of the Board, Pontiac School District (2 years)
- Oakland County Commissioner District No. 6 (4 years)
- '2000 Democratic Caucus Chairperson Oakland County Board of Commissioners
- Member of Oakland County Commissioners' Finance Committee (4 years)
- Minority Vice Chairperson of Oakland County's Finance Comm. (1 year)
- Life-time Member of the NAACP of Oakland County;
- Executive Board Member of Oakland County Democratic Party (4 years)
- Executive Board Member of State Democratic Party 12th District (4 years)
- President of Pontiac Municipal Employees Union (2 years)
- Chief Steward for Teamsters, Local 214 President Joe Valenti (3 years)
- Executive Board Member for Victory Apostolic Church (14 years)
- Sunday School Teacher at various churches (28 years)
- Executive Board Member of Pontiac Youth Assistance (25 years)
- Former Executive Board Member of Women's Survival Center
- Former Executive Board Member of Vision's Unlimited, Inc.
- Former Executive Board Member of Drug Awareness Foundation
- Assisted many candidates in election for mayor, district court judge, school board trustee, state representative and governor
- Served as Deputy Coordinator for Church Visitations in Oakland & Kent Counties for Jennifer Granholm for Governor Campaign and was contact person for local activities.
- Church Administrator for Victory Apostolic Church (18 years)

1974 - 2004

City of Pontiac

Pontiac, MI

Public Employment (28 years & 3 Months)

- City Manager's Office Staff Member (11 years)
- Mayor's Executive Office Staff (8 years Two Administrations)
- Management Affairs Office Executive Mayoral Appointee
- Tax Increment Finance Authority Executive Assistant
- DPW&S/Engineering Staff Member Executive Assistant

AWARDS Pontiac and Auburn Hills, Michigan

- 2015 Recipient of "Making A Difference" Award, Centers for Success, Pontiac, MI
- 2014 Women of Victory Conference Leadership Award Tabernacle Ministries, Pontiac, MI
- 2011 Community Service Award Steward Leadership Award, New

Experience Ladies Leading the Vision, Pontiac, MI

- 2009 Excelling Greatness Award, Bridge the Gap Ministries, Pontiac, MI
- 2009 Negro Business & Professional Women's Award (Trailblazer Award First Black Female Chairperson of Oakland County Democratic Caucus)
- 2008 Flame Award from Pontiac School Board for Summer Reading Theater 2008
- 2007 Recognition Award from Pontiac School District for Summer Reading Theater 2007
- 2002 Certificate of Appreciation, Delta Sigma Theta Sorority, Inc., Pontiac Alumnae Chapter
- 2001 Black Woman's Achiever's Award Negro Business & Professional Women's Association, Pontiac, MI
- 1999 Youth in Government & Business Award, Greater Pontiac Community Coalition, Pontiac, MI
- 1994 Leadership Award, Omega Psi Phi Fraternity, Inc., Omicron Alpha Chapter, Pontiac, MI
- 1994 Executive Leader of the Year Award, Holland Administration, Executive Office, Pontiac, MI

INTENT: The political arena is one of the best environments to hone the skills of relationship building, networking, organizational skills and perseverance. My extensive service in the community has taught me invaluable lessons of commitment, teamwork and progressive thinking. I want the opportunity to contribute my leadership and executive experiences to bring about a positive change to any organization.

REFERENCES:

Walter Moore, former Mayor of Pontiac, MI (248) 894-3118 (Cell)

Dr. Linda Paramore, Former Superintendent of Schools School District of the City of Pontiac

Bishop Michael T. Martin, Overseer & Founder
Tabernacle Ministries, Pontiac & Detroit, MI (240) 27

District 2 Candidate Gill Garrett

Garland S. Doyle Interim City Clerk of Pontiac 47450 Woodward Avenue Pontiac, MI 48342

Greetings Mr. Doyle,

Please accept this as my formal letter of interest for the position of City Council Member for District 2. The following information will highlight why I feel I am the best fit for this position.

For the past twenty plus years, I have been a very integral part of the City of Pontiac. Since 2003, I've been a resident of District 2. I have served in the capacity of Pontiac Police Officer since 1999 and am now serving in the role of Oakland County Sheriff Deputy as a Community Liaison Officer. In these roles I have served the constituents of this community being available as a thriving force to help ensure their safety, helping to communicate their concerns and advocating and pushing the laws set forth by local government. I have also served the younger population as a School Resource Officer. In this role I have helped to enforce the Board of Education Policies and Administrative Regulations by communicating effectively with the students regarding criminal misconduct, truancy and conflict resolution to ensure their success. I have also provided counseling, at the request of school administration, to students to help them make better life decisions.

My need to serve the students continued when I was elected to the Pontiac School Board from 2006-2010. During my tenure, I held several positions including President, Vice President and Treasurer. My role on the school board allowed me the opportunity to provide effective visions and goals for the district, adopt policies that gave direction to help set priorities to achieve goals and adopt, allocate and oversee a budget that was conducive to the needs of the district. Additionally, my S.A.F.E. initiative was my opportunity, as a member of the board, to ensure the following goals were met: provide Safer Schools, have Accountability in fighting for what's best for the students, helping to ensure Financial stability for the district and Educational Success for the students. This same initiative could be used to serve the citizens of our city by: helping to provide Safer Neighborhoods, having Accountability in fighting for the best interest for the citizens of Pontiac, helping to create Financial stability for our city and ensuring Economic Growth that will provide opportunities for all.

My love for the city has also allowed me the opportunity to serve in various community activist roles in and around the community. Some of these roles include initiating neighborhood watch programs, assisting local businesses with safety and security issues, developing police liaison programs in the neighborhoods and counseling the youth on drug prevention and conflict resolution. I am also currently serving as the Treasurer for the Pontiac Community Foundation and as a Board Member for the Pontiac Panther Football and Cheer Association, an organization that has been in existence for over 30 years.

In the time that I have been a part of this great community, I can recall and remember how it has changed and evolved with the times. The city has grown tremendously and having someone with a great love for the city, such as myself, would allow us to continue to generate new and exciting ideas going forward. With Pontiac being centrally located within Oakland County, we have progressed to a point where we have a lot to offer. Couple that with the continuation of promoting community activism, safety for the constituents and economic growth, along with the new jobs that are being created daily and our communities that are starting to come together again and stand as one, gives our community the opportunity to consistently and progressively flourish.

My intent is clear and any opportunity I have to serve my community and the citizens gives me great joy. With that said, it is my feeling that I could serve the citizens as a member of City Council without conflict in my current role as the Community Policing Officer with the Oakland County Sheriff's Department. It is my belief that that it would serve as a great asset to the position and the community. I look forward to sharing my views with you and the council and can be available on short notice. In the meantime, should you need to contact me for any reason, I can be reached via phone at (248) 892-8200 or via email at gillgarrett@me.com. I can provide references upon request.

Thank you,

Gill L. Garrett

cc: Resume



-EXECUTIVE PROFILE-

Dynamic professional with over 20 years of experience servicing the Pontiac Community in education, law enforcement and community activism. Has an in-depth understanding of balancing budgets, providing solutions and government policies and procedures that would be a benefit to the city and its constituents.

-POLITICAL EXPERIENCE-

- Pontiac Police Officer Association (Former Union Stewart)
- Pontiac Democratic Club (Former Treasurer)
- Western Michigan University Cultural Diversity Organization (Former Chairperson)
- Pontiac School Board (Former President, Vice President and Treasurer)
- Former Precinct Delegate in District 2
- Society Of African American Police (Former President)

-SKILL HIGHLIGHTS-

- Auditing
- Oral Communication
- Problem Solving & Analytical Thinking
- Balancing Budgets
- Performance Driven
- Solutions Based Leader
- Crisis Response
- Project Management
- Teamwork & Collaboration

-CORE ACCOMPLISHMENTS-

Policing

- Provide security to the community, plan, organize and coordinate community programs and events and
 recommend action plans related to community issues as a twenty year veteran of the Pontiac Community
 as a former Pontiac Police Officer and currently as an Oakland County Sheriff Deputy.
- Help to enforce federal, state and local laws, and ordinances as well as provide protection to students, teachers, administrators and support staff across the district as a Community Resource Officer.

Education

- Provide counseling to students regarding criminal misconduct, truancy and conflict resolution which helped to promote a healthy school population.
- Integral part in providing effective visions and goals for the district, balancing a budget of over \$100 million
 dollars for the benefit of the school district, ensuring safe environments through various programs and
 helping to create educational success for students across the board as member of the Pontiac School Board.

Community Advocate

Initiate neighborhood watch programs, instruct local businesses on safety and security issues, develop
police liaison programs and present to the community on crime prevention through community advocacy
and outreach programs.

-PROFESSIONAL EXPERIENCE-

Pontiac Police Officer/Oakland County Sheriff Deputy

Pontiac, MI | 1999 - Present

- Community Liaison Officer
 - Establish and maintain contact with Police Department staff, Community Services staff, other law enforcement personnel and government agencies to ensure effective communication across all sectors.

- Police Department Representative for community functions and special presentations at various community association events on timely subjects.
- Provide clear and concise information regarding the provisions of laws and rules and regulations to residents.
- Demonstrate consistent performance for all essential duties of a Police Community Service
 Officer, specifically in support of the minority community.

School Resource Officer

- Assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- o Communicate openly, forcefully and effectively with students regarding criminal or juvenile law.
- Assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- o Provide security at the request of school administration for special school events and functions.

Road Patrol

 Patrol Pontiac Municipalities for the purpose of detecting and deterring crime, to provide security, and to enforce laws, vehicle codes, and city ordinances.

Pontiac School Board

Pontiac, MI | 2006-2010

- Member
 - Held Positions of President, Vice President and Treasurer, which allowed the utilization and continuation in developing leadership skills.
 - o Integral part of balancing the district's budget of over \$100 million dollars which allowed the continual growth of the Pontiac School District.
 - Initiated S.A.F.E. platform which allowed the promotion and execution of Safer Schools, being held accountable for fighting for the students, financial stability for the district and educational success for all students.

-EDUCATION-

Basic Law Enforcement Oakland Police Academy, Auburn Hills, Michigan	1998-1999
Communications Oakland University, Rochester, Michigan	1996-1998
Communications & Psychology Western Michigan University, Kalamazoo, Michigan	1994-1996

-ORGANIZATION AFFILIATIONS-

- Member, Gibraltar Lodge #19 P.H.F.A Mason
- Board Member, Pontiac Panthers Youth Organization
- Treasurer, Pontiac Community Foundation
- Co-Founder, Alpha & Omega Christian Fraternity Inc.
- Community Outreach Coordinator, HUGS Community Resource Organization

District 2 Candidate Megan Shramski

Megan E. Shramski 21 Miami Rd Pontiac, Mi. 48341

I have been encouraged to apply for the vacant district 2 Council seat.

I am a life-long resident of district 2, and a 7th generation West Sider.

I am familiar with all aspects of the district 2 community.

I have served on numerous city committees. I am an avid researcher and have served in that capacity through several Mayoral and Council Configurations.

I would greatly appreciate the Council's consideration.

(Please excuse the brevity of my resume'. I have recently experienced the death of a sibling and was the point person for all final affairs.)

Sincerely,

Megan E. Shramski



CONTACT

PHONE:

EMAIL:

INTERESTS



Pontiac History

EDUCATION

Pontiac Central High School Oakland Community College

Medical Laboratory Tech Curriculum

Oakland University

Medical Technology

WORK EXPERIENCE

Laboratory Assistant Radiologic Assistant Manager Optometry Office Medical Office

COMMUNITY PARTICIPATION

Citizen's Subcommittee On Sanitation
Citizen Community Liason For No Haz
Master Plan Steering Committee
Charter Revision Committee
Past Chair And Vice Chair Of District 2 CDC
Pontiac Alliance For Community Empowerment
Past Member Of Several Grass Roots Community
Organizations

District 2 Candidate Coleman Yoakum

From: Coleman Yoakum 29 Waldo Street Pontiac, MI 48341

Clerk and Council,

My name is Coleman Yoakum and I'd like to formally submit my resume as an applicant for the vacant District 2 seat, left open by the passing of George Williams and Don Woodward before him. I hope that my consistency in seeking this position, my long history of community activism and my compassionate care for my fellowman would make me a suitable candidate for this position.

I submit to your interview on May 5th and look forward to an interview where we are all on zoom this time.

Gratefully,

Coleman Yoakum

Coleman Yoakum

29 Waldo Street, Pontiac, Michigan 48341

Education:

Oakland University

2016-2017

Auburn Hills, Michigan

Certificate in Nonprofit Management

Harding University

2005-2010

Searcy, Arkansas

Sociology

5 1 To B

Relevant Experience:

Micah 6 Community, Founder & Executive Director

2012-Present

I founded Micah 6 Community, a 501(c)3 nonprofit organization with the purpose of assisting in the recovery of my neighborhood on the west side of the city. We manage 1.4 acres of gardens, opened a small business (Sprout Fresh Food Store), and are in the process of opening Webster Community Center in the old Webster Elementary School building. Through this process, I've worked extensively with state, county, and city resources and offices to understand processes and complex budgeting such as New Market Tax Credits, restoration/rehabilitation funding, etc.

District 2 Advisory Group, Co-Chair

Spring 2018-Present

I was appointed as the Co-Chair of the Advisory Group in Spring 2018. In this role, I create programming, assist in messaging, and organize conversation around important issues in our community, particularly in District 2. Throughout my time, we've established committees that meet regarding specific topics in the district and have worked extensively to ensure stronger participation in the community.

District 2 City Council Campaign, Candidate

Fall 2017

I ran a competitive race for District 2 against Don Woodward, losing by approximately 40 votes (456 to 412) with third highest turn-out during the election year. Through this process, I was able to connect stronger with my community and was shown as a strong leader.

Huron Corridor Clean-Up Organizer

2017-Present

Each year, I solicit volunteers, sponsors, city offices and community members to help with a clean-up on Earth Day. Don Woodward requested my assistance with organizing this event as a steward of his work and trusted member of District 2.

#3 RESOLUTION

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 establish the following accounts in Dept (255) account 101-255-728.000 postage; account 101-255-731.003 computer equipment; account 101-255-804.001 legal services- Legal Advisor to the City Clerk; account 101-255-816.011 Prof Serv- Planning Advisor to the City Clerk; account 101-255-902.005 public notices; account 101-255-942.002 copier supplies; and

Whereas, the City Clerk is requesting to transfer \$32,300.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following accounts: 101-255.728.000 postage \$100; 101-255-731.003 computer equipment \$100; 101-255-804.001 Prof Serv Legal Services- Legal Advisor to the City Clerk \$16,000; 101-255-816.011 Prof Serv Planning Advisor to the City Clerk \$15,000.00; 101-255-902.005 public notices \$1,000; 101-255-942.002 copier supplies \$100; and

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 establish the following accounts in Dept (255) account 101-255-728.000 postage; account 101-255-731.003 computer equipment; account 101-255-804.001 legal services- Legal Advisor to the City Clerk; account 101-255-816.011 Prof Serv- Planning Advisor to the City Clerk; account 101-255-902.005 public notices; account 101-255-942.002 copier supplies; transfer \$32,300.00 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following accounts: 101-255-728.000 postage \$100; 101-255-731.003 computer equipment \$100; 101-255-804.001 Prof Serv Legal Services- Legal Advisor to the City Clerk \$16,000; 101-255-816.011 Prof Serv Planning Advisor to the City Clerk \$15,000.00; 101-255-902.005 public notices \$1,000; and 101-255-942.002 copier supplies \$100.

#4 RESOLUTION

Resolution of the Pontiac City Council



WHEREAS, the voters of the City of Pontiac approved the City of Pontiac Medical Marihuana Facilities Ordinance (Ordinance 2357 (B)) in 2018, and;

WHEREAS, Ordinance 2357 (B) section 9 gives the Clerk the authority to "award permits "to any applicant for a permit to operate a grower, processor, secure transporter, or safety compliance", and;

WHEREAS, Ordinance 2357 (B) section 9 states that the Clerk "shall assess, evaluate, score and rank each application based upon a scoring and ranking procedure developed by the clerk" for provisioning center applications, and;

WHEREAS, Ordinance 2357 (B) section 9(j) states that "the Clerk may engage professional expert assistance in performing the clerk's duties and responsibilities under this ordinance", and:

WHEREAS, the Clerk has selected Robert Huth, Jr., Esq., Kirk, Huth, Lange and Badalamenti, PLC to serve as the Professional Expert-Legal Advisor to the City Clerk at a cost not to exceed \$85,000.00, and;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council approves the agreement between the City of Pontiac and Kirk, Huth, Lange and Badalamenti, PLC to serve as the Professional Expert-Legal Advisor to the City Clerk at a cost not to exceed \$85,000.00 and authorizes the Mayor to sign the agreement.



ROBERT W. KIRK *
ROBERT S. HUTH, JR.
CRAIG W. LANGE
RAECHEL M. BADALAMENTI
MARYANNE J. DENEWETH
MICHAEL C. TAYLOR
ROSEMARY V. DAVIS
PATRICK S. MCKAY
ELIZABETH P. ROBERTS
ROBERTT. CAROLLO, JR.
RYAN J. L. FANTUZZI **

* Also Member of Florida Bar **Also Member of Virginia Bar ATTORNEYS AT LAW

WRITER'S E-MAIL: rhuth@kirkhuthlaw.com FACSIMILE: (588) 412-4949

19500 HALL ROAD SUITE 100 CLINTON TOWNSHIP, MICHIGAN 48038 (586) 412-4900

www.KirkHuthLaw.com

April 30, 2020

Dear Interim City Clerk Doyle:

Thank you for the opportunity to serve as "Professional Expert – Legal Advisor to the City Clerk" under the City of Pontiac Medical Marihuana Ordinance 2357(B) (the "Representation"). The engagement terms of this letter are listed below:

Client. The client in this matter will be the City of Pontiac/ City Clerk (the "Client"). This engagement does not create an attorney-client relationship with any other person or entity. The point of contact will be the City Clerk.

Scope of Engagement. In the course of the Representation, we will provide legal advice to the City Clerk, in his official capacity, in connection with his duties under the City of Pontiac Medical Marihuana Facilities Ordinance 2357(B) and matters related thereto. This includes legal advice with regard to applications for marihuana permits in the City of Pontiac, including but not limited to (1) advising on the legal consequences and effects of applicant criminal background information and staff/employee training and education materials; (2) complete a compliance review of scored provisioning center applications to ensure criteria has been consistently applied by members of the scoring team; and (3) attendance of at least four in-person meetings with the Scoring Team, as directed by the City Clerk. The City Clerk shall, in all cases, be the decision maker with respect to any scoring decision. We will NOT provide any service or advice other than legal advice.

Conflicts of Interest and Disclosure. Kirk, Huth, Lange & Badalamenti, P.L.C., including its owner(s), employee(s), and consultants (collectively "Kirk Huth") agrees that it will not represent any (1) organization, (2) individual with an ownership interest in an organization, or (3) individual, submitting an application for a marihuana facility license with the City of Pontiac. KirkHuth further agrees that it will not review, analyze, or grade any application for any (1) organization, (2) individual with an ownership interest in an organization, or (3) individual, submitting an application for a marihuana facility license with the City of Pontiac, that it has previously represented in any capacity. To the extent permissible pursuant to the Michigan Rules of Professional Conduct, Kirk Huth further agrees that it will provide disclosure

Interim City Clerk Doyle April 30, 2020 Page 2

of any such previous representation including (1) the client previously represented, (2) the nature of the representation, and (3) the time period of the previous representation. Such disclosure shall be updated on an ongoing basis as necessary.

Kirk Huth has been retained by clients in the marijuana industry. It has not offered any legal advice to any client pertaining to any issue in the City of Pontiac. It is not aware of any of those clients applying for a license in Pontiac. Kirk Huth is not terminating its relationship with any clients should it turn out that the client has applied in Pontiac. It will disclose the relationship to Pontiac and advise Pontiac to use another law firm to serve as "Professional Advisor to City Clerk" to review any matter relating to that client.

During the course of this engagement, Kirk, Huth, Lange & Badalamenti, PLC and Robert S. Huth, Jr., Esq. are prohibited from providing any legal representation for the City of Pontiac in any capacity, other than as identified herein.

Rates and Charges. In order to manage costs, Mr. Robert S. Huth, Jr. will be principally responsible for the Representation. Other attorneys and professional staff may be utilized as appropriate. A short bio of Mr. Huth is attached. Hourly rates will be as follows:

\$200 per hour for Robert S. Huth, Jr. and firm Associates \$90 per hour for staff

The cost for this Representation will not exceed \$85,000 unless otherwise agreed upon. Invoices will be addressed to the City of Pontiac, c/o Interim City Clerk Garland Doyle, 47450 Woodward Ave, Pontiac, MI 48342. Annual increases in attorney rates are the norm. Out of pocket expenses, if any, will be sent directly to the Client for payment, or we will pay those expenses and invoice, the Client for the expense. A detailed invoice will be provided on a monthly basis and due net 30 days. Interest at 1% per month is charged to late payments. If necessary, costs of collection, including attorney fees, are chargeable to the Client.

Federal Law. As you are aware, marihuana is currently still illegal under federal law. The laws of the State of Michigan and the City of Pontiac that allow for medical marihuana are not recognized by the federal government or by federal law enforcement authorities. State and local law has no effect on applicable federal laws, which may impose criminal and civil penalties for the possession, transportation, sale, or distribution of marihuana or for any activity related to marihuana products, services, businesses, or other activities. We are not providing any advice with respect to any federal law, including federal marihuana laws, implicated by the City of Pontiac's decision to regulate and license medical marihuana facilities.

Other Legal Matters. We are Special Counsel to the Client, and we only represent the Client to the extent provided herein. We will not provide advice, including legal advice, on any matter outside the scope of this letter. Client should contact its General Counsel on any matters falling outside the scope of this Representation.

Interim City Clerk Doyle April 30, 2020 Page 3

Dispute Resolution. If any dispute arises regarding the services provided to the Client by us or the charges for those services and related expenses, then we and the Client will first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to a third-party neutral facilitator in accordance with the mediation rules of the American Arbitration Association. If the dispute is not resolved in mediation, the dispute shall be settled through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified here. Judgment upon the award may be entered in any court of competent jurisdiction. The mediation and arbitration proceedings, including any hearings, shall be held in the Detroit metropolitan area. Client and we agree that neither is entitled to or shall request punitive or exemplary damages and that the arbitrators shall not have the authority to award such damages or any damages in excess of actual pecuniary damages.

Termination. The City of Pontiac, by resolution of the City Council, or Rob Huth, by written notice to the City Clerk, may terminate this engagement at any time, with or without cause, upon 30 days' notice to the other party, whereupon a final invoice will be provided and all accounts settled.

Document Retention. Generally, a client must be given advanced written notice of an attorney's intent to destroy retired files. It is our policy to destroy a file after a period of three (3) years from the date of last service. By agreeing to this Representation, Client consents to the destruction of the closed file after three (3) years, without advanced written notice to the Client of our intention to destroy the file. Should you wish a copy of that file before that deadline, the obligation of contact resides with the Client.

Please sign below and return this letter to me electronically or by mail. By signing this letter, you acknowledge that you have read, understood, consent to, and have had the opportunity to consult with independent counsel regarding the terms of this letter, and that you have the actual authority to enter into this Representation.

	Sincerely, Kirk, Huth, Lange & Badalamenti, P.L.C. Robert S. Huth, Jr. – Partner-
Terms and Conditions Approved By:	
	The City of Pontiac
Dated:	
•	By: Deirdre Waterman – Mayor of Pontiac

Rob Huth attended Murray State University (B.S. and chosen "Outstanding Student Leader" by Faculty) and received his Juris Doctorate from the Michigan State University (cum laude) in 1989. While in law school, Mr. Huth wrote for the Law Review.

Rob was ranked first academically in his class when he accepted an offer to join the Dykema law firm as a summer associate. He practiced at Dykema until he left in 1992 to run for U.S. Congress. Mr. Huth served as a Harrison Township Trustee from 1988 until 1992. In August of 1992 Rob joined Robert Kirk to start building a Macomb County Law firm.

Mr. Huth has been appointed by the Attorney General as a Macomb County Public Administrator and Special Assistant Attorney General. Rob is a member of the Municipal Law Section of the Michigan Bar Association. He has served as Shelby Township Attorney since 1996 and Harrison Township Attorney since 2006. He works to assist the firm in its representation of more than 30 other municipal corporations.

Rob's expertise is in municipal matters relating to litigation, ordinance drafting and misdemeanor prosecutions and general litigation. During the "Great Recession" he was appointed a founding member of the Michigan Government Turnaround Association and in the that capacity was often called upon by the Michigan Treasurer to assist municipalities during difficult financial times.

Rob, Suzanne and their three children enjoy spending time in Northern Michigan. Rob's favorite out of doors activities are ice fishing and snowboarding. Since 2010 Rob and Suzanne are happy they have been able to find time to help Detroit Loyola High School.

Practice Areas

Labor and Employment Law & Litigation

Probate & Estate Planning

Municipal Law & Litigation

Business Law & Commercial Litigation

Personal Injury

Background

Education:

Murray State University (B.S., 1985)

Michigan State University (J.D. with Honors, 1989)

Bar:

Eastern District for the State of Michigan

Michigan

Affiliation & Honors

Notre Dame Prep Board Member 2009-2019

Loyola High School Detroit football supporter 2010 to present

Member St. Andrews Catholic Church 15 years

Member of various groups that support Thoroughbred Horse Racing

"This law firm has a number of knowledgeable and cordial attorneys to help with most types of cases. Hired them because they were highly recommended."

D M Peters

VIEW ALL TESTIMONIALS

Three Communities Sue Drugmakers Over Opioids

#5 RESOLUTION

Resolution of the Pontiac City Council



WHEREAS, the voters of the City of Pontiac approved the City of Pontiac Medical Marihuana Facilities Ordinance (Ordinance 2357 (B)) in 2018, and;

WHEREAS, Ordinance 2357 (B) section 9 gives the Clerk the authority to "award permits "to any applicant for a permit to operate a grower, processor, secure transporter, or safety compliance", and;

WHEREAS, Ordinance 2357 (B) section 9 states that the Clerk "shall assess, evaluate, score and rank each application based upon a scoring and ranking procedure developed by the clerk" for provisioning center applications, and;

WHEREAS, Ordinance 2357 (B) section 9(j) states that "the Clerk may engage professional expert assistance in performing the clerk's duties and responsibilities under this ordinance", and:

WHEREAS, the Clerk has selected Giffels Webster to serve as the Professional Expert- Planning Advisor to the City Clerk at a cost not to exceed \$75,000.00, and;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council approves the agreement between the City of Pontiac and Giffels Webster to serve as the Professional Expert- Planning Advisor to the City Clerk under the leadership of Jill Bahm, AICP, Partner at a cost not to exceed \$75,000.00 and authorizes the Mayor to sign the agreement.



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 (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 planning and zoning compliance reviews of Official Medical Marihuana Applications for growers, processors, safety compliance facilities and secure transporters to ensure that planning and zoning criteria have been consistently and accurately applied by the Planning Manager and/or City Planner (planning staff).: Giffels Webster will complete a compliance review of scored provisioning center applications to ensure that planning criteria has been consistently and accurately applied by Planning Staff. This service includes compliance 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.
- 4. Make recommendations to the City Clerk if any errors, omissions or planning criteria have not been consistently applied by planning staff in regards to the above noted ordinances.

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 conducting a planning compliance review that follows city staff review for applications is \$675 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. The total fees shall not exceed \$75,000 without written approval from the city.

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. Invoices will be submitted to the client at the contact address above.

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.

TERMINATION

Either party may terminate this Agreement on at least 30 days written notice to the other, which shall be in the form of a resolution of the City of Pontiac or in writing by Giffels Webster. 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				
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CITY OF PONTIAC

BY:		BY:	
	Name: Jill S Bahm		Name: Deirdre Waterman
	Partner		Title: Mayor
	Date		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		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
Staff Planner	\$90	Senior Engineer	\$115
Associate Planner	\$105	Lead Engineer	\$120
Senior Planner	\$115	Traffic Engineer	\$115
Principal Planner	\$120	Senior Traffic Engineer	\$140
Project Manager	\$125	Senior Project Manager	\$165
Partner	\$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 LandUse 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	\$1,000 plus \$50/acre or fraction thereof
submitted as part of a conditional zoning request)	
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
Review of Application After First Two Reviews	50% the original fee for each additional review after 2
Expedited Review (to process a review in	200% of standard fee
5 working days (subject to availability)	
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.

giffels ... webster















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.





YEARS OF EXPERIENCE

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

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.

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 Two General Management Plans (2008-2016), State of Michigan DNR Michigan Natural Resources Trust Fund Grant Application Assistance (2018), White Lake Twp (\$1.4M Awarded)

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 VIIIage 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





YEARS OF EXPERIENCE

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, AICP CNU-A Senior Planner

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





YEARS OF EXPERIENCE

EDUCATION Master of Urban Planning Wayne State University

Bachelor of Arts Music Business Berklee College of Music

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.

Plans and Special Studies 2015 Master Plan Update, Marshall

2015 Master Plan Update, Gladstone

2015 Master Plan Update, Armada Two

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

#6 RESOLUTION

Resolution of the Pontiac City Council



WHEREAS, the voters of the City of Pontiac approved the City of Pontiac Medical Marihuana Facilities Ordinance (Ordinance 2357 (B)) in 2018, and;

WHEREAS, Ordinance 2357 (B) section 9 gives the Clerk the authority to "award permits "to any applicant for a permit to operate a grower, processor, secure transporter, or safety compliance", and;

WHEREAS, Ordinance 2357 (B) section 9 states that the Clerk "shall assess, evaluate, score and rank each application based upon a scoring and ranking procedure developed by the clerk" for provisioning center applications, and;

WHEREAS, Ordinance 2357 (B) section 16 states that "any applicant or permittee aggrieved by the denial or revocation of a permit or adverse decision under this ordinance may appeal to the clerk, who shall appoint a hearing officer to hear and evaluate the appeal and make a recommendation to the clerk", and:

WHEREAS, the Clerk has appointed John Fraser, Esq. and the law firm of Grewal Law, PLLC to serve as the hearing officer under Ordinance 2357(B) at a cost not to exceed \$45,000.00, and;

WHEREAS, other attorneys of the Grewal Law, PLLC may serve as the hearing officer if necessary and;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council approves the agreement between the City of Pontiac and Grewal Law, PLLC to serve as the Hearing Officer under Ordinance 2357(B) at a cost not to exceed \$45,000.00 and authorizes the Mayor to sign the agreement.

MICK S. GREWAL, SR.** DAVID S. MITTLEMAN SCOTT WEIDENFELLER NOLAN L. ERICKSON AYANNA D. NEAL RAOUL GRAHAM

GREWAL LAW PLLC

ATTORNEYS AT LAW ALSO LICENSED IN DC*, IL*, FL**, & CA**

LEON M. WALSH, JR.**
JOHN W. FRASER
DANIEL V. BARNETT
GUR-RAJAN S. GILL
TIM P. SEEGER **
KELLY R. MCCLINTOCK
CHEYENNE L. BENYI

May 1, 2020

Dear Interim City Clerk Doyle,

Thank you for the opportunity to serve as "Hearing Officer" under the City of Pontiac Medical Marihuana Facilities Ordinance 2357(B) (the "Representation"). The engagement terms of this letter are listed below:

Client. The client in this matter shall be the City of Pontiac/City Clerk (the "Client"). This engagement does not create an attorney-client relationship with any other person or entity. The point of contact for the Representation shall be the City Clerk.

Scope of Engagement. In the course of the Representation, we will provide legal advice to the City Clerk, in his official capacity, in connection with his duties under the City of Pontiac Medical Marihuana Facilities Ordinance 2357(B) (hereinafter "the Ordinance") and matters related thereto. This includes legal advice with regard to applications for marihuana permits in the City of Pontiac, including but not limited to (1) serving as a hearing officer for the purposes of hearing appeals of medical marihuana facility applicants in accordance with the Ordinance; (2) hearing and deciding appeals in the role of the hearing officer; (3) drafting written proposals for decision for the Client following each appeal hearing; and (4) consulting with the Client for the purpose of drafting rules regarding the appropriate format for hearing officer appeal hearings consistent with the Ordinance. We will NOT provide any service or advice other than legal advice.

Conflict of Interest and Disclosure. Grewal Law PLLC, including its member(s), employee(s), and consultants (collectively "Grewal Law") agrees that it will not represent any (1) organization, (2) individual with an ownership interest in an organization, or (3) individual submitting an application for a marihuana facility license with the City of Pontiac. Grewal Law further agrees that it will not review, analyze, grade, or hear the appeal on any application for any (1) organization, (2) individual with an ownership interest in an organization, or (3) individual submitting an application for a marihuana facility license with the City of Pontiac that it has previously represented in any capacity. To the extent permissible pursuant to the Michigan Rules of Professional Conduct, Grewal Law further agrees that it will provide disclosure of any such previous representation including (1) the client previously represented, (2) the nature of the representation, and (3) the time period of the previous representation. Such disclosure shall be updated on an ongoing basis as necessary.

MICK S. GREWAL, SR.**
DAVID S. MITTLEMAN
SCOTT WEIDENFELLER
NOLAN L. ERICKSON
AYANNA D. NEAL
RAOUL GRAHAM



LEON M. WALSH, JR.**
JOHN W. FRASER
DANIEL V. BARNETT
GUR-RAJAN S. GILL
TIM P. SEEGER ***
KELLY R. MCCLINTOCK
CHEYENNE L. BENYI

Grewal Law has been retained by clients in the marihuana industry. It has not offered any legal advice to any client pertaining to any issue in the City of Pontiac. It is not aware of any of those clients applying for a license in the City of Pontiac. Grewal Law is not terminating its relationship with any clients should it turn out that the client has applied in Pontiac. It will disclose the relationship to the City of Pontiac and advise the City of Pontiac to use another law firm to serve as "Hearing Officer" to review any matter relating to that client.

During the course of this engagement and for a period of one year after the engagement has concluded, Grewal Law PLLC, John W. Fraser, Esq., and any Grewal Law attorneys who directly and personally assist with the Representation are prohibited from providing any legal representation for the City of Pontiac in any capacity, other that as identified herein.

Rates and Charges. In order to manage costs, Mr. John W. Fraser will be principally responsible for the Representation. Other attorneys and professional staff may be utilized as appropriate. A curriculum vitae of Mr. Fraser has been sent separately. Hourly rates shall be:

\$200 per hour for John W. Fraser and other attorneys \$100 per hour for non-attorney staff

This engagement shall not exceed \$45,000.00 unless otherwise agreed upon by the parties in writing. Invoices will be addressed to the City of Pontiac, c/o Interim City Clerk Garland Doyle, 47450 Woodward Ave., Pontiac, MI 48342. Annual increases in attorney rates are the norm. Out of pocket expenses, if any, will be sent directly to the Client for payment, or we will pay those expenses and invoice the Client for the expense. A detailed invoice will be provided on a monthly basis and due net 30 days. Interest at 1% per month is charged to late payments. If necessary, costs of collection, including attorney fees, are chargeable to the Client.

Federal Law. As you are aware, marihuana is currently still illegal under federal law. The laws of the State of Michigan and the City of Pontiac that allow for medical marihuana are not recognized by the federal government or by federal law enforcement authorities. State and local law has no effect on applicable federal laws, which may impose criminal and civil penalties for the possession, transportation, sale, or distribution of marihuana or for any activity related to marihuana products, services, businesses, or other activities. We are not providing any advice with respect to any federal law, including federal marihuana laws, implicated by the City of Pontiac's decision to regulate and license medical marihuana facilities.

Other Legal Matters. We are Special Counsel to the Client, and we only represent the Client to the extent provided herein. We will not provide advice, including legal advice, on any matter outside the scope of this letter. Client should contact its General Counsel or the City Attorney on any matters falling outside the scope of this Representation.

MICK S. GREWAL, SR.**
DAVID S. MITTLEMAN
SCOTT WEIDENFELLER
NOLAN L. ERICKSON
AYANNA D. NEAL
RAOUL GRAHAM

GREWAL LAWPLIC

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CHEYENNE L. BENYI

Material Control

Dispute Resolution. If any dispute arises regarding the services provided to the Client by us or the charges for those services and related expenses, then we and the Client will first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to a third-party neutral facilitator in accordance with the mediation rules of the American Arbitration Association. If the dispute is not resolved in mediation, the dispute shall be settled through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified here. Judgment upon the award may be entered in any court of competent jurisdiction. The mediation and arbitration proceedings, including any hearings, shall be held in the Detroit metropolitan area. Client and we agree that neither is entitled to or shall request punitive or exemplary damages and that the arbitrators shall not have the authority to award such damages or any damages in excess of actual pecuniary damages.

Termination. The City of Pontiac, by resolution of the City Council, or John W. Fraser, by written notice to the City Clerk, may terminate this engagement at any time, with or without cause, upon 30 days' notice to the other party, whereupon a final invoice will be provided and all accounts settled.

Document Retention. At the conclusion of the Representation, original documents, if any, shall be returned to Client, and Client's file will be closed. We agree to store Client's file and any documents associated with Client's file for a minimum period of 5 years following the conclusion of the Representation. At any time after 5 years following the conclusion of the Representation, we may, in our discretion, destroy Client's closed file without any advance written notice to Client of our intention to destroy the file. At any time prior to the file's destruction, Client may request in writing a copy of any portion of Client's file, and Client agrees to pay a reasonable fee for any copies requested.

Please sign below and return this letter to me electronically or by mail. By signing this letter, you acknowledge that you have read, understood, consent to, and have had the opportunity to consult with independent counsel regarding the terms of this letter, and that you have the actual authority to enter into this Representation.

Sincerely,	·
Grewal Law PLLC	Terms and Conditions Approved By:
	The City of Pontiac
By: John W. Fraser	
Its: Attorney and Authorized Agent	By: Deirdre Waterman
	Its: Mayor
Dated:	Dated:

LANSING • GRAND RAPIDS • DETROIT • NORTHVILLE • NATIONWIDE

John W. Fraser

2290 Science Parkway Okemos, MI 48864 517-393-3000 jfraser@4grewal.com

EDUCATION

Michigan State University College of Law, East Lansing, MI Juris Doctor, summa cum laude, May 2015

- GPA 4.0, Class Rank: 1/259
- Jurisprudence Awards (highest grade) in: Mortgages; Law & Interpretation; Federal Jurisdiction; Antitrust Law; Copyright Law; Constitutional Law II; Equity; Property; Contracts; and Research, Writing & Analysis
- Michigan State Law Review, Managing Editor

Central Michigan University, Mt. Pleasant, MI Bachelor of Science, vum lande, Philosophy and Political Science, May 2011

PROFESSIONAL LICENSES

State Bar of Michigan - Licensed to practice in all State of Michigan courts.

United States Court of Appeals for the Sixth Circuit.

United States District Court for the Eastern District of Michigan.

United States District Court for the Western District of Michigan.

United States District Court for the District of Colorado.

United States District Court for the Southern District of Indiana.

LEGAL EXPERIENCE

Grewal Law PLLC, Okemos, MI Associate Attorney, September 2017 – Present

- Practice Areas: Cannabis law, criminal law, civil litigation, business law and litigation, and
- Practice Group Leader for Firm's Cannabis Law practice group.
- Select Professional Experience:

appellate law.

- o Represent Entrepreneurs and Investors from inception through licensure and beyond for medical and adult-use marijuana businesses.
 - Successfully represented businesses secure medical and adult-use marijuana licensing in municipalities across the State of Michigan.
 - Successfully represented applicants initially denied by the Bureau of Medical Marihuana Regulation secure licensure through administrative and appellate processes.
- O Draft and Evaluate Medical and Adult-Use Marijuana Business Applications and Materials in accordance with local municipal ordinances, Medical Marihuana Facilities Licensing Act, Michigan Regulation and Taxation of Marihuana Act, and all applicable rules promulgated by Marijuana Regulatory Agency.
- o Argued People v. Shae Lynn Mullins before the Michigan Supreme Court in May 2019.

White Law PLLC, Okemos, MI

Associate Attorney, October 2015 – August 2017

- Practice Areas: Civil litigation, business law and litigation, appellate law, criminal law, estate planning, real property law, and intellectual property law.
- Select Professional Experience:
 - O January 2016 April 2017 Successfully argued and won a motion for immunity under Section 4 of the Michigan Medical Marihuana Act following a two-day evidentiary hearing, resulting in dismissal of numerous felony charges in the 30th Circuit Court. The People appealed, and the Court of Appeals unanimously affirmed in favor of my client in a published opinion in *People v Mannel*, Michigan Court of Appeals Docket No. 331408.

ACADEMIC EXPERIENCE

Western Michigan University Cooley Law School, Lansing, MI Adjunct Professor of Law, August 2018 – Present

• Teach Course on Medical Marijuana and the Law.

AWARDS AND RECOGNITIONS

March 2018 – Named one of the Top 5 Lawyers Under 35 By the Ingham County Bar Association 2018 – Named to the Council of the Marijuana Law Section of the State Bar of Michigan.

October 2018 – Recognized as a "Pioneer" in the area of Marijuana Law by the Marijuana Law Section.

October 2018 - October 2019 - Served as Secretary/Treasurer of the Marijuana Law Section of the State Bar of Michigan.

October 2019 - Present - Chair-Elect of the Marijuana Law Section of the State Bar of Michigan

SELECT PUBLICATIONS

John W. Fraser & Ashlee N. Lynn, Family Law Issues in Medical Marijuana: A Smoky Situation, INCHAM COUNTY BAR ASSOCIATION BRIEFS, Forthcoming 2018.

John W. Fraser, People v. Manuel, INGILM COUNTY BAR ASSOCIATION BRIEFS, May 2017, at 16.

John W. Fraser, Ain't Too Proud to Beg? Anti-Begging Laws' First Amendment Problem, 26 U. Fl. V. J.L. & PUB. POL'Y (2015).

SELECT SPEAKING ENGAGEMENTS

February 1, 2020 – Ingham County Bar Association Bench Bar Conference, *Primer on Marijuana Legal Issues*.

October 25, 2019 – Marijuana Law Section Annual Conference, *Practical Advice from Bench* (moderated panel discussion with Supreme Court Chief Justice Bridget Mary McCormack, Court of Appeals Judge Amy Ronayne Krause, Genesee Circuit Judge Joseph Farah, and Tuscola Circuit Judge Amy Gierhart).

June 13, 2019 – Marijuana Law Section, An Overview of the MRTMA: Permissions, Prohibitions, and the Interplay with Other Criminal Statutes (co-presented with Allison Arnold and Bernard Jocuns).

February 16, 2019 – State Bar of Michigan's Criminal Law Section Winter Conference, *Prohibition Repealed: Breaking Down the MRTMA*.

January 25, 2019 – Ingham County Bar Association – Real Property Section, *Prohibition Repealed: Breaking Down the MRTM-4*.

January 4, 2019 – Ingham County Bar Association – Criminal Law Section, *Prohibition Repealed: Breaking Down the MRTM-1*.

October 26-27, 2018 – Marijuana Law Section Annual Conference, Choice of Entity for License Application (co-presented with Joseph Angell, CPA) & Litigation Issues in MJ Defense.

April 2018 – Marijuana Law Section Criminal Bootcamp, Immunity Under the MiMMA – State and Federal Considerations.

Cheyenne Benyi – Attorney Bio

Cheyenne Benyi joined Grewal Law PLLC as an associate attorney after working with the team for eighteen months as a law clerk. Her practice focuses primarily on personal injury and general practice matters.

Cheyenne earned her double Bachelor of Science from Michigan State University in 2016, where she majored in Criminal Justice and Anthropology. As a through and through Spartan, Cheyenne earned her juris doctor and graduated from Michigan State University College of Law in 2019. During law school, Cheyenne gained a variety of experience in the legal field working as a legislative intern for the Michigan State Senate and a legal intern at Legal Services of Eastern Michigan. She also worked as a volunteer for the National Lawyers Guild on the Mass Incarceration Committee where she assisted prisoners in legal research and understanding their rights.

Cheyenne grew up in Pinckney, Michigan and her commitment to helping others began at a young age. Prior to law school, she volunteered with Invisible Children for three years where she worked with communities in central Africa to help reunite former child soldiers with their families. Later on in college, Cheyenne was co-president of the MSU chapter of Pangea Educational Development where she worked to unify communities through sustainable education. She also helped establish a mentoring program with at-risk students at Waverly Middle School in Lansing, Michigan.

In her spare time, Cheyenne enjoys spending time with her family, including her adorable and favorite nephew, KJ.

Steve Delie - Attorney Bio

Steve Delie is an associate attorney with Grewal Law PLLC. His practice focuses on marijuana law, general litigation, and criminal defense.

Prior to joining Grewal, Steve gained extensive experience with Michigan's marijuana law through his work with various Michigan municipalities. This experience allows Steve to help his clients navigate not only the requirements of Michigan's licensing process, but also local municipal regulations. As a result, Steve is able to assist his clients in navigating the complete range of rules applying to the marijuana industry.

Steve earned his Bachelor of Arts, *magna cum lande*, from Hillsdale College, where he majored in Political Science. In 2015, Steve graduated from Michigan State University College of Law, summa cum laude, ranked in the top 10% of his class. During law school, Steve also served as an Associate Editor of the Michigan State Law Review and served as a teaching assistant for Professors Philip Pucillo and Daniel Barnhizer. As a law student, Steve worked for former Chief Justice Young of the Michigan Supreme Court, as well as for the Federal Reserve Bank of Richmond.

Tim Seeger – Attorney Bio

Tim specializes in Employment Law, Personal Injury, ADA Compliance, Administrative Law, Family Law, Contracts, Abuse and Neglect, Medical Marijuana, Marijuana Licensing, and Probate Law. Tim maintains a strong desire to help those in need and spend the time necessary to provide honest legal guidance.

Prior to joining Grewal Tim worked at a boutique law firm in Orange County, California handling matters including, but not limited to, Family Law, Employment Law, Class Actions, Contract disputes, Bankruptcy Law, Business Law, Probate including Guardianships and Conservatorships, and Real Property Law. Tim has appeared in numerous court proceedings from the Court of Appeals, to Federal Court, to administrative hearings. Tim has a strong courtroom presence in which his confidence and comfort provides ease to clients during their most difficult times.

Tim understands his title is not just attorney but Counsel. As a Counselor Tim knows it is his job to Counsel each client on the law. This is not accomplished through mere dictation of the law but listening to each client and understanding their needs and why they came to this firm. Tim understands no one is happy to call an attorney and only do so because a legal right was infringed, legal assistance is needed, or an individual seeks legal guidance. It is due to the delicate nature of needing an attorney that Tim is passionate about counseling clients on their rights. This is true if you are in an accident, going through a divorce, or a business client looking to understand how to protect your future. Tim takes passion in treating each client with care and a willingness to inform.

Tim grew up in Virginia and attended the University of South Carolina for his undergraduate degree. While at South Carolina Tim obtained his bachelor's degree with a focus in history and a minor in political science. Tim attended Thomas Jefferson School of Law in San Diego, CA.

In his spare time Tim enjoys playing golf, hiking, camping, spending time with his wife and their dogs, and traveling. Tim is a huge sports fan and will gladly discuss why the Dallas Cowboys will always be America's Team.

#7 ORDINANCE



EXECUTIVE OFFICE CITY OF PONTIAC

47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009

Mayor Deirdre Waterman

TO:

HONORABLE COUNCIL PRESIDENT WILLIAMS AND CITY COUNCIL MEMBERS

FROM:

JANE BAIS DISESSA, DEPUTY MAYOR

CC:

MAYOR WATERMAN; ANTHONY CHUBB, CITY ATTORNEY; DAN RINGO, DPW

DIRECTOR, JOHN BALINT, HRC; MIKE WILSON, BUILDING & SAFETY; AND VERN

GUSTAFSSON, CITY PLANNER

SUBJECT:

FIRST READING OF AN ORDINANCE TO AMEND CHAPTER 114, TRAFFIC AND

VEHICLES, ARTICLE VI, SNOW EMERGENCY ROUTES.

DATE:

APRIL 23, 2020

As prepared by the City Attorney and requested by the City Council, for your consideration, attached is the Ordinance to amend Chapter 114, Traffic and Vehicles, Article VI, Snow Emergency routes. Please note that this is the First Reading.

JBD

Attachment

CITY OF PONTIAC ORDINANCE NO.

AN AMENDMENT TO ORDINANCE CHAPTER 114, TRAFFIC AND VEHICLES, ARTICLE VI, SNOW EMERGENCY ROUTES, AS FOLLOWS.

THE CITY OF PONTIAC ORDAINS:

114-186 Definitions.

As used in this article:

Director means the person or in his absence, his duly designated and acting representative, designated by the Mayor as the Director of Public Works.

Second priority streets means all streets not designated snow emergency routes.

Snow Emergency means any occurrence of 3 inches of snowfall or more within a 24-hour period, as recorded by the U.S. Weather Bureau.

Snow emergency routes means those streets designated by the public works and services department and marked as such. These streets will be considered first priority streets for the purpose of this article.

114-187 Declaration of Snow Emergency

- (a) A Snow Emergency shall be declared by the Director of Public Works as set forth herein by posting on the City website and in the City Clerk's office.
- (b) Upon the declaration of a snow emergency, the Director of Public Works shall direct that all City local streets be plowed within a reasonable amount of time.
- (c) If appropriate weather conditions exist, the Director of Public Works shall direct that all City local streets be salted within a reasonable amount of time.

114-1878 Parking on snow emergency routes restricted.

- (a) Parking on snow emergency routes shall be prohibited under the following conditions: Whenever the director finds, on the basis of falling snow, sleet, or freezing rain, or on the basis of a forecast the U.S. Weather Bureau or other weather service of snow, sleet or freezing rain, that weather conditions will make it necessary that parking on city streets be prohibited or restricted for snowplowing or other purposes, the director shall cause to be put in effect a parking prohibition on parts of or all snow emergency routes as necessary by declaring it in a manner prescribed by this article.
- (b) Once in effect, a prohibition under this section shall remain in effect until terminated by announcement of the director in accordance with this article, except that any street area which has

become clear of snow and ice from curb to curb for a length thereof lying between two successive street intersections shall be automatically excluded therefrom. While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a snow emergency route to which it applies.

(c) Nothing in this section shall be construed to permit parking at any time or place where it is forbidden by any other provision of law.

114-1889 Parking on second priority streets.

- (a) Whenever the director finds, on the basis of falling snow, sleet, freezing rain, or on the basis of a forecast by the U.S. Weather Bureau or other weather service of snow, sleet, or freezing rain, that weather conditions will make it necessary that parking on city streets be prohibited or restricted for snow plowing and other purposes, the director shall cause to be put into effect a parking prohibition on parts of or all second priority streets between the hours of 12:01 a.m. and 8:00 a.m. in a manner prescribed below:
- (1) On days having uneven dates vehicles are prohibited from parking on the side of the street having uneven street numbers.
- (2) On days having even dates, vehicles are prohibited from parking on the side of the street having even street numbers.
- (b) The prohibition shall remain in effect until terminated by announcement of the director in accordance with this article or until any street area has been substantially clear of snow and ice from curb or median line for the length thereof lying between two successive street intersections on any street to which it applies.

114-18990 Announcement of parking prohibition.

- (a) The director shall cause each declaration made by him pursuant to this article to be publicly announced by means of broadcasts and/or telecasts from station(s) with a normal operating range covering the city. He may cause such declaration to be further announced in newspapers of general circulation when feasible. Each announcement shall describe the action taken by the director including the time it became or will become effective, and shall specify the streets or areas affected, except as otherwise provided in section 114-1878 (b).
- (b) The director shall make or cause to be made a record of each time and date when any declaration is announced to the public in accordance with this section.

114-1901 Termination of parking restrictions.

Whenever the director shall find that some or all of the conditions which give rise to a parking prohibition in effect pursuant to this article no longer exist, he may declare this prohibition terminated.

114-19\(\frac{1}{2}\)2 Erection of signs on snow emergency routes.

On each street designated as a snow emergency route, the public works and services department shall erect signs plainly marking such routes and sufficient in number to apprise the ordinarily observant person that such street or highway is a snow emergency route.

114-1923 Removal of disabled vehicle.

- (a) Whenever a vehicle becomes disabled for any reason on any part of a snow emergency route on which there is a covering of snow, sleet or ice or on which there is a parking prohibition in effect, the person operating such vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of such snow emergency route.
- (b) No person shall abandon or leave a vehicle in the roadway of a snow emergency route, regardless of whether indicated by a raised hood or otherwise, that the vehicle is disabled, except for the purpose of securing assistance during the actual time necessary to go to a nearby telephone or to a nearby garage, gasoline station, or other place of assistance and return without delay.

114-1934 Removal, impounding and return of vehicles.

- (a) Members of the police department are authorized to remove or have removed a vehicle from a street to the nearest garage or other place of safety (including but not limited to another place on a street), or to a garage designated or maintained by the police department, or otherwise maintained by this city, when:
- (1) The vehicle is parked on a part of a snow emergency route on which a parking prohibition is in effect.
- (2) The vehicle is stalled on a part of a snow emergency route on which there is a covering of snow, sleet, or ice or on which there is a parking prohibition in effect and the person who was operating such vehicle does not appear to be removing it in accordance with the provisions of this article.
- (3) The vehicle is parked in violation of any parking ordinance or provision of law and is interfering or about to interfere with snow removal operations.
- (b) No person shall recover any vehicle impounded in accordance with this section except as provided herein. Before the owner or person in charge of such vehicle shall be allowed to recover it from the place where it has been impounded, he shall present to a member of the police department evidence of his identity and right to possession of the vehicle, shall sign a receipt for its return, shall pay the cost of removal and storage.
- (c) It shall be the duty of the police department to keep a record of each vehicle impounded in accordance with this section. The record shall include a description of the vehicle, its license number, the date and time of its removal, where it was removed from, its location, the name and address of its owner and last operator, if known, its final disposition, and the parking violation involved.
- (d) This section shall be supplemented to any other provision of law granting members of the police department authority to remove vehicles.

114-1945 Citation of vehicle parked or left in violation of article.

Whenever any motor vehicle without a driver is found parked or left in violation of any provision of this article, and is not removed and impounded as provided for in section 114-1934, the officer finding such vehicle shall take its registration number and any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a traffic citation for the driver to answer to the charge against him within the time limit and during the hours and at a place specified in the citation.

114-1956 Failure to respond to citation.

If such owner or operator does not appear in response to a traffic citation affixed to such motor vehicle in accordance with section 114-1945, the parking violations bureau shall send the owner of the motor vehicle to which the traffic citation was affixed a letter informing him of the violation and warning him that in the event such letter is disregarded for a period of ten days a warrant of arrest will be issued.

114-1967 Responsibility of owner for violations.

In any prosecution with regard to a vehicle parked or left in a place or in a condition of any provision of this article, proof that the particular vehicle described in the complaint was parked or left in violation of a provision of this article, together with proof that the defendant named in the complaint was at the time the registered owner of such vehicle, shall constitute prima facie evidence that the defendant was the person who parked or left the vehicle in violation of this article.

114-1978 Precedence over conflicting laws.

Any provision of this article, while temporarily in effect, shall take precedence over other conflicting provisions of law normally in effect, except that it shall not take precedence over other provisions of law relating to traffic accidents, emergency travel of authorized vehicles, or emergency traffic directions by a police officer.

114-1989—114-210 Reserved.

I hereby certify this ordinance amendmen Council of the City of Pontiac on the			
Gar	land Doyle, Interin	n City Clerk	
I further hereby certify this ordinance amen by the City Council of the City of Pontiac			
Gar	land Doyle, Interin	a City Clerk	
I further hereby certify that the foregoing by the City Council and was published day of, 2020	erbatim in a publ		-
Gar	land Doyle, Interin	n City Clerk	The second of th

#8 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO:

Honorable Mayor, Council President and City Council Members

FROM:

Jane Bais-DiSessa, Deputy Mayor, at the request of

Dan Ringo, Interim Director DPW

DATE:

April 15, 2020

RE:

Michigan Department of Transportation (MDOT) - Public Act 51

Reporting

Public Act 51, as amended, requires that each incorporated city and village sign and submit the annual map and request changes to the Data Inventory and Integration Division of MDOT.

It is the duty of the municipalities Street Administrator to prepare this report and map and ensure the submittal to the appropriate MDOT division by June 30, 2020.

This map indicates miles of local and major streets within our street system. When MDOT certifies this map the miles become a legal document. The certified mileage is a part of the formula utilized by MDOT to calculate the City of Pontiac's share of state revenues.

Based upon the above and attached information, it is the recommendation of the Department of Public Works that the following resolution be passed by Pontiac's City Council.

WHEREAS.

the City of Pontiac did, on July, 25, 2019, acquire title to Vanguard

Drive, and;

WHEREAS,

it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended, and;

NOW, THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

ROAD CENTERLINE DESCRIPTION – VANGUARD DRIVE (60FT R.O.W.)

Part of the South 1/2 of Section 19, T.3N., R.10E, City of Pontiac, Oakland County, Michigan being more particularly described as:

A 60-Foot R.O.W. who's centerline is described as commencing at the Southwest corner of said Section 19, said point being Remonumentation corner recorded in Liber 21052, on page 154, Oakland County Records; thence N00°13'31"W, 4.99 feet along the West line of Section 19 to a Property Controlling Corner, (previously recorded as the Southwest Corner of Section 19, T.3N., R.10E.), said point being the westerly extension of the south line of Vanguard Drive, variable width -public (as recorded in Liber 41530, Pages 389-391, Oakland County Records); thence continuing N00°13'31"W, 30.00 feet to a point on said West line of Section 19, said point being the centerline intersection of US-24 (Telegraph Road) and Vanguard Drive, said point also being the POINT OF BEGINNING;

thence along the Centerline of Vanguard Drive S89°16'27"E, 2275.83 feet to the POINT OF ENDING.

All bearings are in relation to the Replat No. 4 to Oakland County Condominium Subdivision Plan No. 1451, Exhibit "B" to the Master Deed of OP Condominium, Oakland County Records.

- 2. Vanguard Drive is located in City of Pontiac right-of-way and is under the control of the City of Pontiac.
- 3. Vanguard Dive is a public street and is for public street purposes.
- 4. Vanguard Drive is accepted into the municipal street system and is open to the public for public street use on or before July 25, 2019.

Exhibit A

ACT 51 LOCAL STREET SYSTEM ADDITION ROAD CENTERLINE CERTIFICATION DESCRIPTION OF VANGUARD DRIVE

ROAD CENTERLINE DESCRIPTION - VANGUARD DRIVE (60ft R.O.W.)

Part of the South 1/2 of Section 19, T.3N., R.10E, City of Pontiac, Oakland County, Michigan being more particularly described as:

A 60-Foot R.O.W. who's centerline is described as commencing at the Southwest corner of said Section 19, said point being Remonumentation corner recorded in Liber 21052, on page 154, Oakland County Records; thence N00°13'31"W, 4.99 feet along the West line of Section 19 to a Property Controlling Corner, (previously recorded as the Southwest Corner of Section 19, T.3N., R.10E.), said point being the westerly extension of the south line of Vanguard Drive, variable width —public (as recorded in Liber 41530, Pages 389—391, Oakland County Records); thence continuing N00°13′31″W, 30.00 feet to a point on said West line of Section 19, said point being the centerline intersection of US-24 (Telegraph Road) and Vanguard Drive, said point also being the POINT OF BEGINNING;

thence along the Centerline of Vanguard Drive S89°16'27"E, 2275.83 feet to the POINT OF ENDING.

All bearings are in relation to the Replat No. 4 to Oakland County Condominium Subdivision Plan No. 1451, Exhibit "B" to the Master Deed of OP Condominium, Oakland County Records.



PONTIAC, MI 48342-5032 TEL. (248) 332-7931 FAX. (248) 332-8257

PREPARED FOR: CITY OF PONTIAC

SCALE NONE

DATE 05-18-2018 J.D.K.

DRAWN

JOB NO. SHEET J705 1 of 1

FINDLEY PROFESSIONAL SURVEYOR NO. 55108



#9 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO:

Honorable Mayor, Council President and City Council Members

FROM:

Jane Bais-DiSessa, Deputy Mayor, at the request of

Dan Ringo, Interim Director DPW

DATE:

April 20, 2020

RE:

Michigan Department of Transportation (MDOT) - Public Act 51

Reporting

Public Act 51, as amended, requires that each incorporated city and village sign and submit the annual map and request changes to the Data Inventory and Integration Division of MDOT.

It is the duty of the municipalities Street Administrator to prepare this report and map and ensure the submittal to the appropriate MDOT division by June 30, 2020.

This map indicates miles of local and major streets within our street system. When MDOT certifies this map the miles become a legal document. The certified mileage is a part of the formula utilized by MDOT to calculate the City of Pontiac's share of state revenues.

Based upon the above and attached information, it is the recommendation of the Department of Public Works that the following resolution be passed by Pontiac's City Council.

WHEREAS,

the City of Pontiac did on or before July 30, 2019 acquire title to

Diston Drive, and

WHEREAS.

it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of

obtaining funds under Act 51, P.A. 1951 as amended, and;

NOW, THEREFORE IT IS RESOLVED:

That the center line of said street is described as: 1.

ROAD CENTERLINE DESCRIPTION - DISTON ROAD (130 ft R.O.W.)

Part of the East 1/2 of Section 32, T.3N., R.10E, City of Pontiac, Oakland County, Michigan being more particularly described as:

A 130-Foot R.O.W. who's centerline is described as commencing at the Southeast corner of said Section 32; thence N01°31'W, 2006.42 feet along the East Line of said section 32 to a point of curvature; thence 304.12 feet along a curve to the left (radius 430.00 feet, central angle 40°31'24", long chord bears N21°46'42"W 297.82 feet) to a point, said point being the centerline intersection of Franklin and Diston Road, said point also being the POINT OF BEGINNING;

thence continuing along the centerline of Diston Road 369.30 feet along a curve to the left (radius 430.00 feet, central angle 49°12'26", long chord bears N66°38'37"W 358.05 feet) to a point of tangency; thence continuing along the Centerline of Diston Road S88°45'10"W, 684.56 feet to the POINT OF ENDING.

All bearings are in relation to Ball Park Subdivision (recorded as Document Number 23319, Liber 46 of Plats on Page 8, Oakland County Records)

- Diston Road is located in City of Pontiac right-of-way and is under the control of the City of Pontiac.
- Diston Road is a public street and is for public street purposes.
- 4. Diston Road is accepted into the municipal street system and is open to the public for public street use on or before December 31, 2019.

Exhibit A

ACT 51 LOCAL STREET SYSTEM ADDITION ROAD CENTERLINE CERTIFICATION DESCRIPTION OF DISTON ROAD

ROAD CENTERLINE DESCRIPTION - DISTON ROAD (130ft R.O.W.)

Part of the East 1/2 of Section 32, T.3N., R.10E, City of Pontiac, Oakland County, Michigan being more particularly described as:

A 130—Foot R.O.W. who's centerline is described as commencing at the Southeast corner of said Section 32; thence N01°31'W, 2006.42 feet along the East Line of said section 32 to a point of curvature; thence 304.12 feet along a curve to the left (radius 430.00 feet, central angle 40°31'24", long chord bears N21°46'42"W 297.82 feet) to a point, said point being the centerline intersection of Franklin and Diston Road, said point also being the POINT OF BEGINNING;

thence continuing along the centerline of Diston Road 369.30 feet along a curve to the left (radius 430.00 feet, central angle 49"12'26", long chord bears N66'38'37"W 358.05 feet) to a point of tangency; thence continuing along the Centerline of Diston Road S88'45'10"W, 684.56 feet to the POINT OF ENDING.

All bearings are in relation to Ball Park Subdivision (recorded as Document Number 23319, Liber 46 of Plats on Page 8, Oakland County Records)



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

FAX. (248) 332-8257

PREPARED FOR: CITY OF PONTIAC SCALE NONE

DATE 05-18-2018 DRAWN J.D.K.

JOB NO.

TE OF MICHIE

FINDLEY **PROFESSIONAL** SURVEYOR NO 55108 POFESSIONAL

> SHEET J705 1 of 1



#10 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO:

Honorable Mayor, Council President and City Council Members

FROM:

Adrienne Zeigler, Purchasing Agent

Thru:

Office of Deputy Mayor, Jane Bais-DiSessa

DATE:

April 29, 2020

RE:

CDBG Demolition Bids - Batch 16

The City advertised for bids for Home Demolition Batch 16. Proposals were accepted on April 20, 2020 at 3:00 pm in the office of the City Clerk. The bids were publicly opened via Zoom video conferencing due to the Covid -19 pandemic. Community Development Block Grant (CDBG) monies provide funding for this project.

As shown below, there were ten respondents for Batch 16 to the RFP:

Batch 16:

Salenbien Excavating \$249,825.39 • Inner City Builder LLC \$285,190.00 • McMillian Group Inc. \$140,780.00 • Simply Construction & Excavating \$243,220.00 • Christman Construction \$249,343.00 o SA Torello Inc \$189,990.00 • WT Stevens Construction \$265,073.00 • Smalley Construction \$211,350.00 • International Construction \$169,500.00 • Adams Group \$254,730.00

A comparison of bid prices was developed. Based on the review, the most responsible bidder whose bid was determined to be in the best interest of the City is the McMillian Group Inc.

As such, It is recommended that the City authorize the Mayor to enter into a contract with the above-mentioned bidder, the McMillian Group Inc.

WHEREAS, the City of Pontiac advertised and received responses to a request for proposals for Home Demolition for Batch 16 on April 20, 2020 and publicly opened bids via Zoom; and,

WHEREAS, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the project construction manager; and,

WHEREAS, the most experienced and responsible bidder is being recommended for the contract; and.

WHEREAS, the contract will be granted to the McMillian Group Inc. The funding for all work performed under this contract will come from CDBG.

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor to enter into a contract with the McMillian Group Inc. for Home Demolition for Batch 16 as budgeted.

REFERRAL/RECOMMENDATION FORM

DATE: May 29 2020
To: Jane Bais-DiSessa, Deputy Mayor
From: Adrienne Zeigler, Purchasing Agent
THE ATTACHED DOCMENTS ARE BEING REFEERED FOR THE FOLLOWING REASONS:
Clty Council X Bld Approval Budget Approval Cancelled Other
The following bid is attached: <u>Demolition Batch 16</u>
You Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other. RFP: 2020 Demolition Project- Batch 16
REMARKS: After a competitive process and a public bid opening, it is recommended
that the McMillian Group Inc. be awarded the demolition contract for batch 16.
Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.
Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.
Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.

Recommendations for bids over \$10,000,00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature Record."

Vendor has met the requirements of the Request For Proposal Bid Documents.
The above named firm has also provided references of the companies where they have performed similar work.
The bounds of the Latin City DED
They have the experience and equipment necessary to perform the duties of the RFP,
I have included a bid tabulation showing all the Bidders and their prices.
Signature of Pyrchasing Agent: Adrienne Zeigler Jypp
Date: 4/29/2020 Approved by: JANE BAIS DISESSA, Deputy Many
Signature of Deputy Mayor: Sane Bail D. Jesse
Date: 4/29/2020
Oakland County LARACORPSSAMIncome TaxProperty InfoCity A/PSBA
MITN ProfileWebsiteBld Tab Vendor ListRFPXAddendum

City of Pontiac Bid Results for Demolition Bid Opening Held April 20, 2020

Name of Company	Total Bid Submitted
Adams Group	\$254,730.00
Christman Construction	\$249,343.00
MacMillian Group	\$140,780.00
Inner City Builder LLC	\$285,190.00
International Construction	\$169,500.00
Salaenbien Excavating	\$249,825.39
SA Torello Inc.	\$189,990.00
Smalley Construction	\$211,350.00
Simply Construction and Excavating	\$243,220.00
WT Stevens Construction	\$265,073.00

CITY OF PONTIAC BLIGHT ELIMINATION												
	BATCH 16											
# OF HOMES	ADDRESS	Salenbien Excavating	Inner City Builder LLC	Simply Construction & Excavating	MacMillian Group	Christman Construction	SA Torello Inc	WT Stevens Construction	Smalley Construction	International Construction	Adams Group, INC	DISTRICT
1	451 Anderson	\$11,464.93	\$10,470.00	\$9,630.00	\$5,300.00	\$14,664.00	\$7,150.00	\$12,800.00	\$7,400.00	\$7,184.00	\$10,655.00	7
2	200 Crystal Lake	\$12,894.64	\$11,690.00	\$8,760.00	\$5,300.00	\$17,302.00	\$5,900.00	\$12,018.00	\$8,800.00	\$6,535.00	\$11,675.00	1
3	99 Home	\$7,397.54	\$12,590.00	\$10,160.00	\$5,590.00	\$12,657.00	\$10,250.00	\$12,863.00	\$7,312.00	\$7,579.00	\$13,325.00	3
4	101 Home	\$7,397.55	\$12,590.00	\$10,160.00	\$5,590.00	\$12,456.00	\$10,250.00	\$12,863.00	\$7,312.00	\$7,579.00	\$9,600.00	3
5	103 Home	\$7,397.56	\$12,590.00	\$10,160.00	\$5,590.00	\$12,448.00	\$10,250.00	\$12,863.00	\$7,312.00	\$7,579,00	\$9,600.00	3
6	105 Home	\$7,397.54	\$12,590.00	\$10,160.00	\$5,590.00	\$12,448.00	\$10,250.00	\$12,863.00	\$7,314.00	\$7,579.00	\$9,600.00	3
7	160 Huron	\$55,554.77	\$87,640.00	\$82,510.00	\$49,500.00	\$12,448.00	\$54,850.00	\$76,129.00	\$68,250.00	\$57,552.00	\$66,965.00	2
8	405 Linda Vista	\$11,665.11	\$10,320.00	\$8,710.00	\$5,230.00	\$15,067.00	\$6,380.00	\$10,963.00	\$6,950.00	\$6,498.00	\$10,895.00	6
9	18 McNeil	\$19,595.83	\$14,750.00	\$9,920.00	\$5,460.00	\$22,646.00	\$10,650.00	\$13,728.00	\$16,800.00	\$9,582.00	\$20,060.00	3
10	750 Melrose	\$13,515.61	\$11,240.00	\$9,490.00	\$5,220.00	\$20,531.00	\$8,330.00	\$3,876.00	\$4,500.00	\$3,500.00	\$15,065.00	5
11	46 Perkins	\$16,792.55	\$17,830.00	\$13,500.00	\$7,425.00	\$18,128.00	\$9,950.00	\$13,188.00	\$13,800.00	\$10,071.00	\$13,750.00	7
12	1 Quick	\$12,870.96	\$14,980.00	\$9,190,00	\$5,525.00	\$14,890.00	\$10,150.00	\$11,976.00	\$14,800.00	\$6,856,00	\$12,250.00	7
13	443 Bloomfield	\$15,477.22	\$13,210.00	\$11,110.00	\$6,700.00	\$14,901.00	\$8,805.00	\$9,441.00	\$9,800.00	\$8,288.00	\$10,750.00	1
14	785 E. Madison	\$12,911.48	\$10,490.00	\$8,870.00	\$5,330.00	\$11,466.00	\$7,150.00	\$8,896.00	\$5,000.00	\$6,617.00	\$7,385.00	6
15	533 N. Ретту	\$11,665.22	\$15,340.00	\$8,080.00	\$4,370.00	\$9,799.00	\$5,575.00	\$10,547.00	\$8,500.00	\$5,430.00	\$6,450.00	6
16	810 Scottwood	\$14,296.88	\$6,300.00	\$14,650.00	\$8,060.00	\$13,739.00	\$9,850.00	\$10,547.00	\$8,750.00	\$5,357.00	\$17,055,00	5
17	193 Seward	\$11,530.00	\$10.570.00	\$8,160.00	\$5,000.00	\$13,753.00	\$4,250.00	\$19,512.00	\$8,750.00	\$5,714.00	\$9,650.00	7
1	Total	\$249,825.39	\$285,190.00	\$243,220.00	\$140,780.00	\$249,343.00	\$189,990.00	\$265,073.00	\$211,350.00	\$169,500.00	\$254,730,00	

A CONTRACTOR OF THE CONTRACTOR

SAM Search Results List of records matching your search for ;

Search Term : McMillian Group Inc.* Record Status: Active

No Search Results

From: Larry A. Kosofsky

Sent: Wednesday, April 29, 2020 12:35 PM
To: Adrienne Zeigler < AZeigler@pontiac.mi.us >

Subject: RE: potential demo selection - income tax search

Hello Adrienne,

I have reviewed these businesses, and will indicate that neither company is not out of compliance with the income tax ordinance.

Income Tax Division would not hold up a contract award to either of these two vendors.

Larry A. Kasafsky Income Tax Administrator City of Pontiac, Michigan 47450 Woodward Avenue Pontiac, MI 48342

Ph 248-758-3092 Fax 248-758-3188

<u>lkosofsky@pontiac.mi.us</u>

"My interest is in the future because I am going to spend the rest of my life there."

-- Charles Kettering, Social Philosopher

From: Adrienne Zeigler < AZeigler@pontiac.mi.us > Sent: Wednesday, April 29, 2020 12:15 PM
To: Larry A. Kosofsky < lkosofsky@pontiac.mi.us > Subject: potential demo selection - income tax search

Hello Larry:

Attached are the recommendations of companies for demo batch 16. Contained in the document is information on the company and contact for the person that submitted the bid. Were you able to get information from the city on the tax form that vendors submit?

ID Number: 800727054

Request certificate

Return to Results New search

Summary for: MCMILLIAN GROUP INC.

The name of the DOMESTIC PROFIT CORPORATION: MCMILLIAN GROUP INC.

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800727054 Old ID Number: 02874T

Date of Incorporation in Michigan: 02/23/2010

Purpose: All Purpose Clause

Term: Perpetual

Most Recent Annual Report: 2019

Most Recent Annual Report with Officers & Directors:

The name and address of the Resident Agent:

Resident Agent Name:

ALEXANDER MCMILLIAN

Street Address:

553 E JEFFERSON AVE

Apt/Suite/Other:

City:

DETROIT

State: ΜI Zip Code:

48226

Registered Office Mailing address:

P.O. Box or Street Address:

553 E JEFFERSON AVE

Apt/Sulte/Other:

City:

DETROIT

ΜI

Zip Code: 48226

The Officers and Directors of the Corporation:					
Title	Name	Address			
PRESIDENT	ALEXANDER MCMILLIAN	553 E JEFFERSON AVE DETROIT, MI 48226 USA			
TREASURER	ALEXANDER MCMILLIAN	553 E JEFFERSON AVE DETROIT, 2 48226 USA			
SECRETARY	ALEXANDER MCMILLIAN	553 E JEFFERSON AVE DETROIT, 2 48226 USA			
DIRECTOR	ALEXANDER MCMILLIAN	553 E JEFFERSON AVE DETROIT, 2 48226 USA			

State:

Act Formed Under: 284-1972 Business Corporation Act

Total Authorized Shares: 5,000

☐ Written Consent

View filings for this business entity:

ALL FILINGS ANNUAL REPORT/ANNUAL STATEMENTS ARTICLES OF INCORPORATION RESTATED ARTICLES OF INCORPORATION RESTATED ARTICLES OF INCORPORATION View filings	· 新	
Comments or notes associated with this business entity:		

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Office of Regulatory Reinvention

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Policies

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REQUEST TO SUBMIT BIDS FOR HOME DEMOLITION (Batch 16) FOR THE CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing Home Demolition services for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "Home Demolition Bid Batch 16" " until 3:00 p.m. EDT, Monday, April 13, 2020, at which time they will be publicly opened.

It is sole responsibility of the individual, and/or entity submitting the bid, to ensure that their bid is physically deposited to the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected and unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the person and/or entity submitting the bid. (NOTE: Electronic or faxed submissions will not be accepted)

Bids, including all City-provided forms that shall be completed, and signed as indicated herein, are to be submitted in a sealed envelope plainly marked with the Bids title. Two (2) complete copies/sets of the bid shall be submitted. An original copy so marked, shall be signed with the firm's name and bear its corporate seal or logo and the hand written signature of an officer or employee having authority to bind the company to a contract by his or her signature.

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the bid which it believes to be in the best interest of the City.

All prospective bidders need to send an e-mail response to <u>azeigler@pontiac.mi.us</u> the following information Firm name, Project Name, Contact Person, Telephone Number and E-Mail Address.

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to Adrienne Zeigler and be received <u>no later than</u> five working days prior to the scheduled opening (these may be hand-delivered, mailed, or faxed to (248) 758-3197 or emailed to <u>ibais-disessa@pontiac.mi.us</u>. A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office.

As shown below, any addendums issued will be located on the City of Pontiac's website:

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

Its receipt must be duly acknowledged with any submission. Please refer to the website 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 available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2nd Floor, Pontiac, MI 48342

The selected firm shall agree to indemnify, defend, and hold harmless the City of Pontiac, its officers, agents, and employees from and against all claims, losses, costs or damages caused by his acts or those of his agents, or anyone for whom he may be responsible. The City disclaims any responsibility for injury to proposers, their agents, or to others while examining the work site or at any other time.

With regard to Home Demolition, the successful proposer shall agree to indemnify and hold the City harmless from any and all claims whatsoever arising out of, or occurring during, the performance of the services and occasioned directly or indirectly by its error or omission, negligence, or fault.

Prior to the City's entering into a contract, the successful proposer shall produce evidence satisfactory to the City of insurance coverage in types and amounts defined in Appendix D, and naming the City of Pontiac, Michigan as an additional insured thereon.

All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

This is a Federally Funded project. The contractor and subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer. Businesses owned by women or minorities are strongly encouraged to bid.

BIDS DUE: Monday, April 13, 2020 at 3:00 PM EDT

NUMBER OF COPIES TO SUBMIT: TWO (2): One (1) Original and One (1) Copy

PURPOSE

The City of Pontiac is soliciting bids from qualified individuals for the purpose of Home Demolition, for sub-standard vacant residential structures for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications and licenses required by the City. County, State, and Federal Government.

II. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide asbestos survey, asbestos remediation, and demolition activities ensuring the City of Pontiac Federal Programs can offer stability, security, and remove blight for the City of Pontiac residents.

III. SCOPE OF WORK: Demolition and Disposal

A. The following scope of work and technical specifications shall apply to each and every home site to be demolished individually, and to the entire project.

The work in general consists of:

- 1. Demolition of the house, any accessory structures, garage or shed, basement walls and floors, foundations, footings, slabs, driveways up to curb line (excluding approach and public sidewalk), sidewalks on the private property up to the City sidewalks, and removal and disposal of landscaping (trees, shrubs & ornamentals), and removal and disposal of all building debris and any other debris on the site, such as junk vehicles and fences. All existing rubbish, trash, and junk apart from that of the demolished structures shall be removed and the entire site shall be left clear of such material. All items removed from the property shall be properly disposed of at a licensed public landfill.
 - a. The demolition contractor shall provide a waste manifest for the construction debris from each demolished dwelling/structure.

2. Backfilling Requirements:

- a. Prior to backfilling, the Contractor must request a building inspection of the site and allow the inspector access to take any necessary photos, check for debris removal, and floor removal. The contractor must also provide for inspection of the sewer capping. In addition, a Building and Safety Department representative must be present prior to beginning of the backfilling process to ensure the requirements are met to their fullest.
- b. Backfill material is to consist of sandy loam soil; no blue clay soil shall be used for any portion of the backfill; material used is to be entirely free of all foreign materials that include, but are not limited to clay, organic material vegetation, or site debris.
- c. The contractor must compact the backfill in no more than 12-inch layers to not less than 90 percent unit weight; if sand is used in backfill material, the top 12-inches of fill

- may be clean fill dirt as described above. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.
- d. The contractor must grade the site to provide surface water drainage to minimize the pooling/collection of surface water and not create issues or problems to adjacent properties.
- e. The contractor must seed and straw the entire lot with perennial Blue Grass, or have a hydro-seed product installed after completion of finish grading before calling for a final inspection. Seeding shall be placed after April 15 and before October 1. A retainage amount of \$1,000 (one thousand dollars) per house will be held until final inspection is approved.
- f. The contractor must provide an affidavit, or sworn statement indicating the origin of the backfill to be used. If contractor has purchased the backfill to be used, please provide a proof of purchase/acquisition.
- g. <u>Section 106 National Historic Preservation act of 1966 as amended:</u> If at any time during the demolition process historic artifacts or places of significate interest are discovered, work must be stopped and the Deputy Mayor, Jane Bais-DiSessa, contacted at 248-758-3322. It shall be the responsibility of the City to contact the Oakland County Community & Home Improvement Division regarding the SHPO findings.

Historic archeological discoveries may include the following:

- Evidence of human activity
- · Bones, burial sites or funerary
- · Pottery, beads, tools, arrowheads, weapons
- · Sculptures, monuments, fountains, boundary markers
- · Ceremonial areas, religious or sacred materials
- Plant & animal communities
- 3. Provide and install traffic control signs, barricades, canopies, and flagmen when necessary and directed by Pontiac City Field Representative. A daily schedule of demolition needs to be submitted to the Deputy Mayor, Jane Bais DiSessa at jbdisessa@pontiac.mi.us, so we can advise authorities of possible, temporary road closures.
- 4. The demolition contractor will furnish the City of Pontiac with project schedule within seven working days of receipt of contract.
- 5. Project must be completed within thirty (30) days after signing demolition contract. The City's Project Engineering firm DCR Services and Construction has obtained all utility clearances for each property. (See item 8 below for water/sewer services)
- 6. Post advance notice of construction at each property location where the dwelling/structure is scheduled to be demolished a minimum of three (3) days before commencing work.

- 7. The Contractor is responsible for any damage to the existing adjacent City curbs/sidewalks that are caused by the demolition contractor's equipment. The demolition contractor shall provide wood planking or other protective measures to prevent damage/cracking of the existing city sidewalk/curbs/aprons by the demolition dozers, back hoe, etc.
- 8. The Contactor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.
 - 9. The Contractor must secure a demolition and right-of-way permit from the City of Pontiac.
- 10. The Contractor must notify the occupants of adjacent properties (in writing) when the demolition will take place a minimum of 24 hours prior to demolition.
- 11. Each property location with an open hole, must have four feet (4') of plastic snow fencing (tied and staked down) at the perimeter of the Site excavation to minimize unauthorized site entry, or follow MIOSHA guidelines for open-hole barricades, if complete backfilling is not finished before the end of a workday unless approved otherwise by the Building Inspector. Open excavations shall not be left unsecured overnight.

B. WORK LOCATION

- 1 The work takes place at various locations throughout the City of Pontiac. See Proposal form for the listing of addresses.
- 2 Contractor must obtain firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect their work.

C. WORK SCHEDULE

- 1 All work shall be scheduled in advance with the City of Pontiac.
- 2 Contractor shall satisfactorily complete all work under this Contract within thirty (30) days.
- 3 Provide a timeline of when straw and grass seed work will be performed at the sites of the demolished properties.

D. CONFORMITY TO PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

1. All work shall conform to the plans, specifications, and contract documents submitted by the bidder and authorized by the City.

E. TEMPORARY FACILITIES

1. Implementation of temporary facilities in this section shall be coordinated with and subject to approval by the County Representative.

- 2. Electrical Power for Construction: All temporary electrical connections and equipment shall be provided by the contractor and maintained by him in accordance with the National Electrical Code as well as state and local rules and regulations. All temporary electrical work shall be removed by the contractor upon completion of the project.
- 3. Extra Work: All extra work that may be required by the Contractor will be estimated and paid for under provision of the General Conditions, contained within this document, which govern such work.

F. DISPOSAL

All rubbish, debris and other waste materials whatsoever, found on the work site, whether created by the demolition activities or otherwise, throughout the duration of the contract shall be removed and legally disposed of by the Contractor, at no additional cost to the City of Pontiac.

IV. REQUEST

In addition to the required form "Home Demolition Bid Batch 16" provided here as Appendix A, all firms or individuals responding to this Bid <u>must submit complete responses to the information requested in this section</u>, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½ "x 11" paper. There is no limit to pages submitted for complete response to this section:

Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractor's qualifications and ability to successfully provide the services requested.

- a) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.
- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.
- d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).
- e) Provide current Good Standing Certificate for the firm (if applicable).
- f) Provide organizational documents for the firm such as bylaws and operating agreement (If applicable),

- g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- h) Provide a list of board of directors and officers of firm (if applicable).
- i) Provide insurance as required in Appendix "D"
- j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- I) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide bid and performance bond as outlined in section "IX. BONDING REQUIREMENTS"

The City of Pontiac Michigan reserves the right to validate proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City.

The City reserves the right to waive any informality in bids, to accept any bid, and to reject any and all bids, should it be deemed in the best interest of the City to do so.

The City reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the City to be in the City's best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible.

The City reserves the right to include in the contract for services other terms and conditions not specifically set forth herein.

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "Home Demolition Bid Batch 16" in Appendix A.

It is the City's intention to utilize the successful proposer's services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded to the lowest responsible bidder. These structures are vacant, and will be demolished under separate contract.

The Agreement with the contractor will detail the payment procedures and documentation needed for the services rendered. The billing submitted by the contractor must provide a written description of the work completed and include any necessary justification as/if necessary.

Billing will be required to have **ALL** the following listed below after services have been rendered, including but not limited to:

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notifications to State of Michigan;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each specific load of waste:
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Demolition Permit issued by City of Pontiac Building Safety Department;
- Right-of-Way Permit issued by City of Pontiac Department of Public Works
- Sewer Cap Disconnect Permit issued by Oakland County Water Resources Commissioner;
- Line-Item Invoice; and
- Waiver of Liens for all subcontractors.

All payments will be made by electronic deposits from Oakland County to the contractor bank account. Note: There will not be any prepayments or deposits for any demolition work.

VII. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Adrienne Zeigler at (248) 758-3120. If contractor is not in possession of a Pontiac Business license then contractor shall procure said license once awarded.

- Agree to Section 3 Clause (Appendix "B")
- Debarment-Service provider has not been suspended from federal benefits as listed on www.epls.gov
- Conflict of Interest regulations found in 24CFR 570.611 (Appendix "C")
- The selected service provider will not use funds for lobbying, and will disclose any lobbying activities
- Other Applicable State and Local Laws

VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "Home Demolition Bid Batch 16" clearly marked on the front to by Monday, April 13, 2020 at 2:00 P.M. EDT to the following:

City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the Bid.

IX. BONDING REQUIREMENTS

a) A bid guarantee is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. Bid bond to be included with bid.

NOTE: If the Contracts or Subcontracts exceed \$50,000,00 you will need b) & c)

- b) A **performance bond** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is on executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c) A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

If a contractor fails to deliver the required bonds, the bid will be rejected. The City of Pontiac reserves the right to reject a bid if the contractor can't provide a performance and payment bond within 5 days of a signed contract.

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3092, 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:

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.
- (3) Contractor is also required to file City of Pontiac income tax returns reporting and paying income tax on any net profits earned in the City.

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

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

APPENDIX A

City of Pontiac CDBG/NSP3-Demolition Program

\rightarrow Home Demolition Bid Batch 16 \leftarrow

Bidding Contractor:		
Company Name:		
Representative:	COALANTON MICH.	
Address:	City:	Zip:
Office #:	Fax #:	
	Email:	
License#:		The Contactor is responsible for paying all fees
Contractor will provide all labor associated with demolition permits,	& material for the following service work: sewer caps including Water and Sewer Services	The Contactor is responsible for paying all fees s.
https://drive.google.com/drive	r the properties listed below can be for /folders/1t26LjCy-dOb1GNdd1Vta_m	
Bid Price per Residential Pro	operty:	
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The City reserves the right the price for the remaining	to remove any of the homes listed above and have the co- homes listed.	ntractor hold
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Company Name:		
Representative Signature:	Date:	-
Print Name:		-

Page 11 of 23

Home Demolition Bid Batch 16

BATCH 16

Batch Parcel Number Address Street name Type sq. ft. Year Build Storles Sq. ft. Sq. ft.			····	DATCH 10			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
16 14-33-432-006 451 5. Anderson SF 963 1920 1 730 0 16 14-33-481-027 200 Crystal Lake Dr. SF & Garage 876 1951 1.5 691 286 16 14-20-452-005 99 Home Row Home 1,016 1950 2 508 591 16 14-20-452-005 101 Home Row Home 1,016 1950 2 508 0 16 14-20-452-004 103 Home Row Home 1,016 1950 2 508 0 16 14-20-452-003 105 Home Row Home 1,016 1950 2 508 0 16 14-20-452-003 105 Home Row Home 1,016 1950 2 508 0 16 14-20-452-003 105 Home Row Home 1,016 1950 2 508 0 16 14-20-452-003 105 Home Row Home 1,016 1950 2 508 0 16 14-21-478-031 405 LInda Vista SF & Garage 871 1955 1 853 0 16 14-21-478-031 405 LInda Vista SF & Garage 992 1920 2 5142 Car Por Approx 16 14-21-10-105 750 Melrose SF & Garage 992 1920 2 992 1,200 16 14-33-105-011 46 Perkins SF & Garage 992 1920 2 992 1,200 16 14-33-105-011 46 Perkins SF & Garage 1,350 1910 2 572 225 14-28-376-013 (same parcel # as 32 Paddock St, which was torn down earlier. Second building on Quick was not torn Quick was not torn Quick was not torn down earlier. Second building on Quick was not torn down earlier. Second building on Quick was not torn down earlier. Second building on Quick was not torn Guick was not torn down earlier. Second building on Quick was not torn Guick was not torn down earlier. Second building on Quick was not torn Guick was no									Basement	Garage
16	<u>Batch</u>	<u>Parcel Number</u>			<u>Type</u>	<u>sq. ft.</u>	Year Build	<u>Stories</u>	Sq. Ft.	Sq. Ft.
16	16	14-33-432-006	451	5. Anderson	SF	963	1920	1	730	0
16 14-20-452-005 101 Home Row home 1,016 1950 2 508 0 16 14-20-452-004 103 Home Row Home 1,016 1950 2 508 0 16 14-20-452-003 105 Home Row Home 1,016 1950 2 508 0 16 14-29-405-004 160 W, Huron Row Home 1,016 1950 2 508 0 16 14-29-405-004 160 W, Huron Commercial 8,251 1920 2 5142 Car Por 16 14-21-478-031 405 Linda Vista SF & Garage 871 1955 1 858 0 16 14-20-401-036 18 McNell St, SF & Garage 992 1920 2 992 1,200 16 14-22-111-015 750 Melrose SF & Garage 949 1959 949 949 493 16 14-33-105-011 46 Perkins SF & Garage 1,350 1910 2 572 225 14-28-376-013 (same parcel # as 32 Paddack St, which was torn down earlier. Second building on Quick was not torn Quick was not torn 16 down at that time) 1 Quick (AKA 32 S. Paddock St.) 5F & Garage 919 1910 1.34 480 379 16 19-04-104-017 443 Bloomfield Ave SF & Garage 1,111 1971 1 0 501 16 14-16-479-035 785 E. Madison Ave SF & Garage 887 1959 1.5 0 285 16 14-21-352-041 533 N. Perry St. SF 728 1910 1.5 0 0	16	14-32-481-027	200	Crystal Lake Dr.	SF & Garage	876	1951	1.5	691	286
16	16	14-20-452-006	99	Home	Row Home	1,016	1950	2	503	591
16 14-20-452-003 105 Home Row Home 1,015 1950 2 508 0 16 14-29-405-004 160 W. Huron Commercial 8,251 1920 2 5142 Car Por 16 14-21-478-031 405 Linda Vista SF & Garage 871 1955 1 858 0 16 14-20-401-036 18 McNell St. SF & Garage 992 1920 2 992 1,200 16 14-22-111-015 750 Melrose SF & Garage 992 1950 2 992 1,200 16 14-33-105-011 46 Perkins SF & Garage 1,350 1910 2 572 225 14-28-376-013 (same parcel # as 32 Paddock St, which was torn down earlier. Second building on Quick was not torn down earlier. Second building on Quick was not torn down at that time) 1 Quick (AKA 32 S. Paddock St.) SF & Garage 919 1910 1,34 480 379 16 19-04-104-017 443 Bloomfield Ave SF & Garage 1,111 1971 1 0 501 16 14-16-479-035 785 E. Madison Ave SF & Garage 887 1959 1.5 0 285 16 14-21-352-041 533 N. Perry St. SF 728 1910 1.5 0 0	16	14-20-452-005	101	Home	Row home	1,016	1950	2	508	0
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	16	14-34-106-001	193	Swead St.	5F	766	1920	1	766	0

The Undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this bid as principal, and that it is made without any connection with any other person(s), firm or corporation submitting a bid for the same.

The Undersigned hereby declares that they have read and understand all conditions are outlined in the Request for Bids and that the bid is made in accordance with same.

The Undersigned hereby declares that any person(s) employed by the City of Pontiac Michigan who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure <u>any</u> interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this bid. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Add	denda numbered
Note: Bids must bear the handwritten signatoric properties organization submitting a bid.	ature of a duly authorized member or employee of the
Company Name:	
Address:	
Representative Signature:	
Print Name:	
Title:	Date:
Office #	Cell #
FAX # Email _	
Website:	Federal Tax I.D. #:

APPENDIX B

Section 3 clause 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3.

APPENDIX C CONFLICT OF INTEREST STATEMENT

"Code of Standards of Conduct," 24 CFR Part 85.36 (b) (3): (Applicable to Community Development Block Grant Expenditures)

- (3) Grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i) The employee, officer or agent,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantee's may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Date:		
.		
Signature: _	 	
Printed name:		

APPENDIX D INSURANCE

1. INSURANCE

The Contractor shall provide to protect the City of Pontiac as outlined below.

2. LIMITS OF INSURANCE (See also Section 1 of the General Conditions)

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Pontiac. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

- 1) 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
- 2) 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 aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent: (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- 3) 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 for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4) 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. 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.
- 5) Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it 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:

 Michelle L. McKenzie, City of Pontiac, 47450 Woodward Ave, Pontiac, MI, 48342.
- 6) <u>Proof of Insurance Coverage</u>: The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of Certificates of Insurance as well as the required endorsements.

7) <u>Expiration of Policies</u>: If any of the above coverage expires 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.

3. INDEMNIFICATION CLAUSE

The Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of Pontiac, and all Additional Named Assured, in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the City of Pontiac, shall or may be retained by the City of Pontiac until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the City of Pontiac, or the City of Pontiac may collect the same in whole or in part in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a reasonable insurance company which meets with the approval of the City of Pontiac, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by his operations, acts, or omissions, or those of his subcontractors, agents, or employees in procuring work for the City of Pontiac. Such insurance coverage shall be in such amounts as are provided in public liability and property damage section herein, provided, however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the City of Pontiac, and each Additional Named Assured as their interest may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days' notice to the City of Pontiac and each Additional Named Assured, shall be given in writing prior to the cancellation of, or change in any such insurance."

4. EXTRAS

No claim for extra compensation because of either decrease or increase in quantities will be allowed. Contractor and Owner mutually agree that in the event the Contractor is to perform services beyond, or at variance with the Scope and total price of this Contract, such services must be mutually agreed to, in advance, in writing, with agreed upon price included. Accordingly, claims for the payment of

Extra Services must be substantiated by the Contractor with a written order signed by Owner or his authorized agent.

5. EMERGENCY PHONE NUMBERS

The Contractor must submit Emergency (24 Hours) phone numbers on the company letterhead when submitting contracts.

6. INCLUDED WORK

All items of work noted on the Plans or in the Specifications that are not specifically noted in the bid, shall be considered as included with the contract and shall be completed at no extra cost to the Owner.

7. SUB-CONTRACTS

The Contractor shall not execute an Agreement with any Sub-Contractor or sub-subcontractor or permit any Sub-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified by: _			 	
ts;				
Signature:				
		·		
Printed Name	o:		 	
Date:				

APPENDIX E

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- 1 As used in these specifications:
- a. ``Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. ``Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian
- Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the
- U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith

performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report,
- etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- I. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - a. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

Contractor's Certification

Community Development Block Grant Program
Concerning Labor Standards and Prevailing Wage Requirements

TO: Mike Pucher, Supervisor Contract Compliance Unit Oakland County Community & Home Oakland Pointe, Ste 1900 250 Elizabeth Lk. Rd.	Improvement					
Pontiac Mi 48341-0414 PROJECT NAME:	PROJECT NUMBER (if any)					
1. The undersigned, having executed a cont						
in the amount of \$	for the construction of the above-identified project, acknowledges that:					
(a) The Federal Labor Standards Provisio	ns are included in the aforesaid contract.					
(b) Correction of any infractions of the afo	resaid conditions, including infractions by any of his subcontractors and					
any lower tier subcontractors, is his respo	nsibility.					
2. He certifies that:						
contractor by the Comptroller General of	association in which he has substantial interest is designated as an ineligible of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary suant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).					
or any firm, corporation, partnership or assoc	has been or will be subcontracted to any subcontractor if such subcontractor iation in which such subcontractor has a substantial interest is designated of the aforementioned regulatory or statutory provisions.					
including those executed by his subcor Concerning Labor Standards and Prevailing	prementioned recipient within ten days after the execution of any subcontract, ntractors and any lower tier subcontractors, a Subcontractor's Certification ng Wage Requirements executed by the subcontractors.					
4. He certifies that:						
(a) Employer's IRS # is:						
(b) Legal name and the business address	(b) Legal name and the business address of the undersigned are:					
(c) The undersigned is (please check one	*):					
[] A Single Proprietorship	[] A Corporation Organized in The State of:					
[] A Partnership	[] Other Organization (Describe)					

(d) Name, title and address of the owner,	partners or officers of the undersigne	ed are:
Name	Title	Address
a) The names and addresses of all other	r paragraph hath natural and corporate	having a substantial interact in the
 e) The names and addresses of all othe undersigned, and the nature of the in 	terest are (if none, so state):	Thaving a substantial interest in the
Name	Address	Nature of Interest
f) The names, addresses and trade class undersigned has a substantial interes	sifications of all other building constru- t are (if none, so state):	ction contractors in which the
Name	Address	Trade Classification
	AMAZONIA AM	
		<u> </u>
(Name of Contractor)		
(Marine or Conductor)		
	Date	
(Authorized Signature)		



OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION

CONTRACTOR REGISTRATION PACKET

OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION
OAKLAND POINTE, SUITE 1900
250 ELIZABETH LAKE ROAD
PONTIAC MI 48341-0414

In order to process payments from Oakland County, each payee/vendor must be on the Master Vendor List. Please complete and return the attached Vendor Registration form and the Request for Taxpayer Identification Number and Certification (Form W-9) to the following address

OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION OAKLAND POINTE, SUITE 1900 250 ELIZABETH LAKE ROAD PONTIAC MI 48341-0414

FAX # (248) 858-5311 or Email: pucherm@oakgov.com

If you would like your payment(s) made to you electronically, please complete and return the ACH VENDOR REGISTRATION FORM - Electronic Funds Transfer (EFT) on page 4.

INSTRUCTIONS

Please type or print clearly the information on the Registration form.

INCOMPLETE REGISTRATION FORMS WILL BE DISCARDED

1. TAX IDENTIFICATION NUMBER:

This is your nine digit Tax Identification Number. Enter the number that is used when reporting tax earnings as shown on the Request for Taxpayer Identification Number and Certification (Form W-9) included in this packet. This may be your Federal Employer Identification Number (FEIN/TIN), or your social security number (SSN). If you are a sole proprietorship, you should enter your social security number.

2. BUSINESS/INDIVIDUAL NAME AND ADDRESS:

Enter your company (or individuals) legal business name and address; payments will be sent to this address, unless otherwise noted (see #3 below).

3. REMITTANCE ADDRESS:

Complete only if different from address (see #2 above). Enter the address where you want payments sent.

If more space is needed for any additional information, please attach a separate sheet of paper to the registration form.

TO BE CONSIDERED AN ACTIVE PAYEE/VENDOR AND TO RECEIVE ANY PAYMENTS DUE, THE FISCAL SERVICES DIVISION MUST RECEIVE A SIGNED AND DATED W-9 FORM. A W-9 FORM IS INCLUDED IN THIS PACKET, OR YOU CAN DOWNLOAD THE FORM VIA THE INTERNET AT WWW.IRS.GOV.

IT IS THE SOLE RESPONSIBILITY OF THE PAYEE/VENDOR TO NOTIFY THE FISCAL SERVICES DIVISION OF <u>ANY AND ALL CHANGES</u> TO THIS APPLICATION. A VENDOR CHANGE REQUEST FORM CAN BE OBTAINED BY CALLING (248) 858-5489 OR VIA THE INTERNET AT: http://www.oakgov.com/mgtbud/fiscal/Pages/vendors.aspx



L BROOKS PATTERSON, OAKLAND COUNTY EXECUTIVE

VENDOR REGISTRATION

Oakland County Community & Home Improvement Division
Oakland Pointe, Suite 1900
250 Elizabeth Lake Road
Pontiac MI 48341-0414
Phone (248) 858-0196, Fax (248) 858-5311

Email: pucherm@oakgov.com

TAX IDENTIFICATION NUMBER: (Use Social Security Number if sole proprietor)		
		TIN SSN
Please type or print clearly. Complete all se	ections. Incomp	lete applications will be discarded.
Business/Individual Name and Address	PUNCTURE NAME OF THE PURCH NAM	Remittance Address
Legal Business Name*		
Address*	Address	
City* State* Zip*	City	State Zip
Phone*	Phone	
Fax	Fax	
Contact*	Contact	
Title	Title	
E-mail	E-mail	
*REQUIRED FIELDS		
	-	
Requesters Name (please print)	<u></u>	
Requesters Signature (required)		Date

Revised 04/2014



ACH VENDOR REGISTRATION FORM Electronic Funds Transfer (EFT)

THIS PAGE IS OPTIONAL

INSTRUCTIONS: Please type or print clearly. Complete all sections. Incomplete applications will be discarded.

	PAYEE/VENDO	RINFORM	MATION	
Name:				
Address:				
Tax Identification Number: (use SSN	l if individual or sole p	proprietor)	E-mail Ad	ldress:*
	TIN	SSN		
Contact Person Name	Title		Telephone Number:	Fax Number:
FIN	ANCIAL INSTIT	UTION INF	ORMATION	
Name of Financial Institution:				
Nine-Digit Routing Transit Number: You must obtain a correct Routing number fr your bank for ACH transactions. This manot be the same as the routing number your checks.	om ay			
Account Number:				
Account Type:	Chec	king	Savin	gs
Authorized Signature		-	Titi	e
Printed Name of Signo	r	-	Dat	e

*E-mail Address is required for notification purposes.

RETURN TO:

Oakland County Community & Home Improvement Division
Oakland Pointe, Suite 1900
250 Elizabeth Lake Road
Pontiac MI 48341-0414
FAX # (248) 858-5311 or Email: pucherm@oakgov.com

l authorize Oakland County to deposit funds owed to the above payee/vendor by the County, by direct deposit (electronic funds transfer). Information provided must be for U.S. Financial Institutions only.

I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and Oakland County's policy regarding electronic funds transfers as they exist on this date or as subsequently adopted, amended, or repealed. Michigan law governs electronic funds transactions authorized by this agreement in all respects except as otherwise superseded by federal law.

orm W-9

(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Revised 04/2014

Give Form to the requester. Do not send to the IRS.

	110101100					į.			
	Name (as shown on your income tax re	rturn)			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-		ne territoria	
le 2.	Business name/disregarded entity nam	e, if different from above							
Print or type See Specific Instructions on page	Check appropriate box for federal tax		ershìp 🔲 Trust/e	estate	Exemptio	ns (see ir	nstructio	ons):	
pe	, , .		_		Exempt payee code (if any)				
Print or type Instructions	Limited liability company. Enter t	ne tax classification (C=C corporation, S=S corporation	on, P=partnership) ▶		Exemption code (if a		ATCA re	eportin	9
Pri	☐ Other (see instructions) ▶								
pecific	Address (number, street, and apt. or st	rite no.)	Reque	ster's name	and addres	s (aption	al)		
See S	City, state, and ZIP code								
	List account number(s) here (optional)						····		
Par	Taxpayer Identifica	tion Number (TIN)					• • • • • • • • • • • • • • • • • • • •	<u> </u>	
Entery	your TIN in the appropriate box. Th	e TIN provided must match the name given on	the "Name" line	Social se	curity num	ber			
reside: entities	nt alien, sole proprietor, or disregai	als, this is your social security number (SSN). It ded entity, see the Part I instructions on page number (EIN). If you do not have a number, see	For other		-	_			
	, •	name, see the chart on page 4 for guidelines or	n whose	Employer	identifica	lion num	ber		1
	er to enter.	iame, see the shart on page 4 for gaidelines of	7711000			TTT	TT	T	ī
					-				
Part	II Certification								
Under	penalties of perjury, I certify that:								
1. The	number shown on this form is my	correct taxpayer identification number (or I am	waiting for a num	ber to be is	sued to n	ne), and			
Ser		g because: (a) I am exempt from backup withh up withholding as a result of a failure to report ng, and							
3. Lan	n a U.S. citizen or other U.S. perso	n (defined below), and							
4. The	FATCA code(s) entered on this for	m (if any) indicating that I am exempt from FAT	CA reporting is co	rrect.					
becaus interes genera instruc	se you have failed to report all inter it paid, acquisition or abandonmen	ss out item 2 above if you have been notified best and dividends on your tax return. For real et of secured property, cancellation of debt, cond dividends, you are not required to sign the conditions.	estate transactions atributions to an inc	, item 2 do dividual ret	es not ap _l irement ar	oly. For rangem	mortga ent (IR	ige A), an	d
Sign Here	Signature of U.S. person ►		Date ►						

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for Information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), $\,$
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note, If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person If you are:

- An Individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9, Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treatles contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information,

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more Information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN, If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding, if you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3.

Exempt payee code. Generally, Individuals (Including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- $3-\!\mathrm{A}$ state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4---A foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9---An entity registered at all times during the tax year under the investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12 A middleman known in the investment community as a nominee or custodian
- 13 A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions .	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

See Form 1099-MISC, Miscellaneous income, and its instructions.

Exemption from FATCA reporting code. The following codes Identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- C-A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E-A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(q) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa, gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

if you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an Incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account '
Custodian account of a minor (Uniform Gift to Minors Act)	The minor °
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valld trust under state law	The grantor-trustee ' The actual owner '
Sole proprietorship or disregarded entity owned by an individual	The owner 1
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(l)(A))	The grantor⁺
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
1. Partnership or multi-member LLC	The partnership
2. A broker or registered nominee	The broker or nominee
Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
4. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(l)(B))	The trust

¹ List first and circle the name of the person whose number you furnish, if only one person on a joint account has an SSN, that person's number must be furnished.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or latter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, guestionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Viotims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phlshing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routline uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

² Circle the minor's name and turnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line, You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TiN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

^{*}Note. Grantor also must provide a Form W-9 to trustee of trust.

ETHNIC OWNERSHIP REPORT

Attention general contractor and subcontractors, please respond to the following (print or type). Mark the descriptions below that indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate. Female () Male persons having origins in any of the original peoples of Europe, North Africa, White Americans: or the Middle East, but not of Hispanic Origin. persons having origins in any of the black racial groups of Africa, but not of **Black Americans:** Hispanic origin. Native Americans: persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition. Hispanic Americans: persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race. Asian/Pacific Americans: persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa. Other: Please Specify: Date _____ Project Business Name Representative Name Position

Signature

Any questions? Call Mike Pucher, Supervisor, Contract Compliance Unit (248) 858-0196

Oakland County Water Resource Commission

Oakland County Surety Bonds are annual bonds and not site specific. Below are the three parts of bonding requirements of the OC Water Resources Commissioners Office for sanitary sewer work including any and all extensions/relocations/connections/manhole adjustments/etc.

1. \$5000.00 Surety Bond on OCWRC form No. DC-443 available online at:

http://www.oakgov.com/water/Pages/permit_app_form/default.aspx http://www.oakgov.com/water/Documents/2013_updates/dc_443_012013.pdf

- 2. \$500.00 Cash Bond posted at OCWRC (refundable)
- 3. Liability Insurance naming OCWRC as certificate holder.

Contractors should be directed the contact the WRC front desk 248-858-0958.

Form	DC~	443

Surety Bond Form

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

One Public Works Drive Waterford, Michigan 48328

	SURETY B	OND "	Bond No.
KNOW ALL MEN BY THESE PRESENTS, that			
Contractor, as Principal, anda corporation organized under the laws of the State o	.f		
having its principal office in the City of	,T		
and authorized to transact the business of Surety in t Water Resources Commissioner, County of Oaklar no/100 (\$5,000.00) dollars, lawful money of the U curselves, our heirs, executors, administrators, succe	he State of Mind, State of Minited States,	lichigan, as obl for which payn	igee, in penal sum of Five Thousand and nent, well and truly to be made, we bind
WHEREAS, the said Principal has applied to said individual building sanitary service, individual build disposal system or county drain owned and or operat	ding sump pur	mp service direc	
NOW, THEREFORE, THE CONDITION OF THE Said Obligee against all loss or damage caused by and/or failure to comply with Obligee's requirement shall be void, otherwise to be and remain in full force	said Principal s, specification	's breach of an	y ordinance, rule, regulation or resolution
PROVIDED, THE LIABILITY OF THE SURE Period of the permit(s) issued to the Principal above to 20, or ten days after receipt by the Obligee of a he liability of such Surety is thereby terminated and liabilities which shall have accrued under this bond p	named by not lawritten notice canceled. Pro	beyond signed by such ovided further, to	Surety, or its authorized agent, stating that nothing herein shall affect any rights or
This bond may be extended for a further term by the	issuance of a (Continuation Ce	rtificate signed by the Surety.
	Dated:		
	Name:		
	Address:		
	Ву:	<u> </u>	
	Бу.		(Principal)
	Name:		
	Address:		
	ramuss.		
	D	The state of the s	
	Ву:		Surety (Attorney-In-Fact)

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER
Page 1 of 1

Rev.: 01/26/11

JIM NASH OAKLAND COUNTY WATER RESOURCES COMMISSIONER

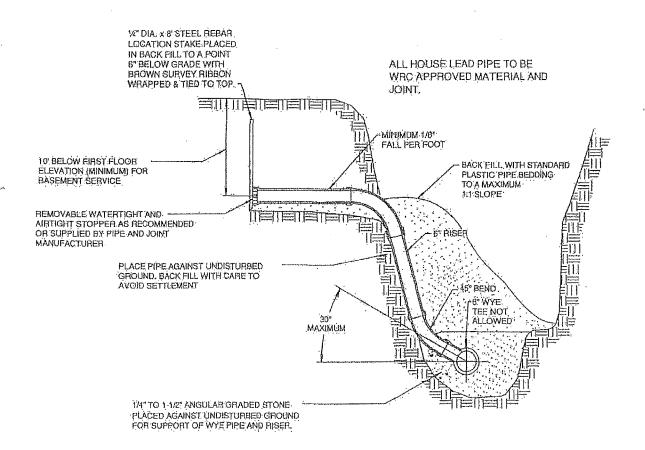
BUILDING 95 WEST - ONE PUBLIC WORKS DRIVE WATERFORD, MICHIGAN 48328-1907 (248) 858-0958 FAX (248) 858-1066

FAX TRANSMITTAL

DATE:	TIME:	NUMBER OF PAGES
		(including cover page)
TO:		
FIRM:		
FAX NUMBER:		
FROM:	Mark W. Davis	
UNIT:	Permitting	
PHONE NUMBER	248-452-2172	
COVER MESSAGE		
	bonding requirements of	of the OC Water Resources Commissioners
Office for sanitary sewer work Including any and all extensions/relocations/connections.		
1. \$5000.00 Surety Bo	nd on OCWRC form No.	DC-443 available online at:
http://www.oakgov.com/water/Pages/permit app form/default.aspx		
2. \$500.00 Cash Bond posted at OCWRC (refundable)		
3. Liability Insurance naming OCWRC as additional insured.		
lf y	ou do not receive all the p	ages, please call the sender

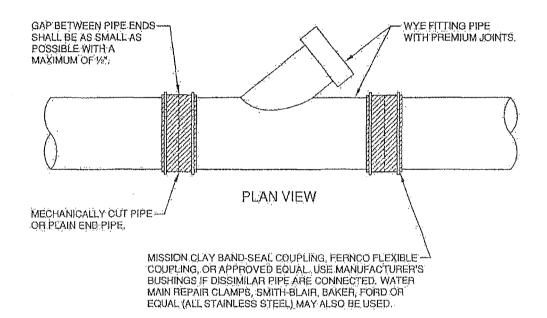
OAKLAND COUNTY WATER RESOURCES COMMISSIONER Gravity Building Lead Requirements and Details

- 1. All building lead work must be performed under Oakland County Water Resources Commissioner (WRC) and/or local unit of government inspection.
- 2. For all WRC-operated systems, call 248-858-1105-24-hours in advance of work to schedule inspection.
- 3. No sanitary sewer may be used as a cleanout or dewatering outlet.
- 4. Where an existing building lead is being extended, dissimilar types and sizes of pipe shall be joined using a WRC approved adapter.
- 5. Approved building lead pipe for gravity sewer leads:
 - a. ABS plastic, ASTM D2751, SDR 23.5.
 - b. PVC plastic, ASTM D3034, SDR 23.5 or ASTM D2665, Schedule 40.
 - c. Ductile Iron Pipe, American Water Works Association (AWWA) C-104/A21.4, Class 54. Joints shall be Super Bel Tite, Tyton, Ty-Seal, Multi-Tite, Dual-Tite, or Veri-Tite.
 - d. Any deviations from specified above require approval by WRC.
- 6. Allowable types of sewer pipe adapters:
 - a. Fernco adapter/reducer donuts.
 - b. Fernco flexible coupling.
 - c. Mission clay band-seal coupling.
 - d. Smith-Blair stainless steel repair clamp,
 - e. Huron-Clinton O-ring adapter.
 - t, Hamilton-Kent Gear Grip adapter.
 - g. Plant fabricated joint conversion pipe.



HOUSE LEAD DETAIL

DETAILS OF HOUSE LEAD CONNECTIONS TO MAIN SEWER WHERE WYE OPENINGS ARE NOT PROVIDED



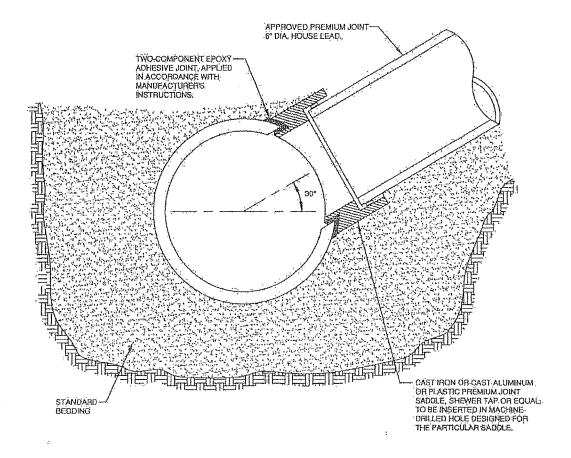
NOTE: PIPE SHALL BE BEDDED IN STANDARD PLASTIC PIPE BEDDING.

WYE PIPE INSERTION WITH FLEXIBLE COUPLINGS (RIGID PIPE)

JIM NASH OAKLAND COUNTY WATER RESOURCES COMMISSIONER Page 3.01.5

Rev. 05/18/09

DETAILS OF HOUSE LEAD CONNECTIONS TO MAIN SEWER WHERE WYE OPENINGS ARE NOT PROVIDED



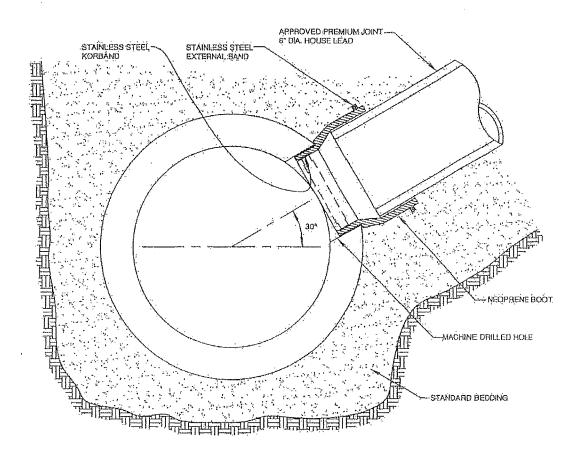
NOTE: SUFFACE OF MAIN SEWER SHALL BE CLEANED WITH AN ABRASIVE GRINDER PRIOR TO EPÓXY APPLICATION, DUE TO VARIATION OF SET-UF TIME OF ÉPOXY ADHESIVE WITH TEMPERATURE, ANCHOR STRAPS SHALL BE USED TO SECURE SADDLE IN POSITION IN COLD WEATHER OR WHENEVER WORK IS TO PROCEED PRIOR TO COMPLETE CURE OF EPOXY.

SADDLE TAP-ALL SIZES OF MAIN SEWER PIPES (RIGID PIPE)

JIM NASH. OAKLAND COUNTY WATER RESOURCES COMMISSIONER-Page 4 of 5

Rev: 05/18/09

DETAILS OF HOUSE LEAD CONNECTIONS TO MAIN SEWER WHERE WYE OPENINGS ARE NOT PROVIDED



KOR-N-TEE TAP FOR CONCRETE PIPE

JIM NASH OAKLAND COUNTY WATER RESOURCES COMMISSIONER Page 5 of 5

Rev. 10/29/01

Agreement of Prime Contractor

WE HEREBY AGREE, and will require companies awarded subcontracts for this project to agree, to conform to the policy that during the performance of this contract:

- 1. We will not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, age, national origin, sex, height, weight, marital status or handicap as provided in Section 3 (A) Act 344, Public Acts of 1965 as amended by Act 349 Public Acts of 1966. We will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap. This obligation includes, but is not limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. We agree to post notices that set forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment, as required and provided by the municipality.
- 2. We will, in all solicitations or advertisements for employees placed by us or on our behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap.
- 3. We will send to each labor union or representative or workers with which we have a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the municipality, advising the labor or worker's representative of our commitments under this Contract Compliance Plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. We will comply with and be bound by: all Ordinance provisions when applicable, Contract Compliance Provisions, and any other provisions included in the Specifications. We shall file, and shall cause each of our subcontractors to file, compliance reports with the municipality within such times and in such forms as the municipality shall prescribe. Compliance reports shall contain such information as that regarding the practices, policies, programs and employment statistics of the prime contractor and each subcontractor.
- 5. We will permit the municipality, the municipality's auditors, the Oakland County Community Development Division, the Oakland County Auditing Division and/or the U.S. Dept. of Housing and Urban Development access to our books, records and accounts for investigation purposes to ascertain observance of this Contract Compliance Plan.
- 6. We acknowledge that in the event of noncompliance with the nondiscrimination clauses of this contract, or with any applicable rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and that we may be declared ineligible for further municipal contracts in accordance with procedures authorized herein and such other sanctions as may be imposed and remedies involved as provided by ordinance, rule, regulation or as otherwise provided herein or by law.
- 7. We will include the provisions of paragraphs one through six in every subcontract let under this contract so that these provisions will be binding upon each subcontract, unless otherwise exempted by prior written authorization by the municipality. With respect to any subcontract, we will take such action as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that in the event we are threatened with, or become involved in litigation with a subcontractor or vendor as a result of such direction by the municipality, we may request the municipality to enter into such litigation to protect the interests of the municipality.

General Contractor		
Signature	Title	

OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT SECTION 3 INCOME CERTIFICATION FORM

		Annual Control of the			
Name:	me: Date:				
Address: City & State: Zip:					
Telephone Number;		FAX Number:		Email Address	j;
As an employee of total gross household i persons in the family)				,	I certify that my the number of
	***************************************	Section 3	CHECK ONE (√)		ONE (√)
Family Size	Gro	ss Household	House	nold Income	Household Income
In	come Limits	Less	Than (√)	More Than $()$	
1	\$39,100				
2		\$44,700			
3		\$50,300			
4		\$55,850			
5		\$60,350			
6		\$64,800			
7		\$69,300			
8	***************************************	\$73,750			
PENALTY FOR FALSE Oprovides: "Whoever, in of the United States kn fraudulent statements document knowing the entry, shall be fined no or both."	any ma nowingly or repre same to	atter within the jur and willfully falsif sentations, or mal o contain any false	isdiction (ies or ma kes or use e, fictitiou	of any depart kes any false es any false v s or fraudule	tment or agency e, fictitious or writing, or ent statement or
I agree to provide any accuracy of my family			•	sted) that co	nfirms the
Owner's Name:				<u>.</u>	
Signature:				Date:	

Section3CertForm.kjc

Oakland County Community & Home Improvement Division Section 3 Report

NEW HIRES (includes workers who have worked with the contractor in the recent past but did not continue to work for the contractor since the last job.)

This form is distributed to the General Contractor at the contract signing. The general contractor is also required to provide this form to any subcontractors they hire for this project.

Contractor Name:	
Oakland County CDBG File #:	
Municipality:	
Project Name:	
Contract Amount:	\$
Time on Job;	From: To:
Review the informati	on below and check all that apply for this project::
We have <u>not</u>	<u>hired</u> any new employees.
We <u>have hire</u> Vicinity.	ed employees that live within the Metropolitan Statistical Area (MSA) Target Area
We <u>have hir</u>	ed employees who meet Section 3 criteria.
	or more of the following recruitment steps to find MSA Target Area Vicinity nts that meet Section 3 criteria.
We <u>have adv</u> with this project via t	<u>vertised</u> to fill vacancies at the site, where work is taking place, in connection he following.
Taken photog Distribute em Post employr Kept a log of and/or Section 3 resi	or posters in prominent places within the target area vicinity. Graphs of the above item to document that the above step was carried out apployment flyers in locations accessible to MSA vicinity residents. The ment flyers in various locations within the MSA vicinity areas. The all applicants and indicated the reasons why MSA Target Area Vicinity residents dents who applied were not hired. The all applicants are all applied were not hired. The all applicants are all applied were not hired. The all applied were not hired.
Print Name:	Signature:
Data	



ADDENDUM NO. 1 TO THE REQUEST FOR PROPOSALS FOR HOME DEMOLITION (BATCH 16)

The following modifications are to be incorporated into the request for proposals and contract documents for the above referenced project:

Changes to the Documents: Bid due date has changed. Bid delivery method has changed

Notice to Bidders (Page 1)

The City of Pontiac (City) will open sealed bids on **Monday**, **April 20, 2020 at 3:00 p.m**. Prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave first floor.

Sealed bids will be **mailed** to the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "Asbestos Abatement Services for Demolition Batch 16."

All other items and conditions of the remaining Request for Proposals remain the same.

Adrienne Zeigler Purchasing Agent City of Pontiac AZeigler@pontiac.mi.us 248-758-3120

#11 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Adrienne Zeigler, Purchasing Agent

Thru: Office of Deputy Mayor, Jane Bais-DiSessa

DATE: April 29, 2020

RE: Asbestos Abatement Bids - Batch 16

The City advertised for bids for Asbestos Abatement for Home Demolition Batch 16. Proposals were accepted on April 20, 2020 at 3:00 pm in the office of the City Clerk. The bids were publicly opened via Zoom video conferencing due to the Covid-19 pandemic. Community Development Block Grant (CDBG) monies provide funding for this project.

As shown below, there were four respondents to the RFP:

Batch 16:

Metropolitan Environmental LLC \$61,100.00 • MWV Environmental \$55,195.00 • City Abatement Services \$49,950.00 • Rightway Remediation \$49,850.00

A comparison of bid prices was developed. Based on the review, the most responsible bidder whose bid was determined to be in the best interest of the City is Rightway Remediation.

As such, It is recommended that the City authorize the Mayor to enter into a contract with the above-mentioned bidder, Rightway Remediation.

WHEREAS, the City of Pontiac advertised and received responses to a request for proposals for Asbestos Abatement on April 20, 2020 and publicly opened bids via Zoom; and,

WHEREAS, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the project construction manager; and,

WHEREAS, the most experienced and responsible bidder is being recommended for the contract; and,

WHEREAS, the contract will be granted to Rightway Remediation. The funding for all work performed under this contract will come from CDBG.

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor to enter into a contract with Rightway Remdaition for asbestos abatement as budgeted.

REFERRAL/RECOMMENDATION FORM

DATE: May 29 2020
To: Jane Bais-DiSessa, Deputy Mayor
From: Adrienne Zeigler, Purchasing Agent
THE ATTACHED DOCMENTS ARE BEING REFEERED FOR THE FOLLOWING REASONS:
Clty Council Bid Approval Budget Approval Cancelled Other
The following bid is attached: Asbestos Abatement -Demolition Batch 16
You Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form, Do not submit your recommendation on any other. RFP: Asbestos Abatement - Demolition Batch 16
REMARKS: After a competitive process and a public bid opening, it is recommended
that the Rightway Remedeation be awarded the asbestos abatement contract.
Your recommendation is to be based on the bid specification and content of the bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.
Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.
Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.

Recommendations for bids over 10,000,00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature Record."

Vendor has met the requirements of the Request For Proposal Bid Documents.
The above named firm has also provided references of the companies where they have performed similar work.
They have the experience and equipment necessary to perform the duties of the RFP,
I have included a bid tabulation showing all the Bidders and their prices.
Signature of Pyrchasing Agent: Adrienne Zeigles gas
Date: 4/29/2020 Approved by: Same Bais DiSessa, Deput Maya
Signature of Deputy Mayor: Sanc Back' Ofenn
Date: 4/29/2020
Oakland County LARACORPSSAMIncome TaxProperty InfoCity A/PSBA
MITN ProfileWebsiteBid Tab Vendor ListRFPXAddendum

City of Pontiac Bid Results for Asbestos Abatement Bid Opening Held April 20, 2020

Name of Company	Total Bid Submitted	
Metropolitan Environmental LLC	\$67,100.00	
City Abatement Services	\$49,950.00	
MWV Environmental	\$55,195.00	
Rightway Remediation	\$49,850.00	

tijas -			CITY OF PO	NTIAC BLIGHT ELI	MINATION		
				BATCH 16			
# OF HOMES		ADDRESS	Metropolitan Environmental LLC	MWV Environmental	City Abatement Services	Rightway Remediation	DISTRICT
1	451	Anderson	\$4,000.00	\$1,000.00	\$950.00	\$700.00	7
2	200	Crystal Lake	\$6,000.00	\$2,690.00	\$2,437.00	\$2,900.00	1
3	99	Home	\$3,000.00	\$0.00	\$500.00	\$750.00	3
4	101	Home	\$2,700.00	\$0.00	\$500.00	\$750.00	3
5	103	Home	\$2,700.00	\$0.00	\$500.00	\$600.00	3
6	105	Home	\$2,700.00	\$0.00	\$500.00	\$750.00	3.
7	160	Huron	\$17,500.00	\$33,650.00	\$29,538.00	\$23,900.00	2
8	405	Linda Vista	\$4,500.00	\$7,100.00	\$7,000.00	\$8,900.00	6
9	18	McNeil	\$2,300.00	\$1,100.00	\$500.00	\$1,100.00	3
10	750	Melrose	\$0.00	\$0.00	\$0.00	\$0.00	5
11	46	Perkins	\$9,500.00	\$3,595.00	\$3,475.00	\$4,300.00	7
12	1	Quick	\$5,800.00	\$2,985.00	\$2,650.00	\$3,300.00	7
13	443	Bloomfield	\$1,800.00	\$1,050.00	\$500.00	\$600.00	1
14	785	E. Madison	\$2,600.00	\$1,025.00	\$450.00	\$600.00	6
15	533	N. Perry	\$2,000.00	\$1,000.00	\$450.00	\$700.00	6
16	810	Scottwood	\$0.00	\$0.00	\$0.00	\$0.00	5
17	193	Seward	\$0.00	\$0.00	\$0.00	\$0.00	7
1		Total	\$67,100.00	\$55,195.00	\$49,950.00	\$49,850.00	

SAM Search Results List of records matching your search for:

Search Term: Rightway Remediation LLC*
Record Status: Active

No Search Results

From: Larry A. Kosofsky

Sent: Wednesday, April 29, 2020 12:35 PM
To: Adrienne Zeigler AZeigler@pontiac.mi.us

Subject: RE: potential demo selection - income tax search

Hello Adrienne,

I have reviewed these businesses, and will indicate that neither company is not out of compliance with the income tax ordinance.

Income Tax Division would not hold up a contract award to either of these two vendors.

Larry A. Kascfsky Income Tax Administrator City of Pontiac, Michigan 47450 Woodward Avenue

Pontiac, MI 48342

Ph 248-758-3092 Fax 248-758-3188

Ikosofsky@pontiac.mi.us

"My interest is in the future because I am going to spend the rest of my life there."

-- Charles Kettering, Social Philosopher

From: Adrienne Zeigler <<u>AZeigler@pontiac.mi.us</u>>
Sent: Wednesday, April 29, 2020 12:15 PM
To: Larry A. Kosofsky <<u>lkosofsky@pontiac.mi.us</u>>
Subject: potential demo selection - income tax search

Hello Larry:

Attached are the recommendations of companies for demo batch 16. Contained in the document is information on the company and contact for the person that submitted the bid. Were you able to get information from the city on the tax form that vendors submit?

ID Number: 801620706

Request certificate

Return to Results New search

Summary for: RIGHTWAY REMEDIATION, LLC

The name of the DOMESTIC LIMITED LIABILITY COMPANY: RIGHTWAY REMEDIATION, LLC

Entity type: DOMESTIC LIMITED LIABILITY COMPANY

Identification Number: 801620706 Old ID Number: D6816X

Date of Organization in Michigan: 11/22/2011

Purpose: All Purpose Clause

Term: Perpetual

The name and address of the Resident Agent:

Resident Agent Name:

SCOTT E KRUGIELKA

Street Address:

4407 CENTER STREET

Apt/Suite/Other:

SAGINAW

State: MI Zlp Code: 48604

Registered Office Mailing address:

P.O. Box or Street Address:

885 DORO LN

Apt/Suite/Other:

City:

SAGINAW

MΙ

State:

Zip Code:

48604

響

Act Formed Under: 023-1993 Michigan Limited Liability Company Act

Managed By:

Members

View filings for this business entity:

ALL FILINGS

ANNUAL REPORT/ANNUAL STATEMENTS

CERTIFICATE OF CORRECTION

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT

RESIGNATION OF RESIDENT AGENT

View filings

Comments or notes associated with this business entity:

LARA FOIA Process Transparency Office of Regulatory Reinvention State Web Sites

Michigan.gov Home ADA Michigan News Policies

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REQUEST TO SUBMIT BIDS FOR ASBESTOS ABATEMENT FOR THE CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing asbestos abatement services for the City of Pontiac.

Sealed bids will be mailed to the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "Asbestos Abatement Services for Demolition Batch16" until 3:00 p.m. EDT, Monday, April 20, 2020, at which time they will be publicly opened.

It is the sole responsibility of the individual, and/or entity submitting the bid, to ensure that their bid is physically deposited with the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the offeror. (NOTE: Electronic or faxed submissions will not be accepted)

Bids, including all City-provided forms that shall be completed, and signed as indicated herein, are to be submitted in a sealed envelope plainly marked with the Bids title. Two (2) complete copies/sets of the bid shall be submitted. An original copy so marked, shall be signed with the firm's name and bear its corporate seal or logo and the hand written signature of an officer or employee having authority to bind the company to a contract by his or her signature.

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the bid which it believes to be in the best interest of the City All prospective bidders need to send an e-mail response to azeigler@pontiac.mi.us the following information Firm name, Project Name, Contact Person, Telephone Number and E-mail Address.

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to Adrienne Zeigler and be received no later than five working days prior to the scheduled opening (these may be mailed or faxed to (248) 758-3197 or emailed to azeigler@pontiac.mi.us. A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office.

As shown below, any addendums issued will be located on the City of Pontiac's website:

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

Its receipt must be duly acknowledged with any submission. Please refer to the website 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 available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2nd Floor, Pontiac, MI 48342

The selected firm shall agree to indemnify, defend, and hold harmless the City of Pontiac, its officers, agents, and employees from and against all claims, losses, costs or damages caused by his acts or those of his agents, or anyone for whom he may be responsible. The City disclaims any responsibility for injury to proposers, their agents, or to others while examining the work site or at any other time.

With regard to Asbestos Abatement Services, the successful proposer shall agree to indemnify and hold the City harmless from any and all claims whatsoever arising out of, or occurring during, the performance of the services and occasioned directly or indirectly by its error or omission, negligence, or fault.

Prior to the City's entering into a contract, the successful proposer shall produce evidence satisfactory to the City of insurance coverage in types and amounts defined in Appendix D, and naming the City of Pontiac, Michigan as an additional insured thereon.

Abatement must comply with OSHA standards must also adhere to the AHERA abatement protocol and be performed by a Michigan-accredited asbestos abatement contractor. All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

All work performed under this contract must comply with the State of Michigan Department of Environmental Quality (MDEQ) regulations for asbestos containing materials, including, but not limited to NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH subject to NESHAP, 40 CFR 61, SUBPART M. A copy of this document can be found at:

http://www.michigan.gov/documents/deg/deg-agd-field-tpu-asbestos-notification-form 262676 7.pdf

This is a Federally Funded project. The contractor and subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer. Businesses owned by women or minorities are strongly encouraged to bid.

BIDS DUE: Monday, April 20, 2020 at 3:00 PM EDT

NUMBER OF COPIES TO SUBMIT: TWO (2): One (1) Original and One (1) Copy

PURPOSE

The City of Pontiac is soliciting bids from qualified individuals for the purpose of Asbestos Abatement Services, for sub-standard vacant residential structures for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications and licenses required by the City, County, State, and Federal Government.

I. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide asbestos survey, asbestos remediation, and demolition activities ensuring the City of Pontiac Federal Programs can offer stability, security, and remove blight for the City of Pontiac residents.

II. SCOPE OF WORK: Asbestos Abatement Services and Disposal

Contractor will provide all labor & material for Asbestos Abatement in accordance with following Scope of Work listed In Appendix "A" for those properties listed in by the City. Contractor shall remove all asbestos containing material and hazardous materials as indicated in the Asbestos Survey Batch CDBG Demolition Batch 16:

https://drive.google.com/drive/folders/1t26LjCy-dOb1GNdd1Vta_m3fanBr3O5m?usp=sharing for each home per Federal and State guidelines. Clearance reports will be provided by JAC Xpress. To view fields, go to the website above, select files to download, click the right button on your mouse and select either open with or save file. The City reserves the right to remove properties from the lists.

III. REQUEST

In addition to the required form "Asbestos Abatement for Demo Batch 16" provided here as Appendix A, all firms or individuals responding to this Bid <u>must submit complete responses to the information requested in this section</u>, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½ "x 11" paper. There is no limit to pages submitted for complete response to this section:

Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractor's qualifications and ability to successfully provide the services requested.

- a) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.
- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.
- d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).
- e) Provide current Good Standing Certificate for the firm (if applicable).

- f) Provide organizational documents for the firm such as bylaws and operating agreement (If applicable),
- g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- h) Provide a list of board of directors and officers of firm (if applicable).
- i) Provide insurance as required in Appendix "D"
- j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- I) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide bid and performance bond as outlined in section "IX. BONDING REQUIREMENTS"

The City of Pontiac Michigan reserves the right to validate proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City.

The City reserves the right to waive any informality in bids, to accept any bid, and to reject any and all bids, should it be deemed in the best interest of the City to do so.

The City reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the City to be in the City's best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible.

The City reserves the right to include in the contract for services other terms and conditions not specifically set forth herein.

IV. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "Asbestos Abatement Services Demolition Batch 16" in Appendix A.

It is the City's intention to utilize the successful proposer's services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

V. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded to the lowest responsible bidder. These structures are vacant, and will be demolished under separate contract.

The Agreement with the contractor will detail the payment procedures and documentation needed for the services rendered. The billing submitted by the contractor must provide a written description of the work completed and include any necessary justification as/if necessary.

Billing will be required to have **ALL** the following listed below after services have been rendered, including but not limited to:

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notifications to State of Michigan;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each specific load of waste:
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Invoice; and
- Waiver of Liens for all subcontractors.

All payments will be made by electronic deposits from Oakland County to the contractor bank account.

VI. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Adrienne Zeigler at (248) 758-3120. If contractor is not in possession of a Pontiac Business license then contractor shall procure said license once awarded.

- Agree to Section 3 Clause (Appendix "B")
- Debarment-Service provider has not been suspended from federal benefits as listed on www.epls.gov
- Conflict of Interest regulations found in 24CFR 570.611 (Appendix "C")
- The selected service provider will not use funds for lobbying, and will disclose any lobbying activities
- Other Applicable State and Local Laws

VII. SUBMISSIONS

All submissions (and original and one copy) must be mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "Asbestos Abatement Services Demolition Batch 16" clearly marked on the front to by Monday, April 20, 2020 at 3:00 P.M. EDT to the following:

City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the Bid.

VIII. BONDING REQUIREMENTS

a) A bid guarantee is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. Bid bond to be included with bid

NOTE: If the Contracts or Subcontracts exceed \$50,000.00 you will need b) & c)

- b) A **performance bond** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is on executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c) A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

If a contractor fails to deliver the required bonds, the bid will be rejected. The City of Pontiac reserves the right to reject a bid if the contractor can't provide a performance and payment bond within 5 days of a signed contract.

IX.INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3092, 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:

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.
- (3) Contractor is also required to file City of Pontiac income tax returns reporting and paying income tax on any net profits earned in the City.

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

Tax forms URL: http://www.pontiac.mi.us/departments/income tax/tax forms.php

APPENDIX A

City of Pontiac CDBG/NSP3-Demolition Program

Company Name:		
Representative:		
Address:	City:	Zip:
Office #:	Fax #:	
	Email:	4
The Contractor will be required to quipment necessary to carry out naterials as needed to complete the Contractor shall comply with laws gencies include, but are not limited protection Agency, ICC – Interstate	a material for the following service wo furnish all labor, materials, employee trather removal of asbestos containing the removal specifications as set forth by the and regulations set forth by regulator to, OSHA – Occupational Safety & Health Commerce Commission, DNR – Department. The City expects that bidders will offer.	aining, services, insurance and naterial (ACM) and hazardous he City of Pontiac. y agencies is required. These h Agency, EPA – Environmental ment of Natural Resources, and
contractor must provide the City of as properly disposed of in a type I	Pontiac with copies of the landfill manife	ests that indicate that the debris
contractor is required to give the Ci	ty and each neighbor a notice of the clea	anup.
	e properties listed below can be found lers/1t26LjCy-dOb1GNdd1Vta_m3fa	
3id Price per Residential Prope	ty:	
l51 Anderson, S. \$_ Cost in Words for 451 Anderso	on, S	
200 Crystal Lake \$_ Cost in Words for 200 Crystal	Lake	
99 Home \$_ Cost in Words for 99 Home		
01 Home \$_ Cost in Words 101 Home		
03 Home \$_ cost in Words for 103 Home_		
05 Home \$_ ost in Words for 105 Home _		
60 Huron St. W. \$_ Cost in Words for 160 Huron S	t. W.	

405 Linda Vista Cost in Words for 405 Lind	\$ la Vista			
- 18 McNeil Cost in Words for 18 McNe	\$ oil	2004		
750 Melrose Cost in Words for 750 Meli	\$ 'ose			
46 Perkins Cost in Words for 46 Perki				
1 Quick Cost in Words for 1 Quick				
443 Bloomfield Cost in Words for 443 Bloo				
785 E. Madison Cost in Words for 785 E. M	\$ ladison	-		
533 N. Perry Cost in Words for 533 N. P	\$erry	_		
810 Scottwood Cost in Words for 810 Sco	\$ ttwood	<u>.</u>		
193 Swead St. Cost in Words for 193 Swe	\$ ad			***
Grand Total \$				
Grant Total Cost in Words	<u></u>			
The City reserves the right the price for the remaining		of the homes list	ted above and have	:he contractor hold
Please Note: Cor the time the cont Company Name:	A. 大学 2011年 1月 - 1011年 11日 11日 11日 11日			Washington s
Representative Signature:			Date:	
Print Name:				

Site Specifications: DCR Batch 16

BATCH 16

			DATCH 10	1	,				7
						[Basement	Gurage
Batch	<u>Parcel Number</u>	<u>Address</u>	Street name	Type	sq. ft.	Year Build	Stories	Sq. Ft.	Sq. Ft.
16	14-33-432-006	451	S. Anderson	SF	963	1920	1	730	0
16	14-32-481-027	200	Crystal Lake Dr.	SF & Garage	876	1951	1.5	691	286
16	14-20-452-006	99	Home	Row Home	1,016	1950	2	508	591
16	14-20-452-005	101	Home	Row home	1,016	1950	2	508	0
16	14-20-452-004	103	Home	Row Home	1,016	1950	2	508	0
16	14-20-452-003	105	Home	Row Home	1,016	1950	2	508	0
16	14-29-405-004	160	W. Huron	Commercial	8,251	1920	2	5142	Car Port
16	14-21-478-031	405	Unda Vista	SF & Garage	871	1955	1	858	0
									Approx.
16	14-20-401-036	18	McNell St.	SF & Garage	992	1920	2	992	1,200
16	14-22-111-015	750	Melrose	SF & Garage	949	1959	949	949	493
16	14-33-105-011	46	Perkins	5F & Garage	1,350	1910	2	572	225
	14-28-376-013 (same parcel # as 32 Paddock St, which was torn down earlier. Second building on Quick was not torn								
16	down at that time)	1	Quick (AKA 32 S. Paddock St.)	SF & Garage	919	1910	1.34	480	379
1.6	19-04-104-017	443	Elcomfield Ave	SF & Garage	1,111	1971	1	0	501
16	14-16-479-035		E. Madison Ave	SF & Garage	887	1959	1.5	0	285
16	14-21-352-041	533	N. Perry St.	SF	728	1910	1.5	0	0
16	14-22-103-003		Scottwood St. (Only the 810 address and sheds not the duplex located on the same parcel)		1,465	1930	1	742	5 Sheds
16	14-34-106-001	193	Swead St.	SE	766	1920	1	766	0
10	14-54-108-001	133	Dwear or	. ⇒F	/00	1940	+ .	700	1 0

The Undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this bid as principal, and that it is made without any connection with any other person(s), firm or corporation submitting a bid for the same.

The Undersigned hereby declares that they have read and understand all conditions are outlined in the Request for Bids and that the bid is made in accordance with same.

The Undersigned hereby declares that any person(s) employed by the City of Pontiac Michigan who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure <u>any</u> interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this bid. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

enda numbered	
ature of a duly authorized member or employee of	the
Date:	
Cell #	
Federal Tax I.D. #:	
	ture of a duly authorized member or employee of Date: Cell #

APPENDIX B

Section 3 clause 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3.

APPENDIX C CONFLICT OF INTEREST STATEMENT

"Code of Standards of Conduct," 24 CFR Part 85.36 (b) (3): (Applicable to Community Development Block Grant Expenditures)

- (3) Grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i) The employee, officer or agent,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantee's may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Date:			
Signature:		 	
Printed name			

APPENDIX D INSURANCE

1. INSURANCE

The Contractor shall provide to protect the City of Pontiac as outlined below.

2. LIMITS OF INSURANCE (See also Section 1 of the General Conditions)

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Pontiac. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

- 1) 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
- 2) 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 aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent: (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- 3) 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 for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4) 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. 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.
- 5) Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it 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: Michelle L. McKenzie, City of Pontiac, 47450 Woodward Ave, Pontiac, MI, 48342.
- 6) <u>Proof of Insurance Coverage</u>: The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of Certificates of Insurance as well as the required endorsements.

7) Expiration of Policies: If any of the above coverage expires 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.

3. INDEMNIFICATION CLAUSE

The Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of Pontiac, and all Additional Named Assured, in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the City of Pontiac, shall or may be retained by the City of Pontiac until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the City of Pontiac, or the City of Pontiac may collect the same in whole or in part in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a reasonable insurance company which meets with the approval of the City of Pontiac, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by his operations, acts, or omissions, or those of his subcontractors, agents, or employees in procuring work for the City of Pontiac. Such insurance coverage shall be in such amounts as are provided in public liability and property damage section herein, provided, however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the City of Pontiac, and each Additional Named Assured as their interest may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days' notice to the City of Pontiac and each Additional Named Assured, shall be given in writing prior to the cancellation of, or change in any such insurance."

4. EXTRAS

No claim for extra compensation because of either decrease or increase in quantities will be allowed. Contractor and Owner mutually agree that in the event the Contractor is to perform services beyond, or at variance with the Scope and total price of this Contract, such services must be mutually agreed to, in advance, in writing, with agreed upon price included. Accordingly, claims for the payment of

Extra Services must be substantiated by the Contractor with a written order signed by Owner or his authorized agent.

5. EMERGENCY PHONE NUMBERS

The Contractor must submit Emergency (24 Hours) phone numbers on the company letterhead when submitting contracts.

6. INCLUDED WORK

All items of work noted on the Plans or in the Specifications that are not specifically noted in the bid, shall be considered as included with the contract and shall be completed at no extra cost to the Owner.

7. SUB-CONTRACTS

The Contractor shall not execute an Agreement with any Sub-Contractor or sub-subcontractor or permit any Sub-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified by: _		 	
lts;		 	
Signature:			
Printed Name	i		
Date:			

APPENDIX E

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- 1 As used in these specifications:
- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. ``Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. ``Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian
- Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the
- U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith

performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report,
- etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- I. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - a. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

Contractor's Certification

Community Development Block Grant Program
Concerning Labor Standards and Prevailing Wage Requirements

Mike Pucher, Supervisor

Contract Compliance Unit Oakland County Community & H Oakland Pointe, Ste 1900 250 Elizabeth Lk. Rd. Pontiac Mi 48341-0414	ome Improvement	
PROJECT NAME:		PROJECT NUMBER (if any)
The undersigned, having executed a second control of the cont	contract with	
in the amount of \$	for the construction of the	ne above-identified project, acknowledges that:
(a) The Federal Labor Standards Prov	visions are included in the afores	said contract.
(b) Correction of any infractions of the	aforesaid conditions, including i	infractions by any of his subcontractors and
any lower tier subcontractors, is his re	sponsibility.	
He certifies that:		
contractor by the Comptroller Gene	eral of the United States pursuant	s substantial interest is designated as an ineligible to Section 5.6(b) of the Regulations of the Secretary Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).
	ssociation in which such subcont	tracted to any subcontractor if such subcontractor tractor has a substantial interest is designated latory or statutory provisions.
including those executed by his su Concerning Labor Standards and Pre	bcontractors and any lower tie	in ten days after the execution of any subcontract, er subcontractors, a Subcontractor's Certification cuted by the subcontractors.
4. He certifies that:		
(a) Employer's IRS # is:		
(b) Legal name and the business add	ress of the undersigned are:	
(c) The undersigned is (please check	one):	
[] A Single Proprietorship	[] A Cor	poration Organized in The State of:
[] A Partnership	[] Other	Organization (Describe)

Name	Title	Address
) The names and addresses of undersigned, and the nature o	all other persons, both natural and corporate of the interest are (if none, so state):	e, having a substantial interest in the
Name	Address	Nature of Interest
	i i	
The names, addresses and tra	ude classifications of all other building constr	uction contractors in which the
undersigned has a substantial	ide classifications of all other building construinterest are (if none, so state): Address	
		uction contractors in which the Trade Classification
undersigned has a substantial	interest are (if none, so state):	
undersigned has a substantial	interest are (if none, so state):	
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undersigned has a substantial	interest are (if none, so state):	



OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION

CONTRACTOR REGISTRATION PACKET

OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION
OAKLAND POINTE, SUITE 1900
250 ELIZABETH LAKE ROAD
PONTIAC MI 48341-0414

In order to process payments from Oakland County, each payee/vendor must be on the Master Vendor List. Please complete and return the attached Vendor Registration form and the Request for Taxpayer Identification Number and Certification (Form W-9) to the following address

OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION OAKLAND POINTE, SUITE 1900 250 ELIZABETH LAKE ROAD PONTIAC MI 48341-0414

FAX # (248) 858-5311 or Email: pucherm@oakgov.com

If you would like your payment(s) made to you electronically, please complete and return the ACH VENDOR REGISTRATION FORM - Electronic Funds Transfer (EFT) on page 4.

INSTRUCTIONS

Please type or print clearly the information on the Registration form.

INCOMPLETE REGISTRATION FORMS WILL BE DISCARDED

1. TAX IDENTIFICATION NUMBER:

This is your nine digit Tax Identification Number. Enter the number that is used when reporting tax earnings as shown on the Request for Taxpayer Identification Number and Certification (Form W-9) included in this packet. This may be your Federal Employer Identification Number (FEIN/TIN), or your social security number (SSN). If you are a sole proprietorship, you should enter your social security number.

2. BUSINESS/INDIVIDUAL NAME AND ADDRESS:

Enter your company (or individuals) legal business name and address; payments will be sent to this address, unless otherwise noted (see #3 below).

3. REMITTANCE ADDRESS:

Complete only if different from address (see #2 above). Enter the address where you want payments sent.

If more space is needed for any additional information, please attach a separate sheet of paper to the registration form.

TO BE CONSIDERED AN ACTIVE PAYEE/VENDOR AND TO RECEIVE ANY PAYMENTS DUE, THE FISCAL SERVICES DIVISION MUST RECEIVE A SIGNED AND DATED W-9 FORM. A W-9 FORM IS INCLUDED IN THIS PACKET, OR YOU CAN DOWNLOAD THE FORM VIA THE INTERNET AT WWW.IRS.GOV.

IT IS THE SOLE RESPONSIBILITY OF THE PAYEE/VENDOR TO NOTIFY THE FISCAL SERVICES DIVISION OF <u>ANY AND ALL CHANGES</u> TO THIS APPLICATION. A VENDOR CHANGE REQUEST FORM CAN BE OBTAINED BY CALLING (248) 858-5489 OR VIA THE INTERNET AT: http://www.oakgov.com/mgtbud/fiscal/Pages/vendors.aspx



L BROOKS PATTERSON, OAKLAND COUNTY EXECUTIVE

VENDOR REGISTRATION

Oakland County Community & Home Improvement Division
Oakland Pointe, Suite 1900
250 Elizabeth Lake Road
Pontiac MI 48341-0414
Phone (248) 858-0196, Fax (248) 858-5311

	oucherm@oakgov.	
FAX IDENTIFICATION NUMBER: Use Social Security Number if sole proprietor)		
Too ootal tootally Hamiles II oolo proprietory		TIN SSN
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Please type or print clearly. Complete all	sections. Incomp	lete applications will be discarded.
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.egal Business Name*		
Address*	Address	
Dity* State* Zip*	City	State Zip
Phone*	Phone	
Fax	Fax	
Contact*	Contact	
Title	Title	
E-mail REQUIRED FIELDS	E-mail	A MARKET CONTRACTOR OF THE CON
REQUIRED FIELDS		
Requesters Name (please print)	Land of the land o	
Requesters Signature (required)	A41447	Date



ACH VENDOR REGISTRATION FORM Electronic Funds Transfer (EFT)

THIS PAGE IS OPTIONAL

INSTRUCTIONS: Please type or print clearly. Complete all sections. Incomplete applications will be discarded.

	PAYEE/VENDOR I	NFORMA	ATION	
Name:				
Address:				-
Tax Identification Number: (use S	SSN if Individual or sole propr	ietor)	E-mail Ad	dress:*
	TIN	SSN		
Contact Person Name	Title		Telephone Number:	Fax Number:
	INANCIAL INSTITUTION	L ON INFO	RMATION	
Name of Financial Institution:		<u> </u>		
Nine-Digit Routing Transit Number: Y must obtain a correct Routing numbe your bank for ACH transactions. This not be the same as the routing numby your checks.	r from may			
Account Number:				
Account:Type:	Checking		Savinç	gs
Authorized Signatu	ire	-	Title	e
Printed Name of Sig	nor	-	Date	е

*E-mail Address is required for notification purposes. RETURN TO:

Oakland County Community & Home Improvement Division
Oakland Pointe, Suite 1900
250 Elizabeth Lake Road
Pontiac MI 48341-0414
FAX # (248) 858-5311 or Email: pucherm@oakgov.com

I authorize Oakland County to deposit funds owed to the above payee/vendor by the County, by direct deposit (electronic funds transfer). Information provided must be for U.S. Financial Institutions only.

I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and Oakland County's policy regarding electronic funds transfers as they exist on this date or as subsequently adopted, amended, or repealed. Michigan law governs electronic funds transactions authorized by this agreement in all respects except as otherwise superseded by federal law.

Revised 04/2014

Form (Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

MITTER TRANSPORTER													
	Nar	ne (as shown on your income tax return)							,				
62.	Bus	iness name/disregarded entity name, if different from above											
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분분		Other (see instructions) ▶											
l Specific	Ada	ress (number, street, and apt. or sulte no.)	ster's	name	e and	addre	ss (opt	ional)				
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Par	t []	Taxpayer Identification Number (TIN)											
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to avo reside entitie	id ba nt ali s, it i	ackup withholding. For individuals, this is your social security number (SSN). However, for a ien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>				-		-					
TIN oi Note	, .	ie 3. e account is in more than one name, see the chart on page 4 for guidelines on whose	Em	ploye	er ide	entifica	tion n	umb	er	***	7		
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		alties of perjury, I certify that:											
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Se	vice	t subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have (IRS) that I am subject to backup withholding as a result of a failure to report all interest or divid er subject to backup withholding, and											
3. lar	nal	J.S. citizen or other U.S. person (defined below), and											
4. The	FAT	CA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is cor	rect.										
becau interes genera instrua	se yo st pai ally, p ctions	on instructions. You must cross out item 2 above if you have been notified by the IRS that you but have failed to report all interest and dividends on your tax return. For real estate transactions, d, acquisition or abandonment of secured property, cancellation of debt, contributions to an incomments other than interest and dividends, you are not required to sign the certification, but you so no page 3.	, item Jividu	12 de Ial re	oes :	not ap nent a	ply. F rrange	or m	iortga nt (IR	age A), a	nd		
Sign Here		Signature of											

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only If you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership incorne.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royaltles, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2, You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more Information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies,

Penalties

Failure to furnish TIN. If you fall to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name on the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLG that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2-The United States or any of its agencies or instrumentalities
- 3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures
 - 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations, S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this fleld blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
 - B-The United States or any of its agencies or instrumentalities
- C-A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(l)
- E-A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(o)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I-A common trust fund as defined in section 584(a)
 - J-A bank as defined in section 581
 - K-A broker
 - L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box, If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clloking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon,

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II, Certification

To establish to the withholding agent that you are a U.S. person, or resident allen, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out Item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, altorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, If combined funds, the first individual on the account '
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ' The actual owner '
Sole proprietorship or disregarded entity owned by an individual	The owner '
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC 12. A broker or registered nominee	The partnership The broker or nominee
Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish, if only one person on a joint account has an SSN, that person's number must be furnished.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An Identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN.
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059,

Protect yourself from suspicious emalls or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

² Circle the minor's name and furnish the minor's SSN

³ You must show your individual name and you may also enter your ousiness or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust, (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

^{*}Note, Grantor also must provide a Form W-9 to trustee of trust.

ETHNIC OWNERSHIP REPORT

Attention general contractor and subcontractors, please respond to the following (print or type).

Mark the descriptions below that indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate. Female () Male persons having origins in any of the original peoples of Europe, North Africa, White Americans: or the Middle East, but not of Hispanic Origin. persons having origins in any of the black racial groups of Africa, but not of Black Americans: Hispanic origin. persons having origins in any of the original peoples of North America, and Native Americans: who maintain cultural identifications through tribal affiliations or community recognition. Hispanic Americans: persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race. Asian/Pacific Americans: persons having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa. Other: Please Specify: Date _____ Project Business Name Representative Name

Signature

Any questions? Call Mike Pucher, Supervisor, Contract Compliance Unit (248) 858-0196

Oakland County Water Resource Commission

Oakland County Surety Bonds are annual bonds and not site specific. Below are the three parts of bonding requirements of the OC Water Resources Commissioners Office for sanitary sewer work including any and all extensions/relocations/connections/manhole adjustments/etc.

1. \$5000.00 Surety Bond on OCWRC form No. DC-443 available online at:

http://www.oakgov.com/water/Pages/permit_app_form/default.aspx http://www.oakgov.com/water/Documents/2013_updates/dc_443_012013.pdf

- 2. \$500.00 Cash Bond posted at OCWRC (refundable)
- 3. Liability Insurance naming OCWRC as certificate holder.

Contractors should be directed the contact the WRC front desk 248-858-0958.

Surety Bond Form

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

One Public Works Drive Waterford, Michigan 48328

SURETY	BOND Bond No.
KNOW ALL MEN BY THESE PRESENTS, that	
Contractor, as Principal, anda corporation organized under the laws of the State of	
having its principal office in the City of	
and authorized to transact the business of Surety in the State of Water Resources Commissioner, County of Oakland, State of no/100 (\$5,000.00) dollars, lawful money of the United State ourselves, our heirs, executors, administrators, successors and as	Michigan, as obligee, in penal sum of Five Thousand and s, for which payment, well and truly to be made, we bind
WHEREAS, the said Principal has applied to said Obligee to individual building sanitary service, individual building sump a disposal system or county drain owned and or operated by the County drain owned and other drain owned and ot	oump service directly or indirectly, into any sanitary sewage
NOW, THEREFORE, THE CONDITION OF THIS OBLIC said Obligee against all loss or damage caused by said Princip and/or failure to comply with Obligee's requirements, specificate shall be void, otherwise to be and remain in full force and effect.	pal's breach of any ordinance, rule, regulation or resolution ions, and Departmental Standards, then the above obligation
PROVIDED, THE LIABILITY OF THE SURETY upon this period of the permit(s) issued to the Principal above named by no 20, or ten days after receipt by the Obligee of a written not the liability of such Surety is thereby terminated and canceled. It liabilities which shall have accured under this bond prior to the distriction.	ot beyondice signed by such Surety, or its authorized agent, stating that Provided further, that nothing herein shall affect any rights or
This bond may be extended for a further term by the issuance of	a Continuation Certificate signed by the Surety.
Dated:	
Name:	
Address	
Ву	
, " " " " " " " " " " " " " " " " " " "	(Principal)
Name:	
Address:	
n	
Вух	Surety (Attorney-In-Fact)

JIM NASH OAKLAND COUNTY WATER RESOURCES COMMISSIONER Page 1 of 1

Rev.: 01/26/11

JIM NASH OAKLAND COUNTY WATER RESOURCES COMMISSIONER

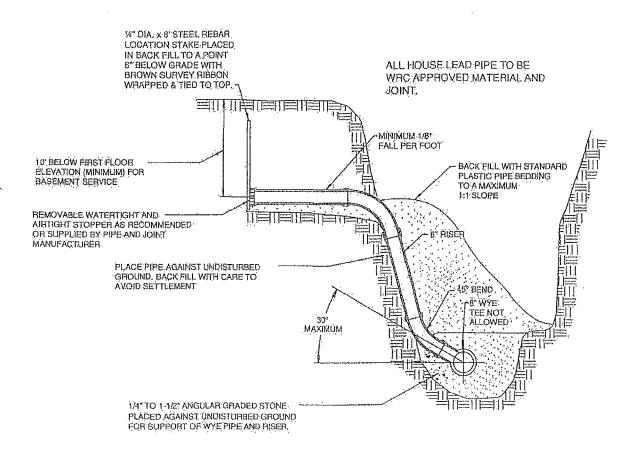
BUILDING 95 WEST -- ONE PUBLIC WORKS DRIVE WATERFORD, MICHIGAN 48328-1907 (248) 858-0958 FAX (248) 858-1066

FAX TRANSMITTAL

DATE:		TIME:		NUMBER OF PAGES				
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TO:								
FIRM:								
FAX NUN	/IBER:							
FROM:		Mark W. Davis						
UNIT:		Permitting		·				
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COVER	VIESSAGE							
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3. Liabili	ty Insurance 1	naming OCWRC as	additional insured	1.				
If you do not receive all the pages, please call the sender								

OAKLAND COUNTY WATER RESOURCES COMMISSIONER Gravity Building Lead Requirements and Details

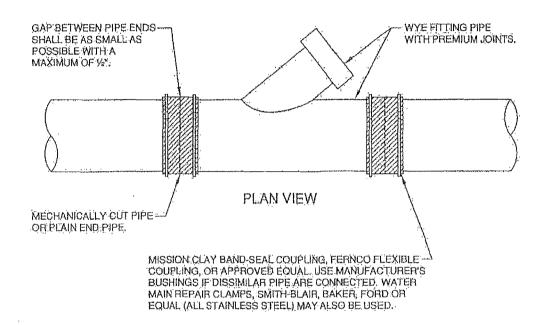
- 1. All building lead work must be performed under Oakland County Water Resources Commissioner (WRC) and/or local unit of government inspection.
- 2. For all WRC-operated systems, call 248-858-1105-24-hours in advance of work to schedule inspection.
- 3. No sanitary sewer may be used as a cleanout or dewatering outlet.
- 4. Where an existing building lead is being extended, dissimilar types and sizes of pipe shall be joined using a WRC approved adapter.
- 5. Approved building lead pipe for gravity sewer leads:
 - a. ABS plastic, ASTM D2751, SDR 23.5.
 - b. PVC plastic, ASTM D3034, SDR 23.5 or ASTM D2665, Schedule 40.
 - c. Ductile Iron Pipe, American Water Works Association (AWWA) C-104/A21.4, Class 54. Joints shall be Super Bel Tite, Tyton, Ty-Seal, Multi-Tite, Dual-Tite, or Veri-Tite.
 - d. Any deviations from specified above require approval by WRC.
- 6. Allowable types of sewer pipe adapters:
 - a. Fernce adapter/reducer donuts.
 - b. Femco flexible coupling.
 - c. Mission clay band-seal coupling.
 - d. Smith-Blair stainless steel repair clamp,
 - e. Huron-Clinton O-ring adapter.
 - f. Hamilton-Kent Gear Grip adapter.
 - q. Plant fabricated joint conversion pipe.



HOUSE LEAD DETAIL

JÍM NASH ÓARLAND COUNTÝ WATER RESOURCES COMMISSIONER Page 2 of 5

DETAILS OF HOUSE LEAD CONNECTIONS TO MAIN SEWER WHERE WYE OPENINGS ARE NOT PROVIDED



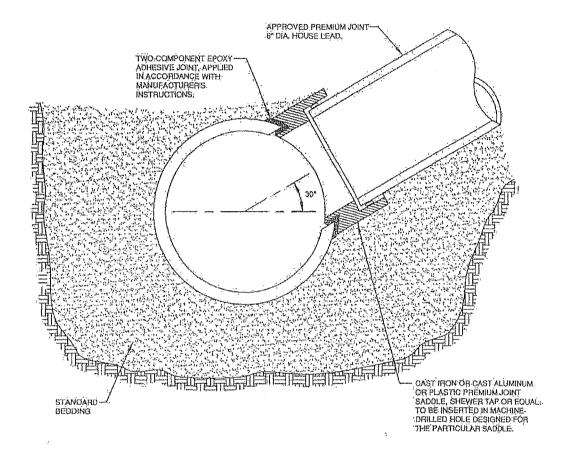
NOTE: PIPE SHALL BE BEDDED IN STANDARD PLASTIC PIPE BEDDING,

WYE PIPE INSERTION WITH FLEXIBLE COUPLINGS (RIGID PIPE)

JIM NASH OAKLAND COUNTY WATER RESOURCES COMMISSIONER Page 3.01.5

Rev. 05/18/09

DETAILS OF HOUSE LEAD CONNECTIONS TO MAIN SEWER WHERE WYE OPENINGS ARE NOT PROVIDED



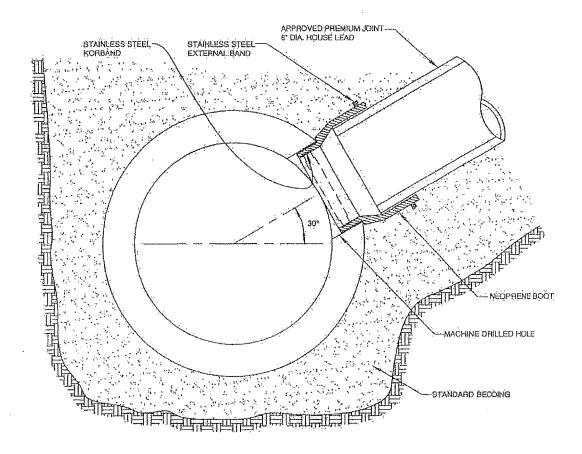
NOTE: SURFACE OF MAIN SEWER SHALL BE CLEANED WITH AN ABRASIVE GRINDER PRIOR TO EPOXY APPLICATION, DUE TO VARIATION OF SET-UP TIME OF EPOXY ADHESIVE WITH TEMPERATURE, ANCHOR STRAPS SHALL BE USED TO SECURE SADDLE IN POSITION IN COLD WEATHER OR WHENEVER WORK IS TO PROCEED PRIOR TO COMPLETE CURE OF EPOXY.

SADDLE TAP-ALL SIZES OF MAIN SEWER PIPES (RIGID PIPE)

JIM NASH. OAKLAND COUNTY WATER RESOURCES COMMISSIONER Page 4-01.5

Rev. 05/18/09

DETAILS OF HOUSE LEAD CONNECTIONS TO MAIN SEWER WHERE WYE OPENINGS ARE NOT PROVIDED



KOR-N-TEE TAP FOR CONCRETE PIPE

JIM NASH OAKLAND COUNTY WATER RESOURCES COMMISSIONER Page 5 of 5

Rev. 10/29/01

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Municipality

Agreement of Prime Contractor

WE HEREBY AGREE, and will require companies awarded subcontracts for this project to agree, to conform to the policy that during the performance of this contract:

- 1. We will not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, age, national origin, sex, height, weight, marital status or handicap as provided in Section 3 (A) Act 344, Public Acts of 1965 as amended by Act 349 Public Acts of 1966. We will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap. This obligation includes, but is not limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. We agree to post notices that set forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment, as required and provided by the municipality.
- 2. We will, in all solicitations or advertisements for employees placed by us or on our behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap.
- 3. We will send to each labor union or representative or workers with which we have a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the municipality, advising the labor or worker's representative of our commitments under this Contract Compliance Plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. We will comply with and be bound by: all Ordinance provisions when applicable, Contract Compliance Provisions, and any other provisions included in the Specifications. We shall file, and shall cause each of our subcontractors to file, compliance reports with the municipality within such times and in such forms as the municipality shall prescribe. Compliance reports shall contain such information as that regarding the practices, policies, programs and employment statistics of the prime contractor and each subcontractor.
- 5. We will permit the municipality, the municipality's auditors, the Oakland County Community Development Division, the Oakland County Auditing Division and/or the U.S. Dept. of Housing and Urban Development access to our books, records and accounts for investigation purposes to ascertain observance of this Contract Compliance Plan.
- 6. We acknowledge that in the event of noncompliance with the nondiscrimination clauses of this contract, or with any applicable rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and that we may be declared ineligible for further municipal contracts in accordance with procedures authorized herein and such other sanctions as may be imposed and remedies involved as provided by ordinance, rule, regulation or as otherwise provided herein or by law.
- 7. We will include the provisions of paragraphs one through six in every subcontract let under this contract so that these provisions will be binding upon each subcontract, unless otherwise exempted by prior written authorization by the municipality. With respect to any subcontract, we will take such action as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that in the event we are threatened with, or become involved in litigation with a subcontractor or vendor as a result of such direction by the municipality, we may request the municipality to enter into such litigation to protect the interests of the municipality.

General Contractor		
Signature	Title	

OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT SECTION 3 INCOME CERTIFICATION FORM

Income Limits Less Than (√) More Than (√) 1 \$39,100 2 \$44,700 3 \$50,300 4 \$55,850 5 \$60,350 6 \$64,800 7 \$69,300 8 \$73,750 PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years or both." I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income. Owner's Name:						
City & State: Zip: Telephone Number: FAX Number: Email Address: As an employee of	Name:				Date:	
As an employee of	City & State:					
total gross household income last year was not greater than (based on the number of persons in the family) the amount checked below. Section 3	Telephone Number:		FAX Number:		Email Address	* * * * * * * * * * * * * * * * * * *
Family Size Gross Household Income Limits 1 \$39,100 2 \$44,700 3 \$50,300 4 \$55,850 5 \$60,350 6 \$64,800 7 \$69,300 8 \$73,750 PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years or both." I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income. Owner's Name:	total gross household					
Family Size Gross Household Income Limits 1 \$39,100 2 \$44,700 3 \$50,300 4 \$55,850 5 \$60,350 6 \$64,800 7 \$69,300 8 \$73,750 PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years or both." I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income. Owner's Name:			Section 3		CHECK	ONE (√)
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5 \$60,350 6 \$64,800 7 \$69,300 8 \$73,750 PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years or both." I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income. Owner's Name:					,	
6 \$64,800 7 \$69,300 8 \$73,750 PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years or both." I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income. Owner's Name:		· · · · · · · · · · · · · · · · · · ·				
7 \$69,300 8 \$73,750 PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years or both." I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income. Owner's Name:			········			
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provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years or both." I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income. Owner's Name:	8					
Owner's Name:	provides: "Whoever, if of the United States k fraudulent statements document knowing the entry, shall be fined n	n any ma nowingly or repre e same to	tter within the jur and willfully falsif sentations, or ma o contain any falsi	isdiction les or ma kes or use e, fictitiou	of any depart ikes any false es any false v is or fraudule	ment or agency e, fictitious or vriting, or ent statement or
					sted) that co	nfirms the
	Owner's Name:				···	
Signature: Date:	Signature:				_ Date:	

Section3CertForm.kjc

Oakland County Community & Home Improvement Division Section 3 Report

NEW HIRES (includes workers who have worked with the contractor in the recent past but did not continue to work for the contractor since the last job.)

This form is distributed to the General Contractor at the contract signing. The general contractor is also required to provide this form to any subcontractors they hire for this project.

Contractor Name:	
Oakland County CDBG File #:	,
Municipality:	
Project Name:	
Contract Amount:	\$
Time on Job:	From: To:
Review the informati	on below and check all that apply for this project::
We have <u>not</u>	hired any new employees.
We have him Vicinity.	ed employees that live within the Metropolitan Statistical Area (MSA) Target Area
We <u>have hir</u>	ed employees who meet Section 3 criteria.
	or more of the following recruitment steps to find MSA Target Area Vicinity nts that meet Section 3 criteria.
We have adv	vertised to fill vacancies at the site, where work is taking place, in connection he following.
Taken photog Distribute em Post employr Kept a log of and/or Section 3 resi	or posters in prominent places within the target area vicinity. Graphs of the above item to document that the above step was carried out ployment flyers in locations accessible to MSA vicinity residents. In an entityers in various locations within the MSA vicinity areas, all applicants and indicated the reasons why MSA Target Area Vicinity residents dents who applied were not hired, aining on MSA Vicinity Hiring and Section 3 employment requirement
Print Name:	Signature:
Date:	

#12 Monthly Report

3-13-20 Check Register

Check

Bank CONS CONSOLIDATED

Vendor

Vendor Name

CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 03/07/2020 - 03/13/2020

Invoice Number

Page: 1/9

Amount

Status

User: JPETERS
DB: Pontiac
Check Date C

Bank BOND FIFTH THIRD BOND ACCOUNT Check Type: Paper Check 03/13/2020 12775 10002889 50th District Court 1918320M A 250.00 Open 13X584704B A 250.00 Open 190S19144B A 250.00 Open 190S00932B A 250.00 Open 500.00 08B252452Y A Open 08B252452X A 250.00 Open 09B252562A A 45.00 Open 250.00 130S03649A A Open 250.00 190S39914A A Open 170S04500A A 250.00 Open 171442150M A 225.00 Open 130S03649C A 250.00 Open 3,020.00 106.95 03/13/2020 12776 BOND ANDREW LEE JENKINS JR 04B246415Z R Open 03/13/2020 12777 BOND BILLY MARCELLE EDWARDS 151390430I R 315.00 Open 03/13/2020 12778 BOND FOREMAN MILLS 1917270MR 24.98 Open 03/13/2020 12779 BOND LASHONDA DENISE SPIKNER 110S28834A R 125.00 Open 03/13/2020 12780 BOND MICHAEL PAYETTE 200111LT E 330.00 Open 12781 190778FY C 1,500.00 03/13/2020 BOND Open 12782 NICOLE SHARDARRI MCGEE 04B260057X R 40.00 03/13/2020 BOND Open 475.00 Open 03/13/2020 12783 00002208 OAKLAND COUNTY CLERK 1569325FY C 500.00 Open 200159FD C 250.00 200150FY C Open 3,000.00 Open 200138FY C 250.00 200264FY C Open 4,475.00 03/13/2020 12784 BOND RITE AID PHARMACY 190876SMR 72.97 Open 20BT00703R 140.00 Open 03/13/2020 12785 BOND RODERICK GILLISON 03/13/2020 12786 BOND ROOSEVELT HALSELL JR 171442150M R 25.00 Open 09122582CO R 250,00 Open 03/13/2020 12787 BOND WILLIAM BERNARD HORTON 09B252562A R 190.00 Open 440.00 10,614.90 Total For 03/13/2020: Total Paper Check: 10,614.90 BOND TOTALS: Total of 13 Checks: 10,614.90 Less 0 Void Checks: 0.00 Total of 13 Disbursements: 10,614.90

CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 03/07/2020 - 03/13/2020

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User: JPETERS DB: Pontiac

Check Date Check Invoice Number Status Vendor Vendor Name Amount Check Type: EFT Transfer 03/11/2020 704(E) 10004293 North Bay Drywall, Inc March 2020 18,901.78 Open Total For 03/11/2020: 18,901.78 18,901.78 Total EFT Transfer: Check Type: Paper Check 73.95 Open 03/13/2020 527162 10002840 21st Century Media Newspapers, LLC 1962765 1,364.00 AD#1956823 Open 1956803 1,364.00 Open 2,801.95 4,063.50 03/13/2020 527163 10004066 Action Traffic Maintenance, Inc. 1242420 Open 03/13/2020 527164 10001957 Ajax Materials Corporation 246713 399.30 Open 157.25 03/13/2020 527165 10003879 Amazon.com LLC 393987193 Open 2-27-20 PM 240.00 03/13/2020 527166 10004305 Ameena Razia Sheikh Open 240.00 Open 03/13/2020 527167 10004326 Amy M. Hopp 2-19-20 AM 3-2-20 PM 240.00 Open 480.00 1,708.78 03/13/2020 527168 00000050 AT & T 80025874118-030120 Open 527169 10003274 AT & T Long Distance 821555420-030420 22.05 Open 03/13/2020 03/13/2020 527170 10002333 Auto Value - APC Store 647365-313 54.23 Open 648417-313 3.99 Open 648461-313 3.58 Open 648536-313 272.90 Open 427.92 Open 349079-313 78.49 649255-313 Open 117.00 649275-313 Open 19.19 649544-313 Open 977.30 03/13/2020 527171 10004207 Belem Morales Law Office 2/18/20-1968820 80.00 Open 80.00 2-18-20 191177SM Open 2-18-20 1961724 390.00 Open 2-18-20 19 70658 230.00 Open 3-5-20 PM 240.00 Open 1,020.00 03/13/2020 527172 00001103 Blue Cross Blue Shield of Michigan 60418-600-0420 60,225.00 Open 60418-601-0420 13,015.08 Open 43,805.64 60418-602-0420 Open 60418-604-0420 4,614.15 Open 60418-605-0420 9,684.00 Open 131,343.87 03/13/2020 527173 10003919 Brittany Anne Costello 2-21-20 PM 240.00 Open 64.00 03/13/2020 527174 10003781 Bruce E. Crossman 1/29/20-20-0009om Open

CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 03/07/2020 - 03/13/2020

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User: JPETERS DB: Pontiac

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				2-27-20 AM	240.00 304.00	Open
03/13/2020	527175	00001156	C&S Motors, Inc.	FP192395 FP192436	110.40 452.25 562.65	Open Open
03/13/2020	527176	10004416	Carie L Seib	2-26-20 PM	240.00	Open
03/13/2020	527177	00010597	Charesa D. Johnson	2-13-20 19-1319-SM 2-21-20 AM 3-3-20 PM	13.60 240.00 240.00 493.60	Open Open Open
03/13/2020 03/13/2020 03/13/2020	527178 527179 527180	10003968 00001244 00013029	City of Rochester Hills Comcast Cablevision CompOne Administrators, Inc.	39027-39196 990-1024326-0320 173737	9,545.51 261.32 14,971.98	Open Open Open
03/13/2020	527181	10004348	Cory Westmoreland	2-27-20 AM 2-28-20 AM 3-2-20 AM	240.00 240.00 240.00 720.00	Open Open Open
03/13/2020	527182	00001299	Culligan of Ann Arbor / Detroit	592675 596044 568812	88.99 15.50 60.99 165.48	Open Open Open
03/13/2020	527183	10003307	Dave's Electric Services, Inc.	14775 14786	267.34 193.00 460.34	Open Open
03/13/2020	527184	10004452	Dennis Powell	0308202033	100.00	Open
03/13/2020	527185	00001353	Detroit Elevator Co.	186110 185998 186476	185.00 446.20 637.69 1,268.89	Open Open Open
03/13/2020	527186	00000247	DTE Energy	52-7080527-0220 70-4941404-0220 216-7484267-0220 435-7849547-0220 440-2777841-0220 786-2776558-0220 827-5543457-0220 827-7082417-0220 990-7078596-0220 6180-5436464-0220	733.37 2,689.57 65.26 67.52 33.27 25.74 97.35 1,523.92 830.33 433.66 770.65	Open Open Open Open Open Open Open Open
03/13/2020	527187	10004332	Edith Blakney Law Firm, PLLC	2-20-20 AM	240.00	Open

CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 03/07/2020 - 03/13/2020

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User: JPETERS DB: Pontiac

Check Date Check Vendor Vendor Name Invoice Number Amount Status 2-26-20 AM 240.00 Open 2-28-20 AM 240.00 Open 720.00 03/13/2020 527188 10004260 Falcon Road Maintenance Equipment 007834 994.70 Open 03/13/2020 527189 10004164 Frank Benion Jr 0307202021 200.00 Open 527190 10004424 187.50 03/13/2020 Frederick Pruitt 0307202025 Open 03/13/2020 527191 10004398 Gary Ashton 0307202020 75.00 Open 527192 00000357 71.30 03/13/2020 Golling Buick GMC Inc. GCCS434191 Open GCCS434190 75.78 Open 147.08 03/13/2020 527193 00000436 2/18/20 -19-2040-OM 75.00 Gracey Law Firm, PLLC Open 2/18/20 19-1235ST 16.00 Open 2-11-20 19-1235-ST 120.00 Open 2-18-20-20-0073-SM 160.00 Open 100.00 2-18-20 20-0033-SM Open 2-18-20 19-00779-OM 16.00 Open 487.00 03/13/2020 527194 00001591 Guardian Alarm Company of Michigan 20777576 1,125.60 Open 03/13/2020 527195 00010313 Hastings Air-Energy Control, Inc. 182017 2,018.75 Open I82018 285.95 Open 2,304.70 03/13/2020 527196 10004422 0003 79.60 Health Care Cost Management Open 03/13/2020 527197 10003261 Hillarie F. Boettger, PLLC 2-24-20 AM 240.00 Open 1-21-20 200066SM 32.00 Open 2-20-20 2001190M 16.00 Open 2-20-20 2000410M 16.00 Open 2-20-20 2000720M 16.00 Open 2-24-20 200211SM 75.00 Open 2-27-20 PM 240.00 Open 3-3-20 AM 240.00 Open 875.00 03/13/2020 527198 00001649 Home Depot/Comm. Credit 0022489 48.38 Open 1022415 5.48 87.84 1022416 Open 6020459 33.63 Open 5625576 203.91 Open 7021588 55.88 Open 7021589 27.67 Open 9021284 101.90 Open 564.69 03/13/2020 527199 10001885 Hubbell, Roth & Clark, Inc. 177042 -2/8/20 1,292.96 Open 177043 -2/8/20 7,634.91 Open 177044 -2/8/20 3,779.48 Open 177041 -2/8/20 142.83 Open 177040 -2/8/20 2,223.18 Open 177038 458.85 Open 177039 8,158.62 Open

CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 03/07/2020 - 03/13/2020

Page: 5/9

User: JPETERS
DB: Pontiac

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				177048 -2/8/20 177049 -2/8/20 177046 -2/8/20 177045 177047	960.96 264.00 58.50 939.93 15,587.76 41,501.98	Open Open Open Open Open
03/13/2020	527200	10004337	Idumesaro Law Firm, PLLC	2-14-20 181477560M 12-12-19 19-1360SM 12-12-19 19-15980M 1-18-20 19-1522SM 2-18-20 20-0160SM 2-20-20 20-00743SM 2-24-20 AM 2-25-20 AM	75.00 460.00 1,660.00 1,484.00 80.00 325.40 240.00 240.00	Open Open Open Open Open Open Open Open
03/13/2020	527201	10000960	Iron Mountain Incorporated	202090383 CLPH730 CLPH731 CLPH768	320.26 293.08 224.93 313.57	Open Open Open Open
03/13/2020 03/13/2020 03/13/2020	527202 527203 527204	10004399 10004163 10004266	James M Huddleston John C. Bowie John Valiant Boyd	0307202035 030720207 JAM22	25.00 300.00 100.00	Open Open Open
03/13/2020	527205	10004427	Joshua D West PLC	2-6-20 DW 2-6-20 18739J2 SM	75.00 75.00 150.00	Open Open
03/13/2020	527206	10003866	K and Q Law, PC	1-10-20 19-0620ST 1-10-20 19-1803-OM 1-28-20 19-1783OM 1-28-20 19-1419SM 1-28-20 19-1419SM 1-28-20 19-0424SM 2-19-20 AM 2-24-20 AM 2-26-20 AM 3-5-20 AM	160.00 460.00 20.00 240.00 6.40 40.00 240.00 240.00 240.00 240.00	Open Open Open Open Open Open Open Open
03/13/2020	527207	10004388	Law Office of Christophen R She	emke 1-15-20 161417170M 2-20-20 200178SM 2-20-20 200179SM 2-20-20 t/v200191SM 2-20-20 AM 3-2-20 AM	160.00 40.00 40.00 16.00 240.00 240.00	Open Open Open Open Open Open
03/13/2020	527208	10004387	Law Office of Khari Hatchett	2-26-20 PM	240.00	Open
03/13/2020	527209	10002474	Law offices of Moneka L. Sanfor	rd PI2-27-20 AM 3-3-20 AM	240.00 240.00	Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					480.00	
03/13/2020	527210	10003741	Law Offices of Nadine R.Hatten,PL	LC2-20-20 PM 2-25-20 PM	240.00 240.00 480.00	Open Open
03/13/2020	527211	00012690	Law Offices of Paulette Michel, P	LI2-21-20 PM 2-1-20 190343SM	240.00 75.00 315.00	Open Open
03/13/2020	527212	10003930	Leslie Tire Services, Inc.	3090667 3090677	195.00 425.00 620.00	Open Open
03/13/2020	527213	REFUND DEP	Lillie Bowie	R#81822-229912	100.00	Open
03/13/2020	527214	00010223	Lisa C Watkins Law Office	1-9-20 19-0145SD 1-29-20 18-73474SM 2-18-20 19-0162SD 2-18-20 18-73474SM 3-4-20 AM	240.00 75.00 160.00 280.00 240.00	Open Open Open Open Open
03/13/2020 03/13/2020	527215 527216	00001592 10004400	Loomis Lucetry Dalton	12580268 0222202019	1,027.23 93.75	Open Open
03/13/2020	527217	10000123	Marilyn D.Walker	2-20-20 190195SD 2-20-20 AM	75.00 240.00 315.00	Open Open
03/13/2020	527218	00012978	Meadowbrook, Inc.	4136	3,731.50	Open
03/13/2020	527219	10004366	MGM Legal, PLLC	3-2-20 PM 3-3-20 AM 3-4-20 AM	240.00 240.00 240.00 720.00	Open Open Open
03/13/2020	527220	10000675	Michigan Joint Sealing, Inc.	16292	4,500.11	Open
03/13/2020	527221	00002068	Miller Canfield Paddock & Stone, F	L(1472193 1470315	13,596.00 26,228.00 39,824.00	Open Open
03/13/2020 03/13/2020	527222 527223	10004329 10003945	Nachawati Law, PLLC Nancy Anne Plasterer	3-6-20 PM 2-24-20 PM	240.00 240.00	Open Open
03/13/2020	527224	10001088	Nelco Supply Co.	10099485 10099500	136.80 103.80 240.60	Open Open
03/13/2020	527225	00002197	Nowak & Fraus, PLLC	103352 103351	11,232.00 11,323.00 22,555.00	Open Open

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Check Date Vendor Check Vendor Name Invoice Number Amount Status 03/13/2020 527226 00000596 NTH Consultants, Ltd 621597 7.969.31 Open 03/13/2020 527227 00000598 SHF0005984 26,170.29 Oakland County Open 03/13/2020 527228 00002217 Oakland County Legal News 1710317 93.80 Open 1710318 93.80 Open 1710319 93.80 Open 281.40 03/13/2020 527229 00002229 Oakland County Road Commission 650.00 Open 527230 10001573 Oakland Schools 72852.1-19123015806 9,538.45 03/13/2020 Open 10000078 Occupational HealthCenters of MI P(713139406 112.50 03/13/2020 527231 Open 240.00 527232 10004426 Pauline J. Woll 3-6-20 PM Open 03/13/2020 PreCise MRM LLC 200-1024798 150.00 03/13/2020 527233 00011236 Open 690.95 03/13/2020 527234 211110 Open 10000667 Printing Systems, Inc. 437.73 Open 211146 437.24 211147 Open 211641 676.91 Open 211864 226.74 Open 2,469.57 03/13/2020 527235 00013315 Rapid Shred, LLC 131883 30.00 Open 03/13/2020 527236 10004175 Richard Peterson 030720205 350.00 Open 03/13/2020 527237 00002451 Richard Taylor 2-25-20 AM 240.00 Open 03/13/2020 527238 EMP. REIMB Robert Locher R#95429 63.60 Open Rochell Thomas R#81824-230258 100.00 03/13/2020 527239 REFUND DEP Open R#230276 100.00 03/13/2020 527240 REFUND DEP Rose Brinson Open 13.00 03/13/2020 527241 10003760 Scott's Lock & Key Shop 1123 Open 1135 89.45 Open 102.45 03/13/2020 527242 10003769 Service Heating & Plumbing Corp 2001028 1,561.47 Open 95.00 Open 03/13/2020 527243 00002579 Slade's Printing Company March 2, 2020 March 3, 2020 295.00 Open 390.00 Solomon P Marve Sr. 350.00 03/13/2020 527244 10004230 0307202028 Open 03/13/2020 527245 00013050 Stacy A. Drouillard 2-13-20 200180SM 24.00 Open 2-11-20 190627SM 155.00 Open 2-13-20 191264SM 75.00 Open 2-13-20 190694SM 16.00 Open 2-13-20 200183SM 24.00 Open 2-20-20 190268ST 272.00 Open 2-20-20 1912930M 75.00 Open 2-20-20 200197 75.00 Open 2-25-20 AM 240.00 Open 2-25-20 200186SM 16.00 Open 240.00 2-28-20 AM Open 1-21-20 190209SM 80.00 Open 1,292.00 03/13/2020 527246 00012256 8057584100-440018747 122.20 Open Staples Business Advantage 8057584100-440018748 319.10 Open 363.53 8057584100-440018749 Open 8057675139-440875712 73.91 Open

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144.00

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Check Date Vendor Vendor Name Amount Status Check Invoice Number 8057675139-440875724 1,786.95 Open 8057675139-440875725 237.90 Open 2,903.59 03/13/2020 527247 00002679 Terminal Supply Co., Inc. 22299-00 122.19 Open 03/13/2020 527248 00000275 The Law and Mediation Center PLLC 3-5-20 PM 240.00 Open 03/13/2020 527249 10004376 Thomson Reuters Applications, Inc. 841923374-2-2020 120.00 Open 03/13/2020 527250 00013076 Turner Sanitation A-49567 90.00 Open 03/13/2020 527251 10004115 Vimeo, Inc. a.k.a. Livestream 387888 2,388.00 Open 03/13/2020 527252 10003813 Water Resource Commissioner 440-80918-08-0220 345.60 Open 990-78699-00-0220 413.36 Open 758.96 345.60 03/13/2020 527253 00002832 Waterford A Charter Township 348-69848-00-0120 Open 348-69848-00-0220 345.60 Open 348-5548109-1219 251.30 Open 210.31 348-5548109-0120 Open 348-96397916-0120 722.52 Open 348-96397916-0220 522.44 Open 2,397.77 375,893.64 Total For 03/13/2020: 375,893.64 Total Paper Check: CONS TOTALS: 394,795.42 Total of 93 Checks: Less 0 Void Checks: 0.00 394,795.42 Total of 93 Disbursements: Bank COURT FIFTH THIRD-COURT OPERATING Check Type: Paper Check 10003896 PMP Investments, LLC 2363 144.00 Open 03/13/2020 8025 Total For 03/13/2020: 144.00 144.00 Total Paper Check: COURT TOTALS: 144.00 Total of 1 Checks: 0.00 Less 0 Void Checks:

Total of 1 Disbursements:
Bank PAYR PNC PARKING

Check Type: EFT Transfer

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CHECK DATE FROM 03/07/2020 - 03/13/2020

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
03/11/2020	56 (E)	56(E) 10003892	Pontiac Downtown Busines	Pontiac Downtown Business Assoc IncFebruary 2020		Open
				Total For 03/11/2020:	4,410.00	
				Total EFT Transfer:	4,410.00	
PAYR TOTAL	LS:				,	
Total of 1 Checks: Less 0 Void Checks:					4,410.00 0.00	
Total of 1 Disbursements:					4,410.00	
	:					
REPORT TO	TALS:					
Total of 108 Less 0 Void				409,964.32 0.00		
Total of 108	8 Disburseme	ents:			409,964.32	

3-20-2020 Check Register

Check Date Check

Vendor

Vendor Name

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Invoice Number

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Status

Amount

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Check Date	Check	vendor	vendor Name	INVOICE NUMBER	Allound	Status
Bank BOND	FIFTH THIR	D BOND ACCOU	UNT			
Check Type	: Paper Ch	eck				
03/20/2020	12788	10002889	50th District Court	170S17206B A 180S18267A A 13X584704A A 191573SM 10% 191573SM A 191047SD A 191432SM F 1901580M A	250.00 360.00 250.00 25.00 225.00 200.00 500.00 250.00	Open Open Open Open Open Open Open Open
03/20/2020 03/20/2020 03/20/2020 03/20/2020 03/20/2020 03/20/2020	12789 12790 12791 12792 12793 12794	BOND BOND BOND BOND BOND 00002208	ALAN WILBER CONTREARAS-ACEVEDO AMBER VAZQUEZ DEMETRIA FERRELL JIMMY SAWYER MATTHEW KANIGOWSKI OAKLAND COUNTY CLERK	180S18267A R 08B252452Z R 200208LT E 131324790M R 191611SMR 0856757SL C	140.00 88.00 697.00 162.00 2,400.00	Open Open Open Open Open Open
				Total For 03/20/2020:	15,547.00	
				Total Paper Check:	15,547.00	
	hecks:				15,547.00 0.00 15,547.00	
Check Type	e: Paper Ch	neck				
03/20/2020 03/20/2020	527254 527255	10002840 00011679	21st Century Media Newspapers, L Accident Fund Worker's Comp	LC AD#1961318 WCV60829920703-20	73.95 39,789.00	Open Open
03/20/2020	527256	10004313	ADT-Protection One Alarm Monitor	inc133031857-0320 133473267	49.95 49.95 99.90	Open Open
03/20/2020	527257	10003843	Advanced Disposal Services	V20002292751 PT0000028152 PT0000028199 PT0000028200	266,417.58 88.14 17.27 122.12 266,645.11	Open Open Open Open
03/20/2020	527258	10003879	Amazon.com LLC	IH6J-N6JP-CVMF	34.63	Open
03/20/2020	527259	00000050	AT & T	248253002603-20 248253002603-20	896.50 (505.51) 390.99	Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
03/20/2020 03/20/2020 03/20/2020	527260 527261 527262	00000050 EMP. REIMB 00001101	AT & T Beverly Hagler Blue Care Network Of SE Michigan	250472140-0320 R#81828-230522 200710075484-G286401	83.33 100.00 4,569.12	Open Open Open
03/20/2020	527263	00001103	Blue Cross Blue Shield of Michigan	7045068-0000-0420 7045068-0002-0420 7036880-0004-0420 7036880-0005-0420 7036880-0006-0420 7036880-0007-0420	20,271.02 1,917.62 11,828.93 4,717.80 173,498.13 14,275.29 226,508.79	Open Open Open Open Open Open
03/20/2020	527264	10003346	City of Auburn Hills	710005185575-0220	19,634.21	Open
03/20/2020	527265	00001244	Comcast Cablevision	110-1037575-0320 6180-0214665-0320	174.35 320.54 494.89	Open Open
03/20/2020 03/20/2020 03/20/2020 03/20/2020 03/20/2020	527266 527267 527268 527269	10004331 00013029 10004243 10003307	COMET Informatics, LLC CompOne Administrators, Inc. Creative Schools Management, LLC Dave's Electric Services, Inc. Detroit Elevator Co.	INV-13362 173777 April 2020 14817	536.25 7,760.00 26,000.00 193.25 4,002.00 16,558.00	Open Open Open Open Open Open
02/20/2020	527271	10003959	Double to Double Too	49743	20,560.00	
03/20/2020	527272	00013036	Earth to Earth, Inc. Giarmarco, Mullins & Horton, P.C.		345.00 4,860.00 195.00 21,772.46 2,880.00 30,052.46	Open Open Open Open Open Open
03/20/2020 03/20/2020 03/20/2020 03/20/2020 03/20/2020 03/20/2020	527273 527274 527275 527276 527277 527278	00001652 00013088 REFUND DEP EMP. REIMB 00002044 10003957	Honigman Miller Schwartz & Cohn LI Innovative Software Services, Inc. Lee Quince Jr. Maureen Bergman Michigan Municipal League Mona Storm - Storm Reporting		12,851.39 36,393.09 100.00 45.94 19,410.00 645.00	Open Open Open Open Open Open
03/20/2020	527279	10004048	Nation Home Improvement	0020 0013-20	1,500.00 1,500.00 3,000.00	Open Open
03/20/2020	527280	10000078	Occupational HealthCenters of MI 1	PC713150013	112.50	Open
03/20/2020	527281	10001123	OfficeTeam-A Robert Half Company	55513192 55469151 55415381 55367566	1,263.05 1,382.72 1,037.01 864.18 4,546.96	Open Open Open Open
03/20/2020	527282	00002317	Plante & Moran, PLLC	1805293 1805292	24,100.00 15,063.00	Open Open

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DB: Pontiac Check Date Check Vendor Vendor Name Invoice Number Status Amount 39,163.00 03/20/2020 527283 00001682 Ricoh USA, Inc/IKON Office Solutior5059007194-2020 2,102.69 Open 527284 41,362.50 03/20/2020 10004311 Robert W. Baird & Company Inc. 2019- Jan.to Dec. Open 527285 03/20/2020 REFUND DEP Theoplis Hale R#81832-230627 100.00 Open Total For 03/20/2020: 803,493.95 Total Paper Check: 803,493,95 CONS TOTALS: Total of 32 Checks: 803.493.95 Less 0 Void Checks: 0.00 Total of 32 Disbursements: 803,493.95 Bank COURT FIFTH THIRD-COURT OPERATING Check Type: Paper Check 00000050 248857950103 31.59 03/20/2020 8026 AT & T Open 8027 00001244 Comcast Cablevision MAR 01, 2020 104.85 Open 03/20/2020 8028 10004223 Court Innovations Incorporated TNV11599 325.00 Open 03/20/2020 379.10 8029 10000511 DATA LEGAL 25146 Open 03/20/2020 Doors of Pontiac 227.14 03/20/2020 8030 00000263 154101 Open 120.00 Open 03/20/2020 8031 10003953 Erandy Pacheco 200217SM I 191000SM I 124.25 Open 200S03528A I 123.00 Open Open 191000SM I 120.00 487.25 91.85 03/20/2020 8032 10004110 Eric Adam Nissani ·191000SM I Open 8033 10003909 Maria Fabiana Valy Gialdi 200S1526A I 84 65 Open 03/20/2020 505.30 03/20/2020 8034 10001088 Nelco Supply Co. 10100324 Open 397.60 Open 03/20/2020 8035 10002052 731717 Nye Uniform Company 370.00 732039 Open 767.60 8036 453583266001 219.95 Open 03/20/2020 00002244 OFFICE DEPOT 200S05113A I 86.80 03/20/2020 8037 10004108 Ricardo Caceres Open ROSE PEST SOLUTIONS 00002483 30860910 49.00 Open 03/20/2020 8038 03/20/2020 8039 00010900 Shred-It C/O STERICYCLE, INC 8129373158 961.33 Open

3102020

3182020

841994998

Total For 03/20/2020:

Total Paper Check:

COURT TOTALS:

03/20/2020

03/20/2020

03/20/2020

8040

8041

8042

00002579

00002849

10002889

Slade's Printing Company

50th District Court

Thomson West

Total of 17 Checks: Less 0 Void Checks: 7,018.41

475.00

532.00

1,690.00

7,018.41

7,018.41

Open

Open

Open

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Check Date Check

Vendor

Vendor Name

Invoice Number

Amount

Status 7,018.41 Total of 17 Disbursements: REPORT TOTALS: Total of 56 Checks: Less 0 Void Checks: 826,059.36 0.00 826,059.36 Total of 56 Disbursements:

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND	FIFTH THI	RD BOND ACCOU	JNT			
Check Type	e: Paper C	heck				
03/27/2020 03/27/2020 03/27/2020 03/27/2020	12795 12796 12797 12798	BOND 00002208 BOND BOND	ISAAC WILLINGHAM OAKLAND COUNTY CLERK UNITED STATES POSTAL SERVICE WILLIAM DAVID PAYNE	1771216SD R 1874132FY C 1160165SLR 160S29425A R	104.00 1,200.00 100.00 102.58	Open Open Open Open
			•	Total For 03/27/2020:	1,506.58	
				Total Paper Check:	1,506.58	
BOND TOTAL	LS:					
Total of 4 (Less 0 Void					1,506.58 0.00	
Total of 4 I	Disbursement	s:			1,506.58	
Bank CONS	CONSOLIDA	TED				
Check Type	e: EFT Tra	nsfer				
03/23/2020	705(E)	10004301	PNC Bank	1549374-44564 VPVT3GPP64558CCR6 480-5058855 Trans#533753 203847	68.94 61.14 44.87 16.95 59.00 250.90	Open Open Open Open Open
				Total For 03/23/2020:	250.90	
				Total EFT Transfer:	250.90	
Check Type	e: Paper C	heck				
03/24/2020 03/24/2020 03/24/2020	527286 527287 527288	00000402 00000402 00000402	Internal Revenue Service Internal Revenue Service Internal Revenue Service	OMB no. 1545-1772 OMB#1545-1772 5307 OOMB#1545-1798- Total For 03/24/2020:	2,500.00 3,000.00 600.00 6,100.00	Open Open Open
03/27/2020	527289	. 00000918	Acme Sewer Cleaning	3-13-20	550.00	Open
				3-19-20	325.00 875.00	Open
03/27/2020	527290	10004326	Amy M. Hopp	20-03-11 AM 20-03-18 AM	240.00 200.00 440.00	Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
03/27/2020	527291	00000050	AT & T	8310007501007-0320 8310007527298-0320	1,294.01 221.00	Open Open
					1,515.01	
03/27/2020	527292	00000050	AT & T	287269014755x31720	1,075.51	Open
03/27/2020	527293	10004207	Belem Morales Law Office	20-03-16 AM 20-03-17 PM	300.00 300.00 600.00	Open Open
03/27/2020	527294	10003781	Bruce E. Crossman	20-03-12BAM 20-03-16 AM	240.00 300.00 540.00	Open Open
03/27/2020	527295	00010597	Charesa D. Johnson	20-02-10 20-0166-SD 20-02-20 190925SM 20-02-26 1907970M 20-03-06 191319SM 20-03-06 191395SM 20-03-06 200173SM 20-03-09 AM 2020-02-11 19-1284SM	75.00 80.00 60.00 13.60 13.60 240.00 13.60	Open Open Open Open Open Open Open Open
03/27/2020	527296	00001244	Comcast Cablevision	825-0946958-0320 47450-0862478-0320	322.84 125.79 448.63	Open Open
03/27/2020	527297	00000206	Consumers Energy	10-95261074-0320 52-96422630-0320 70-96511412-0320 110-98711686-0320 216-97012165-0320 216-97012719-0320 350-96873280-0320 825-97397342-0320 990-96288609-0320 47450-96189951-0320	14.00 630.87 1,439.66 2,473.52 124.53 54.08 25.54 4,140.20 721.31 3,110.35	Open Open Open Open Open Open Open Open
03/27/2020	527298	10004348	Cory Westmoreland	. 20-02-11 20057SM 20-02-18 20016ST 20-02-19 200169OM 20-02-20 20158SM 20-03-09 am 20-03-16 AM	75.00 40.00 40.00 40.00 240.00 240.00 300.00	Open Open Open Open Open Open
03/27/2020 03/27/2020 03/27/2020	527299 . 527300 527301	10003084 10004309 10004332	Curbco, Inc. Dover & Company, LLC Edith Blakney Law Firm, PLLC	51996 16366 20-03-12 AM	10,246.53 504.64 240.00	Open Open Open

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Check Date Check Vendor Vendor Name Invoice Number Amount Status 03/27/2020 527302 10004306 Erika D. Morgan Law, PLLC 20-03-12 All Day 480.00 Open 20-03-13 AM 240.00 Open 720.00 03/27/2020 527303 10004308 Forster Vine Rochester Auto Wash 75.00 Open 03/27/2020 527304 00000436 Gracey Law Firm, PLLC 20-03-10 AM 240.00 Open 20-03-16 pm 300.00 Open 540.00 03/27/2020 527305 10000009 Great Lakes Auto Superstore LLC April 2020 5,833.33 Open Feb 2020 pd Apr20 885.09 Open 6,718.42 03/27/2020 527306 00001591 Guardian Alarm Company of Michigan 20815947 140.96 Open 03/27/2020 527307 10003261 Hillarie F. Boettger, PLLC 20-02-06 181493440M 88.00 Open 20-02-24 200066SM 430.00 Open 20-02-24 200217SM 16.00 Open 20-02-24 200219SM 16.00 Open 20-02-27 191017SM 75.00 Open 20-03-04 1910730M 8.00 Open 633.00 527308 1025515 16.60 03/27/2020 00001649 Home Depot/Comm. Credit Open 25038 38.08 Open 8024062 30.86 Open 8025372 43.91 Open 8025371 67.87 Open 197.32 Idumesaro Law Firm, PLLC 20-02-25 191653SM 8.00 03/27/2020 527309 10004337 Open 20-02-27 1919350M 75.00 Open 20-02-28 2001700M 26.40 Open 20-02-26 200008SM 206.40 Open 20-03-02 200230SM 24.00 Open 20-03-04 AM 240.00 Open 20-03-10 PM 240.00 Open 20-03-10 191552SM 75.00 Open 894.80 03/27/2020 527310 00012982 Insight Public Sector, Inc. 1030022526-Feb.2020 25,750.00 Open 901185816 (166.00)Open 25,584.00 03/27/2020 527311 10003866 K and Q Law, PC 20-03-11 AM 240.00 Open 03/27/2020 527312 10000754 Kerr Pump and Supply, Inc. 199511 1,263.00 Open Larry A. Kosofsky 03/27/2020 527313 EMP. REIMB R#023642 55.00 Open 792363633161 03/27/2020 527314 EMP. REIMB Larry Robinson 97.30 Open 03/27/2020 527315 10003942 Law Office of D Ann Parker, PC 20-01-23 191770M 75.00 Open 03/27/2020 527316 10004388 Law Office of Christophen R Shemke 20-03-05 AM 240.00 Open 20-03-10 PM 240.00 Open 480.00

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
03/27/2020	527317	10002474	Law offices of Moneka L. Sanford I	PI20-02-13 20-0063-SM 20-03-17 AM	240.00	Open Open
03/27/2020	, 527318 .	10003741	Law Offices of Nadine R.Hatten, PLI		540.00 240.00	Open
03/21/2020	327310 .	10005741	naw offices of Madine Kinacten, in	100 03 04 IN	240.00	open
03/27/2020	527319	00012690	Law Offices of Paulette Michel, Pl	L120-03-09 PM 20-03-10 191541SM	240.00 360.00 600.00	Open Open
03/27/2020	527320	REFUND DEP	Lillie Burton	R#79930-213543	12,508.00	Open
03/27/2020	527321	00010223	Lisa C Watkins Law Office	20-02-25 1364216SD 20-02-25 1364216SD-1 20-03-10 AM	120.00 75.00 240.00 435.00	Open Open Open
03/27/2020 03/27/2020 03/27/2020	527322 527323 527324	10004366 00002024 10003957	MGM Legal, PLLC Michigan Dept. of Transportation Mona Storm - Storm Reporting	20-03-02 181473960M MDOT 3-4-20 March 23, 2020	80.00 264,914.79 475.00	Open Open Open
03/27/2020	527325	10001088	Nelco Supply Co.	10100146 10100082 10100074 10100111 10100293 10099715 10099873	29.40 343.20 46.80 136.12 73.20 296.20 19.70	Open Open Open Open Open Open Open
03/27/2020	527326	10004421	NES Plumbing	6956172	750.00	Open
				6948490	785.00 1,535.00	Open
03/27/2020 03/27/2020 03/27/2020 03/27/2020 03/27/2020	527327 527328 527329 527330 527331	10000449 00010232 10004426 00012982 00012982	Nichols Heating & Cooling Oscar W. Larson Company Pauline J. Woll PCM Sales Inc PCM Sales Inc	42109 SRVCE000000726810 20-03-11 FULL DAY 901154467 900921259	178.00 250.00 480.00 12,275.00 166.00	Open Open Open Open Open
03/27/2020	527332	00013067	Scott C. Kozak, Attorney at Law	20-02-20 200092SM 20-03-17 AM	120.00 300.00 420.00	Open Open
03/27/2020	527333	00013050	Stacy A. Drouillard	20-02-17 161432600M 20-02-19 200134 20-02-25 200180SM 20-02-25 200183SM 20-02-28 1904390M 20-03-09 AM	16.00 9.60 32.00 16.00 75.00 240.00	Open Open Open Open Open Open
03/27/2020	527334	00012256	Staples Business Advantage	8057430692-438934624	75.31	Open
03/27/2020	527335	00010664	Truck & Trailer Specialties, Inc.	HS0007091	219.00	Open

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Check Date . Check Vendor Vendor Name Invoice Number Amount Status HSO005685 115.92 Open 334.92 03/27/2020 527336 00013076 Turner Sanitation A-49662 345.00 Open 527337 03/27/2020 00000851 Wade-Trim/Associates 2017119 140,975.00 Open 2017437 140,975.00 Open 281,950.00 527338 00002832 03/27/2020 Waterford A Charter Township March 16, 2020 1,978,236.42 Open 20-03-10 191596SM 03/27/2020 527339 10004330 Wilkerson Law, PLLC 160.00 Open 03/27/2020 527340 00002895 20190211-00 Young Supply Co. 39.60 Open 20190427-00 24.00 Open 63.60 03/27/2020 527341 REFUND DEP Zola M. Foster R#81796-808&814 500.00 Open 2,626,272.84 Total For 03/27/2020: Total Paper Check: 2,632,372.84 CONS TOTALS: Total of 57 Checks: 2,632,623.74 Less 0 Void Checks: 0.00 Total of 57 Disbursements: 2,632,623.74 Bank COURT FIFTH THIRD-COURT OPERATING Check Type: Paper Check 03/27/2020 8043 10002889 50th District Court 03262020 255.58 Open 03/27/2020 8044 10000511 DATA LEGAL 25241 517.64 Open 25282 102.09 Open 619.73 8045 10004065 LEXISNEXIS RISK SOLUTIONS 1532762-20200229 217.34 03/27/2020 Open 8046 00012362 STAPLES CREDIT PLAN 3,102.18 03/27/2020 2450914181 Open 10003234 016893 RENEWAL 125.00 03/27/2020 8047 STATE OF MICHIGAN - ICC Open Total For 03/27/2020: 4,319.83 4,319.83 Total Paper Check: COURT TOTALS: Total of 5 Checks: 4,319.83 Less 0 Void Checks: 0.00 4,319.83 Total of 5 Disbursements:

REPORT TOTALS:

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Check Date Check	Vendor	Vendor Name	Invoice Number	Amount Status
Total of 66 Checks: Less 0 Void Checks:				2,638,450.15 0.00
Total of 66 Disbursemen	ts:			2,638,450.15

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank CONS	CONSOLIDATE	ED .				
Check Type	: EFT Trans	sfer				
03/30/2020 04/03/2020 04/03/2020	706(E) 707(E) 708(E)	10003750 10004293 00012870	WMHIP-W Michigan Health 8890 North Bay Drywall, Inc US Bank National Association	April 2020 April 2020 Electric 2007C Bond 4-23-20 Total EFT Transfer:	30,980.75 4,374.00 1,874,181.26 1,909,536.01	Open Open Open
Check Type	: Paper Che	eck				
04/03/2020	527342	00000050	AT & T	8310005335294-0320 8310005335298-0320	2,231.30 1,738.88 3,970.18	Open Open
04/03/2020 04/03/2020 04/03/2020 04/03/2020 04/03/2020 04/03/2020 04/03/2020 04/03/2020 04/03/2020 04/03/2020 04/03/2020 04/03/2020 04/03/2020 04/03/2020 04/03/2020	527343 527344 527345 527346 527347 527348 527350 527351 527352 527353 527354 527355 527356 527357	JUROR JUROR REFUND TAX REFUND TAX 00001244 00000206 REFUND TAX JUROR 100030084 REFUND TAX 10000127 REFUND TAX 10000127 REFUND TAX REFUND TAX 10004397	Black, Lisa Briton, Thomas Bruce Kat Clark, Michael Comcast Cablevision Consumers Energy Corelogic Cosby-Beatty, Maikia Curbco, Inc. Dawson, Jeffrey Paul Dekama real Estate & MGMT Delta Dental of Michigan Denise Pedroza Dockson Corporation Empyrean Benefit Solutions, Inc. Fidelity Security Life Insurance	Black,L 0302 Briton,T. 0320 14-20-355-023-40220 14-21-209-008-40220 52-0812853-0420 6180-96321407-0320 14-09-479-023-40220 Cosby-Beatty,M 0320 52372 14-08-452-031-040220 RIS0002724020 14-09-476-031-40220 14-09-476-031-40220 SINV10009490 SINV10009735	61.20 61.20 17.00 70.21 285.17 297.02 108.04 61.20 29,124.18 68.79 227.06 549.92 108.70 50.84 6,099.50 6,110.50	Open Open Open Open Open Open Open Open
				164280563	436.88 744.01	Open
04/03/2020 04/03/2020 04/03/2020 04/03/2020 04/03/2020	527359 527360 527361 527362 527363	JUROR JUROR 10004424 JUROR 10004398	Foster, Shanique Franklin, Trinidy Frederick Pruitt Fugate. Jessica Gary Ashton	Foster,S 0320 Franklin,T. 0320 0321202025 Fugate,J. 0320 03212020220	61.20 61.20 56.25 61.20 50.00	Open Open Open Open Open
04/03/2020	527364	00013036	Giarmarco, Mullins & Horton, P.C.	93194-0016B-102 93194-016B-103 93194-067B-13 93194-0057B-66 93194-070B-9 93194-023B-83 93194-032B-91 93194-069B-9	27,049.46 18,330.00 825.00 17,186.00 3,240.00 495.00 245.00 450.00 1,200.00	Open Open Open Open Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
***************************************				93194-068B-4	2,550.00	Open
					71,570.46	
04/03/2020	527365	10004182	Great Lakes Power & Lighting, Inc	20085 20086	2,897.50 1,072.00	Open Open
				20087 20088	759.86 426.37	Open Open
				20089 20090 20091	1,464.00 1,094.85 925.71	Open Open Open
				20092 20093	1,546.37 528.00	Open Open
				20094 20095 20096	2,017.26 3,981.43 2,328.26	Open Open Open
				20097 20098 20099	2,210.63 757.58 583.74	Open Open Open
				20100 20101	565.10 1,100.22	Open Open
					24,258.88	
04/03/2020 04/03/2020 04/03/2020	527366 527367 527368	10003904 JUROR JUROR	GreatLakes ContractingSolutions,LI Harper, Juanita Harris, Dionne	.018-37-14 Harper, J. 0302 Harris,D 0320	25,981.83 61.20 61.20	Open Open Open
04/03/2020 04/03/2020 04/03/2020	527369 527370	REFUND TAX JUROR	HBI Title Services, INC Hopkins, Jordon	14-15-104-033-40220 Hopkins, J. 0320	5.14 61.20	Open Open
04/03/2020 04/03/2020 04/03/2020	527371 527372 527373	JUROR 00013088 REFUND TAX	Ikeler, Amy Innovative Software Services, Inc Kimpson, Bobbie G	Ikeler, A. 0320 2260 14-21-206-001-40220	61.20 41,746.12 65.19	Open Open Open
04/03/2020 04/03/2020 04/03/2020 04/03/2020	527374 527375 527376	10004400 REFUND TAX 00010549	Lucetry Dalton Martinez, Marcelino Mutual of Omaha Insurance Company	0321202019 14-20-477-019-40220	50.00 64.33 7,378.59	Open Open Open
04/03/2020	527377	10001088	Nelco Supply Co.	10100080 10100083	6.28 209.60	Open Open
				10100147 10099874	116.20 26.40 358.48	Open Open
04/03/2020 04/03/2020	527378 527379	10000078 00013333	Occupational HealthCenters of MI : Office Management & Consulting	PC713160079 17306	112.50 1,500.00	Open Open
04/03/2020 04/03/2020 04/03/2020	527380 527381	REFUND TAX JUROR	Oressket, Dwayne Randall, Dequion	14-21-381-008-40220 Randall, D. 0320	60.14 61.20	Open Open
04/03/2020 04/03/2020	527382 527383	JUROR JUROR	Richardson, Patrick Santiago, Noel Schultz, Teri	Richardson, P. 0320 Santiago, N 0320 Schultz, T 0320	61.20 61.20 38.30	Open Open
04/03/2020	527384	JUROR	Schultz, Teri	Schultz, T U320	36.30	Open
04/03/2020	527385	10004173	Seasonal Property Maintenance LLC	1928 1930 1931	17,500.00 355.00 825.00	Open Open
				1931 1932 1934	375.00 375.00	Open Open Open
				1935 1936	75.00 185.00	Open Open
				1937 1938 1939	150.00 23.13 46.25	Open Open Open

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Vendor Name

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Amount Status

oneon bass			remade mame	Invoice name:		Deacas
				1940	23.13	Open
				1941	23.13	Open
				1942	46.25	Open
				1943	355.00	Open
				1944	575.00	Open
				1945	355.00	Open
				1946	575.00	Open
				1947	100.00	Open
				1948	355.00	Open
				1949	370.00	Open
				1950	160.00	
						Open
				1951	50.00	Open
				1952	160.00	Open
				1953	160.00	Open
				1954	200.00	Open
				1955	130.00	Open
				1956	130.00	Open
				1957	200.00	Open
				1958	130.00	Open
				1959	130.00	Open
				1960	200.00	Open
				1961	160.00	Open
				1962	320.00	Open
				1963	130.00	
				1964	320.00	Open
				1965		Open
					130.00	Open
				1966	320.00	Open
				1967	320.00	Open
				1968	200.00	Open
				1969	160.00	Open
				1970	100.00	Open
				1971	50.00	Open
				1972	320.00	Open
				1973	130.00	Open
				1974	200.00	Open
				1975	130.00	Open
				1976	200.00	Open
				1977	320.00	Open
				1978	130.00	Open
				1979	320.00	Open
				1980	320.00	
						Open
				1981	320.00	Open
				1982	200.00	Open
				1983	200.00	Open
					29,336.89	
04/03/2020	527386	10004173	VOID		V	Open
04/03/2020	527387	00012256	Staples Business Advantage	8057762907-441758466	38.92	Open
				8057762907-441758468	57.74	Open
				8057762907-441758469	21.84	Open
				8057762907-441758470	35.85	Open
					154.35	-
04/03/2020	527388	JUROR	Stophone Anthony	Stophone & 0320	61.20	Onon
			Stephens, Anthony	Stephens, A. 0320		Open
04/03/2020	527389.	JUROR	Swartz, Devon	Swartz, D. 0320	61.20	Open
04/03/2020	527390	JUROR	Thomas, Leah	Thomas, L. 0320	38.30	Open
04/03/2020	527391	REFUND TAX	Transact Connect LLC	13-36-283-017-40220	14.23	Open
04/03/2020	527392	JUROR	Travis, Heather	Travis, H. 0320	61.20	Open
04/03/2020	527393	REFUND TAX	Turner, Talisha	14-21-329-001-40220	7.21	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
04/03/2020 04/03/2020 04/03/2020	527394 527395 527396	JUROR 10003990 JUROR	Walker, Wedny Willie G. Wesley III Wynder, Charlotte	Walker,W. 0320 #00009 Wynder, C. 0320	61.20 3,500.00 61.20	Open Open Open
				Total Paper Check:	255,279.91	
COME MOMAI						
CONS TOTAL	LS:					
Total of 58 Less 1 Void					2,164,815.92 0.00	
Total of 57	Disbursement	ts:			2,164,815.92	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank CONS	CONSOLIDA	TED				
Check Type	e: Paper C	heck				
04/09/2020 04/09/2020 04/09/2020	527397 527398 527399	10004066 10003843 10003919	Action Traffic Maintenance, Inc. Advanced Disposal Services Brittany Anne Costello	1242955 PT0000028243 20-03-13 PM	7,931.50 67.94 240.00	Open Open Open
04/09/2020	527400	00010597	Charesa D. Johnson	20-02-10 1909650M 20-02-11 1872592SD	16.00 75.00 91.00	Open Open
04/09/2020	527401	00001244	Comcast Cablevision	52-1022718-0420 990-878763-0420	261.32 355.63 616.95	Open Open
04/09/2020	527402	00013029	CompOne Administrators, Inc.	173877	17,432.09	Open
04/09/2020	527403	10004348	Cory Westmoreland	20-03-04 1911770M 20-03-04 181474890M 20-03-12 2002000M	40.00 40.00 75.00 155.00	Open Open Open
04/09/2020	527404	10003307	Dave's Electric Services, Inc.	14831	617.75	Open
04/09/2020	527405	00000247	DTE Energy	60-910040233652-0320 910040679979-0320	10,361.44 79,717.86 90,079.30	Open Open
04/09/2020	527406	00000247	DTE Energy	52-7080527-0320 70-4941404-0320 216-7484267-0320 435-7849547-0320 440-2777841-0320 786-2776558-0320 827-5543457-0320 827-7082417-0320 990-7078596-0320 6180-5436439-0320 6180-5436464-0320	570.97 2,408.32 48.86 65.78 33.27 26.05 91.46 1,204.15 577.99 367.14 648.94	Open Open Open Open Open Open Open Open
04/09/2020	527407	10004332	Edith Blakney Law Firm, PLLC	20-03-05 200256SM 20-03-05 200270SM 20-03-06 200269SM	75.00 80.00 40.00 195.00	Open Open Open
04/09/2020	527408	00000436	Gracey Law Firm, PLLC	20-03-10 190111SM 20-03-10 19-0111SM	106.40 75.00 181.40	Open Open
04/09/2020	527409	10004182	Great Lakes Power & Lighting, Inc	20056	5,505.87	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				20057	6,871.98 12,377.85	Open
04/09/2020 04/09/2020	527410 527411	00001591 10004422	Guardian Alarm Company of Michigan Health Care Cost Management	0 20660412 LF 0004	29.10 79.60	Open Open
04/09/2020	527412 -	10003261	Hillarie F. Boettger, PLLC	20-02-22 200400M 20-03-11 2001190M	75.00 232.00 307.00	Open Open
04/09/2020	527413	10004337	Idumesaro Law Firm, PLLC	20-03-06 191659sM 20-03-10 19-1552sM 20-03-10 19-200113sM	75.00 360.00 376.00 811.00	Open Open Open
04/09/2020	527414	00013185	Kristel Group, Inc.	7744 7746 7745 7747 7749	3,966.75 574.25 1,393.00 4,675.00 4,465.00 15,074.00	Open Open Open Open Open
04/09/2020	527415	10003942	Law Office of D Ann Parker, PC	20-02-26 1919770M 20-02-26 181488510M	200.00 120.00 320.00	Open Open
04/09/2020	527416	10004388	Law Office of Christophen R Shemke	20-01-16 1772379sm 20-01-30 191330SD 20-01-30 191613SM 20-03-05 191614SM 20-03-05 200178SM 20-03-05 1364174SM	20.00 100.00 180.00 180.00 180.00 80.00	Open Open Open Open Open Open
04/09/2020	527417	10004366	MGM Legal, PLLC	20-02-24 181473960M	80.00	Open
04/09/2020	527418	10001088	Nelco Supply Co.	10100544 10100545 10100583 10100830 10100831 10100861 10100894 10100895 10100896	101.40 79.70 86.39 125.80 118.40 29.50 137.50 113.50 59.00 124.20	Open Open Open Open Open Open Open Open
04/09/2020	527419	00000598	Oakland County	SHF0006027OT SHF0006027	91,682.38 1,023,078.45 1,114,760.83	Open Open
04/09/2020	527420	10001111	R. J. Hoffman Mgmt. Inc.	101336	1,800.00	Open

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Check Date Check Vendor Vendor Name Invoice Number Amount Status 248.74 04/09/2020 527421 10003769 Service Heating & Plumbing Corp 2002046 Open 2003001 321.43 Open 570.17 527422 00013050 20-03-02 2000000M 24.00 Open 04/09/2020 Stacy A. Drouillard 20-03-06 181474360M 20.00 Open 20-03-16 200169OT 187.00 Open 231.00 8057845336-442394237 04/09/2020 527423 00012256 Staples Business Advantage 47.40 Open 41.87 8057845336-442394238 Open 8057845336-44294239 14.64 Open 8057845336-442394240 5.99 Open 109.90 04/09/2020 527424 10004140 Techniserve Inc. 39723 530.00 Open 00013076 Turner Sanitation A-49758 90.00 04/09/2020 527425 Open 140.975.00 527426 00000851 Wade-Trim/Associates 2017710 Open 04/09/2020 527427 10003813 Water Resource Commissioner 69413-00-0320 216.00 Open 04/09/2020 47450-81007-00-0320 1,303.62 Open 83.85 10-80898-00-0320 Open 70-81023-00-0320 43.20 Open 70-81022-00-0320 826.72 Open 1,355.25 110-81011-00-0320 Open 216-80908-00-0320 108.01 Open 440-80918-08-0320 345.60 Open 1,960.88 825-80806-02-0320 Open 345.60 Open 990-78699-00-0320 6,588.73 1,420,100.43 Total Paper Check:

CONS TOTALS:

Total of 31 Checks:

Less 0 Void Checks:

0.00

Total of 31 Disbursements:

1,420,100.43

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank CONS	CONSOLIDA	red				
Check Type	e: Paper Cl	heck				
04/17/2020	527428	10002840	21st Century Media Newspapers, LLG	C AD#1971265 AD#1971225 AD#1976367	258.50 417.50 232.00 908.00	Open Open Open
04/17/2020	527429	00000011	Adlers Towing Service, Inc.	H01989 H02463	300.00 375.00 675.00	Open Open
04/17/2020	527430	10001957	Ajax Materials Corporation	246830 246853 246850 246851 246604 246712 246753 246905 246907	313.50 1,069.20 610.50 2,846.80 1,313.40 1,342.00 1,387.10 224.40 3,949.00	Open Open Open Open Open Open Open Open
04/17/2020 04/17/2020 04/17/2020 04/17/2020 04/17/2020 04/17/2020 04/17/2020	527431 527432 527433 527434 527435 527436 527437	10004050 00000050 00000050 10003274 00001074 10003936 00001101	Alfred Benesch & Company AT & T AT & T AT & T Long Distance Bedrock Express Belle Tire Distributors, Inc. Blue Care Network Of SE Michigan	146608 80025874118-0420 248253002604-20 821555420-040420 101005 34809976 200980069527	24,544.82 1,703.70 654.00 20.97 569.80 521.00 2,080.49	Open Open Open Open Open Open Open
04/17/2020	527438	00001103	Blue Cross Blue Shield of Michiga	n 60418-600-0520 60418-601-0520 60418-602-0520 60418-604-0520 60418-605-0520	61,189.08 13,497.12 41,937.48 4,128.45 9,684.00	Open Open Open Open Open
04/17/2020	527439	00001103	Blue Cross Blue Shield of Michigan	n 7036880-0004-0520 7036880-0005-0520 7036880-0006-0520 7036880-0007-0520 7045068-0000-0520 7045068-0002-0520	11,828.93 5,737.86 170,368.98 14,275.29 15,311.67 1,917.62 219,440.35	Open Open Open Open Open Open
04/17/2020 04/17/2020 04/17/2020 04/17/2020 04/17/2020	527440 527441 527442 527443 527444	00001156 00001039 10003346 10003968 00001244	C&S Motors, Inc. Cadillac Asphalt Products City of Auburn Hills City of Rochester Hills Comcast Cablevision	FS83024 Pay Est.#8 Job#K180 710000518575-0320 WorkCode# 7 990-1024326-0420	7,134.39 5,472.00 19,634.21 496.85 260.90	Open Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
04/17/2020	527445	00000206	Consumers Energy	10-95261074-0420 52-96422630-0420 70-96511412-0420 110-98711686-0420 216-97012165-0420 350-96873280-0420 825-97397342-0420 990-96288609-0420 47450-96189951-0420	14.00 414.55 1,162.70 1,429.13 84.57 23.92 3,062.60 483.78 2,179.30 8,854.55	Open Open Open Open Open Open Open Open
04/17/2020 04/17/2020	527446 527447	10003084 10003307	Curbco, Inc. Dave's Electric Services, Inc.	52238 14790	30,062.11 207.50	Open Open
04/17/2020	527448	00001353	Detroit Elevator Co.	186682 186684	184.00 185.00 369.00	Open Open
04/17/2020 04/17/2020	527449 527450	00010679 . 10004309	DLZ Michigan, Inc -Johnson&Anderso Dover & Company, LLC	or142193 16585	411.00 770.00	Open Open
04/17/2020	527451	00000279	Eastman Fire Protection Company Ll	LC1900860453 1900860454 1900860455 1900860456 1900860457 1900860458	298.40 85.03 141.03 48.31 120.97 221.53 31.60 946.87	Open Open Open Open Open Open Open
04/17/2020 04/17/2020	527452 527453	00000002 00000357	Elite Fire Safety, Inc. Golling Buick GMC Inc.	MS2645 225465	8,540.00 24.52	Open Open
04/17/2020	527454	10004182	Great Lakes Power & Lighting, Inc	20137 20138	1,461.24 651.39 2,112.63	Open Open
04/17/2020	527455	10004085	Harlan Electric Company	1110518	380.40	Open
04/17/2020	527456	00001649	Home Depot/Comm. Credit	3022120 6033865 8021781	129.29 13.88 49.98	Open Open Open
04/17/2020	527457	10004415	Integrity Testing & Safety Adminis	st27795	102.00	Open
04/17/2020	527458	10000960	Iron Mountain Incorporated	CNHM397 202109761 CNHM382 CNHM386	313.57 319.90 293.08 224.93	Open Open Open Open
04/17/2020	527459	10004048	Nation Home Improvement	#0004 #0005	750.00 1,250.00 2,000.00	Open Open
04/17/2020 04/17/2020	527460 527461	00000598 00002217	Oakland County Health Division Oakland County Legal News	L#SFE3963235888 1710821	402.00 120.20	Open Open

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756.61

User: JPETERS DB: Pontiac

Vendor Name Check Date Check Vendor Invoice Number Status Amount 527462 10001573 04/17/2020 Oakland Schools GR20013115913 1,180.39 Open 04/17/2020 527463 10004333 Pipeline Management Company, Inc. 2020-012 9,171.00 Open 42,364.50 2020-019 Open 2020-024 30,073.63 Open 81,609.13 04/17/2020 527464 00010593 95465127 Praxair Distribution, Inc. 53.86 Open 04/17/2020 527465 10001111 R. J. Hoffman Mgmt. Inc. 101179 1,595.00 Open 101323 200.00 Open 101393 18,000.00 Open 101395 3,975.00 Open 23,770.00 04/17/2020 527466 10003769 Service Heating & Plumbing Corp 1912020 3,362.06 Open 2001004 329.00 Open 3.691.06 04/17/2020 527467 00012256 Staples Business Advantage 8057932846-443116286 1,498.56 Open 8057932846-443116287 212.67 Open 8057932846-443116288 616.37 Open 13.19 8057994734-443641640 « Open 2,340,79 100.00 04/17/2020 527468 00000773 State of Michigan-Dept. License&RecCasherCode:100401-20 Open Camp Site License Ap 100.00 Open CD630401004-4-2020 100.00 Open SD630401005-4-2020 100.00 Open 400.00 04/17/2020 527469 00002682 TestAmerica Laboratories, Inc. 190000487 16,968.00 Open Total Paper Check: 614,269.15 CONS TOTALS: 614,269.15 Total of 42 Checks: Less 0 Void Checks: 0.00 614,269.15 Total of 42 Disbursements: Bank COURT FIFTH THIRD-COURT OPERATING Check Type: Paper Check 8048 10002889 50th District Court 32720 630.00 Open 04/16/2020 04/16/2020 8049 00001244 Comcast Cablevision APR 01, 2020 104.85 Open 04/16/2020 8050 10004223 Court Innovations Incorporated 12080 325.00 Open 25344 102.09 Open 04/16/2020 8051 10000511 DATA LEGAL 25314 523.53 Open 25373 130.99 Open

Check

Total of 57 Disbursements:

Vendor

Vendor Name

CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 04/11/2020 - 04/17/2020

Invoice Number

Page: 4/4

Status

Amount

620,916.66

User: JPETERS
DB: Pontiac

Check Date

04/16/2020 8052 00001353 Detroit Elevator Co. 186683 285.00 Open 04/16/2020 8053 00001649 Home Depot/Comm. Credit 506551 65.62 Open 04/16/2020 10000960 Iron Mountain Incorporated 619.21 8054 CNHX559 Open 04/16/2020 8055 10004065 LEXISNEXIS RISK SOLUTIONS 1532762-20200331 213.84 Open 04/16/2020 8056 10003909 Maria Fabiana Valy Gialdi 200412FY I 70.00 Open 04/16/2020 8057 10001088 Nelco Supply Co. 10101441 474.00 Open 04/16/2020 8058 00002244 OFFICE DEPOT 461164861001 75.19 Open 04/16/2020 8059 00000641 Pitney Bowes - PURCHASE POWER 8000909006502145 1.020.99 Open 04/16/2020 8060 00010900 Shred-It. C/O STERICYCLE, INC 8129576658 227.20 Open 04/16/2020 8061 00002579 Slade's Printing Company 04012020 1,400.00 Open 6,267.51 Total Paper Check: COURT TOTALS: Total of 14 Checks: 6,267.51 Less 0 Void Checks: 0.00 Total of 14 Disbursements: 6,267.51 Bank PAYR PNC PARKING Check Type: EFT Transfer 04/15/2020 57(E) 10003892 Pontiac Downtown Business Assoc IncMarch 2020 380.00 Open 380.00 Total EFT Transfer: PAYR TOTALS: Total of 1 Checks: 380.00 Less 0 Void Checks: 0.00 Total of 1 Disbursements: 380.00 REPORT TOTALS: Total of 57 Checks: . 620,916.66 Less 0 Void Checks: 0.00

#13 Monthly Report



CITY OF PONTIAC FINANCE DEPARTMENT HUMAN RESOURCES DIVISION

47450 Woodward Avenue Pontiac, Michigan 48342

TO:

Honorable Mayor, Council President, and City Council Members

FROM:

Kiearha Davidson, Human Resources

THRU:

Office of Deputy Mayor, Jane Bais-DiSessa

DATE:

April 29, 2020

RE:

April Staff Changes Report

Staff numbers

For the check date of April 23, 2020, the human resources division ran payroll checks for 93 staff employees and elected officials.

Staff changes

Regrettably as a result of the coronavirus pandemic, there have been several staff changes during the month of April that resulted in quarantines, layoffs, and temporary shutdown of non-essential operations.

- Number of layoffs by department
 - o Nine (9) at the Pontiac Youth Recreation & Enrichment Center
 - o One (1) staff member in treasury
 - o Four (4) at the 50th District Court
- There was one (1) COVID-19 related military leave in the Clerk's office
- There were no new hires in the month of April
- There were two (2) resignations in DPW

Quarantined employee records are medical, and considered confidential. However, a total of nine employees were quarantined during the month of April as a result of a COVID-19 diagnosis or as a result of the Oakland County Health Departments Emergency Order (2020-5 and 2020-7) criteria. One employee remains guarantined at this time.

DPW, Building Safety, Treasury, and Code Enforcement departments have staff reporting to the office daily for essential operations. Where permissible and in cooperation with IT, all other divisions are performing essential work remotely, reporting to the office only to perform essential duties that may not be completed while remote.

The city continues to screen employees for the overall health and safety of the workforce and in compliance with Oakland County Health Departments Emergency Order (2020-5 and 2020-7), FOR CONTROL OF PANDEMIC. Daily screenings are required for employees reporting onsite, working outside where contact with the public is probable or may not be prevented, or have access to city buildings even if not accessed daily.

#15 COMMUNICATION FROM THE MAYOR



EXECUTIVE OFFICE CITY OF PONTIAC

47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009

Mayor Deirdre Waterman

TO:

HONORABLE COUNCIL PRESIDENT WILLIAMS AND CITY COUNCIL MEMBERS

FROM:

JANE BAIS DISESSA, DEPUTY MAYOR

CC:

MAYOR WATERMAN; AND ANTHONY CHUBB, CITY ATTORNEY;

SUBJECT:

MAYORAL PROCLAMATION - MAY 2020, MENTAL HEALTH AWARENESS MONTH.

DATE:

APRIL 29, 2020

Please be informed that as requested by Oakland County Community Health Network, Mayor Waterman has proclaimed the month of May 2020, as Mental Health Awareness month.

A copy of this proclamation is attached for your information and use. Let me know if any questions arise.

JBD

Attachment



Mental Health Awareness Month - May 2020

Whereas, mental health is important for our individual well-being and vitality, as well as that

of our families, communities and businesses and

Whereas, at least 8.4 million Americans provide care to an adult with an emotional or mental

illness; and

Whereas, 17% of youth (6-17 years) experience a mental health disorder that, if untreated,

can lead to school failure, physical illness, substance use, jail and even suicide; and

Whereas, May 7th has been designated the National Children's Mental Health Awareness Day;

and

Whereas, one in eight of all visits to U.S. emergency departments are related to mental health

and substance use disorders: and

Whereas, mental illness is biologically based brain disorder that cannot be overcome through

"will power" and is not related to a defect in a person's "character" or intelligence;

and

Whereas, mental health recovery is as journey of healing and transformation, enabling

people with a mental illness to live in a community of his or her choice while striving

to achieve his or her full potential; and

Whereas, mental health recovery not only benefits individuals with mental health disorders

by focusing on their abilities to live, work, learn and fully participate and contribute

to our society, but also enriches the culture of our community life; and

Whereas, the Oakland County Community Health Network (OCHN), and its service provider

agencies, are committed to inspiring hope, empowering people, and strengthening

communities.

NOW, THEREFORE, BE IT RESOLVED that, I, Dr. Deirdre Waterman, Mayor of the great city of Pontiac, Michigan, hereby recognizes May 2020 as Mental Health Month. OCHN calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our state to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery.

#16 COMMUNICATION FROM THE MAYOR



CITY OF PONTIAC DEPARTMENT OF FINANCE

47450 Woodward Avenue Pontiac, Michigan 48342

2020 - 2021 Budget Calendar*

By ordinance, the following timeline has been established for the 2020-2021 Budget:

Date	Event / Activity				
July 1, 2019	New fiscal year 20192020 begins.				
Monday January 27, 2020	Personnel Review – Current rates, and budgeted hours, and vacancies schedule updated and reviewed				
Week of February 3, 2020	 Department Heads asked to review budgeted hours Mayor (Mayor, Council, Finance, Sheriff, Youth Recreation) Garland Doyle (Clerk & Elections& Medical Marijuana) Dwayne Lyons, Senior Centers Jane Bais-DiSessa- (Community Development) Dan Ringo (Public Works) Vern Gustafsson (Planning & Code Enforcement) Lynette Ward (District Court) 				
Friday February 7, 2020	Department heads return and approved budgeted hours				
Friday, February 28, 2020	 Plante Moran development schedules of key accounts Administrative Allocation General Property Insurance Allocation Phone and Internet Allocation All third-party contractors Other areas of the budget are worked on as well: Property Tax and Sanitation Fee revenue estimate – Sekar & Plante Moran Income Tax revenue estimate – Larry Kosofsky & Plante Moran Grant Revenue – Alex Riley & Plant Moran Personnel Benefits – Kiearha Davidson Insurance Fund/Retiree Benefits – Plante Moran Worker's Comp Fund – Plante Moran 				

^{*}Note that the deadlines above are mandated by the Budget Ordinance. Internal deadlines can be set by the Mayor for earlier dates of various steps in the process.

Monday March 2, 2020	BS&A opened to department heads to input budget requests for 2021-2025 budget
Friday, March 13, 2020	Department heads complete entering budget requests into BS&A. Finance will lock BS&A budget as of 5:00 pm on Friday, March 13, 2020. Any additional changes will need to be communicated to Finance in writing
Monday, March 16- Tuesday March 31, 2020	Finance reviews budget requests for any omissions/errors, calculates fund balance projections for policy compliance
Wednesday April 1, 2020	Finance presents budget requests to Mayor for review
Thursday April 2- Friday April 17,2020	Mayor and department Head budget meetings take place to balance budget
Monday April 20,2020	Mayor returns balanced budget to finance
Tuesday April 21- Thursday April 30, 2020	Finance reviews balanced budget, recalculates fund balance projections for policy compliance and prepares Council budget package for Mayor's review
Friday May 1, 2020	Mayor submits budget package to City Council
Saturday May 2- Thursday May 28, 2020	Mayor and Council hold meetings to discuss budget
Tuesday May 19, 2020	Council establishes public hearing on budget and tax rates for June 2, 2020
Friday May 29, 2020	Public notice on hearing of budget and tax rates to be published in Oakland Press
Tuesday June 2, 2020	Public hearing on budget and tax rates takes place. Tax rates should be approved this date in order to have ax bills printed and mailed out on time
Tuesday June 9, 2020	Formal Meeting: Last date per charter that budget can be adopted.

^{*}Note that the deadlines above are mandated by the Budget Ordinance. Internal deadlines can be set by the Mayor for earlier dates of various steps in the process.

#17 COMMUNICATION FROM THE MAYOR



EXECUTIVE OFFICE CITY OF PONTIAC

47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009

Mayor Deirdre Waterman

TO:

HONORABLE COUNCIL PRESIDENT WILLIAMS AND CITY COUNCIL MEMBERS

FROM:

MAYOR WATERMAN

CC:

JANE BAIS DISESSA, DEPUTY MAYOR; ANTHONY CHUBB, CITY ATTORNEY;

AND IRWIN WILLIAMS, INTERIM FINANCE DIRECTOR.

SUBJECT:

DEMO & BLIGHT ELIMINATION UPDATE

DATE:

APRIL 29, 2020

For your information, attached is a copy of the most recent Demolition and Blight Report prepared as of January 31, 2020.

Let me know if any questions arise.

JBD

Attachment



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO:

Honorable Mayor Deirdre Waterman and Members of the City Council

FROM:

Jane Bais-DiSessa, Deputy Mayor

DATE:

January 31, 2020

RE:

2020 Status Update: Demo & Blight Elimination Program

Background:

On May 2015, the former City Administrator reported that a total of 915 properties were listed on the City's Dangerous Building list. Since then, Mayor Waterman pledged to dedicate all efforts to eliminate the blighted properties listed. Efforts to address blight included: the demolition of blighted vacant residential properties, residential rehabilitation, and removal of dangerous buildings by Board of Review. The purpose of this report is to reflect the City's blight elimination efforts as of January 31, 2020.

Demolitions - January 1, 2013 to January 31, 2020:

Based on the latest data reports regarding demolition (i.e. dangerous building list, CDBG files, and final Hardest Hit report), Table I below reflects the most current blight removal actions taken to-date. Please note that this report also includes the number of commercial and private properties demolished.

The following is the latest estimate report regarding the demolition of residential properties in the City of Pontiac during the timeframe January 2013 to January 2020:

TABLE I: All City Demo & Blight Elimination Actions
Timeframe: January 2013 to January 2020

Action: Demolitions	Funding Source
396	CDBG & NSP3 – Residential
230	Hardest Hit – Residential
80	Private - Residential
26	Commercial
<u>15</u>	NSP2 – Residential
747	Total Demolitions Completed

Timeframe: January 1, 2020 to December 30, 2020

<u>17</u>	Batch 16 - CDBG/New Residential Demos
764	Total Est. Demolitions by Dec. 2020

Memo: 2020 Status Update: Demo & Blight Elimination Program

January 31, 2020 Page 2 of 2.

Currently, we are working to finalize Batch 16, which includes the demolition of an additional 17 properties. We estimate that these properties will be demolished by the end of summer 2020. For your information, copies of Batch 14 and 15 are attached.

Property Rehabilitations - January 2013 to April 2019:

While demolition of blighted properties has helped to improve the City's neighborhoods, we have also worked diligently to work with residents and interested parties to rehabilitate viable properties. To-date, I am pleased to report that a total of 104 properties have been rehabilitated and have been returned to the City's tax roll. More importantly, these properties have been successfully restored for residential living.

Lastly, to improve property rehabilitation process, the Executive Staff is currently reviewing the City's Blight Ordinance to help enhance and further streamline administrative actions.

Other Board of Appeals Actions:

The City's Board of Appeals meets 4 times a year. For your information, attached is a copy of their 2020 Meeting Schedule. Many times, for various reason, the Board of Review dismisses blighted properties. As of May 2019, a total of 87 properties have been dismissed.

Also, for your information, attached is the November 2019 Agenda and Results and the upcoming February 19, 2020 Agenda. As you clearly see, the number of new cases going before the Board have reduced significantly. Unlike the 915 properties we saw in 2015, today only 7 new cases will be heard on February 19, 2020.

Conclusion:

To the best of my knowledge, I am pleased to report an accomplishment level of 106%. Of the 915 properties identified throughout the timeframe noted, the following actions were taken:

- 764 properties will be demolished by the end of 2020
- 104 properties have been rehabilitated
- 97 properties have been dismissed by the Board of Appeals Review
 - 965 Total Properties Addressed

Let me know if any questions arise.

JBD

Attachments