

PONTIAC CITY COUNCIL

President Mike McGuinness, District 7
Pro Tem William A. Carrington, District 6
Melanie Rutherford, District 1
Brett Nicholson, District 2
Mikal Goodman, District 3
Kathalee James, District 4
William Parker, Jr., District 5



Garland S. Doyle, MiPMC, City Clerk

Phone: (248) 758-3200

103rd Session of the 11th Council – August 15, 2023, at 6:00 p.m.

Meeting Location: City Council Chambers, Pontiac City Hall, 47450 Woodward Pontiac, Michigan 48342

MEETING AGENDA

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call of Councilmembers

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

A. August 8, 2023, City Council Meeting Minutes

Subcommittee Reports

1. Communications, Engagement & Operations
2. Economic Development, Housing & Planning
3. Facilities & Property
4. Finance & Personnel
5. Law & The Courts
6. Parks, Recreation & Public Works
7. Public Safety, Health & Wellness

Special Presentation

8. Woodward Dream Cruise 2023 Activities and Parking Options (Taking Place August 19, 2023)
Presentation Presenter: Angela Powell

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Resolutions

City Council

9. Resolution Honoring the Life and Service of Roger Houck.

10. Resolution Honoring the Life and Service of Stephen Ewalt.
11. Resolution to authorize the waiver of \$1,000 for a Transfer Penalty for Property Transfer Affidavit.

Purchasing

12. Resolution to approve the change order for Oscar W. Larson, Co. for the removal and disposal of wastewater from the Underground Storage Tank (UST) located at 191 N. Glenwood Ave. Pontiac, Michigan. (Site for Future Youth Recreation Center)
13. Resolution to approve the Purchasing Manager to award the bid and for the Mayor or Deputy Mayor to execute the agreement with the Premier Group Associates for the Beaudette Park Ballfield Renovation for a not to exceed amount of \$41,700.

Public Comment (Three Minutes Time Limit)

Closed Session

14. Resolution to proceed into Closed Session under MCL 15.268(e), to consult with legal counsel regarding trial or settlement strategy in connection with Oakland County Circuit Court Case No. 2022-197361-CH (Vanguard Equity Management, LLC v. City of Pontiac); and Oakland County Circuit Court Case No. 2022-197432-CH (Robert Mitchell v. City of Pontiac); and under MCL 15.268 (h) to discuss a written legal opinion regarding negotiations to modify the settlement agreement between the city of Pontiac and the City of Pontiac Retired Employees Association (CPREA) in federal case #2:12-CV-12830; and to discuss a written legal opinion regarding the marijuana referendum and initiative process

Public Communications

City Council

15. Start Youth Theatre Presents Aladdin Jr., August 18, 2023, at 7:00 pm and August 19, 2023, at 2:00 pm, held at the Flagstar Strand Theatre for the Performing Arts, 12 N. Saginaw Street, Downtown Pontiac
16. New Birth International Church in the Park, August 18, 2023, from 12:00 to 4:00 pm, held at New Birth International Church, 124 W. Columbia Pontiac, Michigan 48340. For more information, including how to volunteer, call (248) 425-0139.
17. M1 Concourse Cruise-In and Woodward Dream Parade, August 19, 2023, at 8:00 a.m., held at M1 Concourse, South Boulevard and Woodward Avenue in Pontiac.
18. Car Show in Downtown Pontiac During the Woodward Dream Cruise, as part of the M1 Concourse Woodward Dream Show, August 19, 2023, from 10:30 a.m. to 11:30 a.m., on North Saginaw Street between Pike and Huron Streets.
19. E-Community Outreach Services Second Annual Family Appreciation Day, August 20, 2023, from 12:00 to 5:00 pm, held at UWM Sports Complex, 867 South Boulevard East, Pontiac 48341, free event featuring community resources, children's activities, dance performance, music, food, face painting, prizes, mobile game truck, and more: call (248) 622-4334 for more information.
20. Flex High School of Pontiac will hold a Family and Friends Day on Tuesday, August 22, 2023, from 3:00 to 5:00 pm at Flex High School of Pontiac, 142 Auburn Avenue Pontiac, Michigan 48342. For more information, reach the school at (248) 206-4316 or www.flexhigh.org
21. Sip & Paint at the Senior Center, August 23, 2023, from 12:00 to 2:00 pm, held at Ruth Peterson Senior Center, 990 Joslyn Avenue, Pontiac 48340. Join them at this beginner friendly instructor-led paint event; nonalcoholic sparkling juice will be served at this event. Sign-up in person or call (248) 758-3277. Space is limited, with only 20 spots available.

22. Ribbon Cutting Celebration with the Pontiac Regional Chamber for new Get-Well Urgent Care, August 24, 2023, at 10:00 a.m., facility located at 983 Orchard Lake Road, Pontiac 48341
23. Ribbon Cutting Celebration with the Pontiac Regional Chamber for The Montessori School Rochester Crystal Lake Campus, August 24, 2023, located at 825 Golf Drive, Pontiac 48341
24. Michigan Secretary of State Mobile Branch at the Senior Center, August 24, 2023, from 10:00 am to 3:00 pm, held at Ruth Peterson Senior Center, 990 Joslyn Avenue Pontiac, Michigan 48340
25. Residents who are behind in paying their water bills or facing a service shut-off can get help from a partnership between the Oakland County Water Resources Commission and OLSHA. Those who qualify could get up to \$1,500 in payments on their water bills and stop a shut-off plan. This program is temporary and expires on September 30, 2023. Schedule an appointment with OLHSA to sign up by calling (248) 209-2600 or emailing info@olhsa.org.
26. Pontiac School District is seeking Mentors, Your Help is Needed for the Structured and Comprehensive Mentoring Program to Support Students at All Grade Levels, Email communications@pontiacschools.org for more information.
27. Save the Date: Rescheduled Battle of I-75 Basketball and Kickball Tournaments, August 26, 2023
28. Pontiac Second Annual Praise Festival, August 27, 2023, from 2:00 p.m. to 7:00 p.m., held at Wisner Stadium Track Field on Cesar Chavez Avenue in Pontiac.
29. Seniors-Only Bingo, August 30, 2023, from 1:00 to 3:00 pm, held at Ruth Peterson Senior Center, 990 Joslyn Avenue Pontiac, Michigan 48340
30. "Building Community, Building Trust" Mental Health Forum, September 9, 2023, from 12:00 to 5:00 pm, held at All Saints Episcopal Church, 171 W. Pike Street, Pontiac 48341
31. Oak Hill Cemetery Walk, September 17, 2023, with tours starting every fifteen minutes from 2:00 to 4:00 pm, held at Oak Hill Cemetery, 216 University Drive, Pontiac 48342, proceeds from the \$15 tour donations to the Oakland History Center go to cemetery improvement efforts, call (248) 338-6734 for information.

Mayor's Office

32. Pontiac Music in the Parks Series has started. Shows include: August 24 at Rotary Park (Melanie Rutherford Performing), September 7 at Murphy Park (Persuasion with special guest Consuming Arts). All showtimes are 6:30 pm.
33. Residents Encouraged to Complete Online Survey for Pontiac Youth Recreation Center Amenities

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)
 Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA A

August 8, 2023, Draft

**Official Proceedings
Pontiac City Council
102nd Session of the Eleventh Council**

Call to order

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, August 8, 2023, at 6:08 p.m. by Council President Mike McGuinness.

Invocation – Pastor Douglas Jones – Welcome Baptist Church – Pontiac, Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Members Present – William Carrington, Mikal Goodman, Mike McGuinness, Brett Nicholson, William Parker, Jr. and Melanie Rutherford

Deputy Mayor Khalfani Stephens was present.
A quorum was announced.

Excuse Councilmembers

Motion to excuse Councilwoman Kathalee James for personal reasons. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: Carrington, Goodman, McGuinness, Nicholson, Parker and Rutherford

No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Parker and second by Councilperson Rutherford. Discussion.

Motion to move item # 9 (Special Presentation regarding Roadkill Nights in Downtown Pontiac on August 12, 2023) before Agenda Address. Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, and Goodman

No: None

Motion Carried

The vote was taken to approve the agenda as amended.

Ayes: Goodman, McGuinness, Nicholson, Parker, Rutherford, and Carrington

No: None

Motion Carried

Consent Agenda

23-280 **Resolution to approve the consent agenda for August 8, 2023.** Moved by Councilperson Rutherford and second by Councilperson Parker.

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Whereas, the City Council has reviewed the consent agenda for August 8, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for August 8, 2023, including August 1, 2023, City Council Minutes.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Resolution Passed

Subcommittee Reports

Motion to postponed Subcommittee Reports for one week. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, and McGuinness

No: None

Motion Carried

Recognition of Elected Officials – Beatrice Wright – Precinct Delegate, County Commissioner Angela Powell, and Charter Commissioner Bryan Killian-Bey

Special Presentation

Roadkill Nights in Downtown Pontiac (Taking place August 12, 2023)

Presentation Presenter: Angela Powell

Agenda Address

1. Beatrice Wright addressed item #2
2. Dr. Deirdre Waterman addressed item #11
3. Iola Miller addressed item #9
4. Darlen Clark addressed item #9
5. Chuck Johnson addressed item #11
6. Larry Jasper
7. Gloria Miller addressed item #9

Public Hearing

Public hearing regarding the sale of the Phoenix Center Parcel Number 14-29-484-006 and for the City to waive all claims by the City to certain vacant properties related to the Phoenix Center.

Council President Mike McGuinness opened the public hearing at 7:19 p.m. There were thirteen (13) individuals who address the body during the public hearing. The following is a synopsis of their individual comments during the public hearing.

1. Darlene Clark – She mentioned the document just reference Saginaw not Wide Track or Woodward. She wants to know in detail what is in the purchase agreement.
2. Bryan Killian-Bey – How much participation did the citizen have in the sale? What type of revenue is this going to bring to Pontiac? Have any studies been done? Do we have any renderings?
3. Renee Beckley – Are we going to pay a County Tax? Fall through town, we have to get the parking right.
4. Robert Bass – \$50 million dollars is a lot of money. I have not seen a design.
5. Gloria Miller – There was no transparency. The people were not included.
6. Dr. Deirdre Waterman – The Council is being rushed into this decision. The devil is in the detail. People have a right to know what is done with their public property.
7. Karen Jorgeson – How can the Phoenix Center be repurposed? What is the incentive to stay in Pontiac.

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8. Carlton Jones – The deal is done. The state financed \$50 million dollars. We want something out of this. Bricks and mortar do not help the people. The investment we need to make is in Pontiac people.
9. Katherine Dessureau – How does the settlement agreement interact with the deal?
10. Larry Jasper – I have a plan that will benefit the people. Review the memorandum of understanding.
11. Chuck Johnson – Mike, I want to applaud you for your intellect. I am getting tired of being left out. Do not leave us out.
12. Beatrice Wright – Pontiac is the seat of Oakland County. I want some equity in the deal. We need some jobs for our young people. We want more than two acres.
13. Charlie McCallan – Hire the people in the city.

Mayor Tim Greimel arrived at 7:56 p.m.

Council President Mike McGuinness closed the public hearing at 8:11 p.m.

Special Presentations Continued

Motion to postpone Special Presentation for one week regarding the Woodward Dream Cruise 2023 Activities and Parking Options. (Taking place August 19, 2023) Move by Councilperson Carrington and second by Councilperson Rutherford.

Ayes: Parker, Rutherford, Carrington, Goodman, McGuinness, and Nicholson

No: None

Motion Carried

Agenda Items

Resolutions

Mayor's Office

23-273

Resolution to authorize Mayor to enter into Memorandum of Understanding with Oakland County. (Postponed from last week 8/1/2023 City Council Meeting) Moved by Councilperson Parker and second by Councilperson Nicholson. Discussion.

Motion to amend the resolution to authorize Mayor to enter into Memorandum of Understanding with Oakland County in the paragraph "Now, Therefore Be It Resolved." Moved by Councilperson Nicholson and second by Councilperson Carrington.

Now Therefore, Be Resolved, City Council hereby authorizes the Mayor to execute the attached ~~memorandum~~ Memorandum of Understanding Agreement on the date that Oakland County closes on the above referenced purchase of property.

Ayes: Rutherford, Carrington, McGuinness, Nicholson, and Parker

No: None

Motion Carried

Motion to amend the resolution to authorize Mayor to enter into Memorandum of Understanding with Oakland County to strike paragraph "Be It Further Resolved." Moved by Councilperson Rutherford and second by Councilperson Nicholson.

~~Be It Further Resolved, that the City Council authorizes the Mayor, in his discretion, to approve and sign any further modifications to the Memorandum of Agreement.~~

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Ayes: Carrington, Goodman, McGuinness, Nicholson, Parker, and Rutherford

No: None

Motion Carried

Motion to replace agreement in packet with new agreement, strike consideration of “F” on page 4. Moved by Councilperson Rutherford and second by Councilperson Carrington. Discussion. Councilperson Rutherford withdrew her motion and Councilperson Carrington withdrew is second.

Motion to replace agreement with new agreement. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, and Goodman

No: None

Motion Carried

Motion to strike “C” on page 3 of 10 of the Memorandum of Agreement with Oakland County. Moved by Councilperson Rutherford and second by Councilperson Goodman.

~~To the extent that the parcels or portions thereof commonly identified as 14-32-232-009 (“009 parcel”) and the parcel commonly identified as the “triangle parcel” as more fully described identified in Exhibit B, or portions thereof, are not used for the new Parking Structure within three years of this agreement being executed, the County agrees to convey to the City those parcels or portions of the parcels not developed as parking structures within three years of this agreement being executed by fee simple title by either a warranty or covenant deed to the City, together with all improvements and appurtenances, including but not limited to (a) all leasehold rights, (b) all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, (c) all water, air, riparian and mineral rights, (d) the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Properties, (e) all tangible and intangible personal property located thereat, (f) all fixtures, equipment and other items attached to the improvements located at the properties, (h) all fixtures, equipment and other items attached to the improvements at the properties, (i) all rights of the County under any express or implied guaranties warranties, indemnifications and other rights, if any, and which the County may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures and personal property on or about the properties, (j) all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the properties, to the extent that the same are legally assignable and (k) all future land division rights, if any. The warranty or covenant deed set forth in this Section shall be executed and delivered to the City within 30 business days. The County shall be responsible to record the warranty deed.~~

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, and Goodman

No: None

Motion Carried

Motion to strike language from “a-Term” on page 9 of 10 of the Memorandum of Agreement with Oakland County. Moved by Councilperson Rutherford and second by Councilperson Nicholson.

- a. **Term.** This MOA shall commence on the date it is executed by both Parties (“Effective Date”) and ~~shall terminate when the County transfers the real property to the City pursuant Section IV.e.~~ However, if the closing does not occur as set forth in the Purchase Agreement, this MOA shall be null and void.

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Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, and McGuinness
No: None
Motion Carried

Motion to replace convent with covenant in paragraph f on page 4 of 10 of the Memorandum of Agreement with Oakland County. Moved by Councilperson Rutherford and second by Councilperson Parker.

The parcel(s) will have direct access to Water St. and/or Saginaw St. The County's conveyance by ~~convent~~ covenant deed to City shall provide the following terms:

Ayes: Parker, Rutherford, Carrington, Goodman, and McGuinness
No: None
Motion Carried
Councilman Brett Nicholson was absent during the vote.

23-273 **Amended Resolution to authorize Mayor to enter into Memorandum of Agreement with Oakland County. (Postponed from last week 8/1/2023 City Council Meeting)** Moved by Councilperson Parker and second by Councilperson Nicholson.

WHEREAS, Oakland County plans to purchase certain real property in downtown Pontiac, and
WHEREAS, after purchasing that property, Oakland County will inherit the remaining years of a long-term lease on the phoenix center parking garage; and
WHEREAS, Oakland County has been awarded funds from the state of Michigan to make substantial improvements to the parking in downtown Pontiac; and
WHEREAS, Oakland County and the City of Pontiac would like to work together to facilitate this historic investment in the city,
NOW THEREFORE, BE RESOLVED, City Council hereby authorizes the Mayor to execute the attached Memorandum of Agreement on the date that Oakland County closes on the above referenced purchase of property.

Ayes: Rutherford, Carrington, Goodman, McGuinness, Nicholson, and Parker
No: None
Resolution Passed

****See Memorandum of Agreement with Oakland County as Exhibit A after the minutes****

23-281 **Resolution authorizing entry of Participation Agreements and Partial Settlement with the national Opioid Litigation and entry of State Local Government Intrastate Agreement concerning Allocation of Settlement Proceeds.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, the City of Pontiac filed a lawsuit to address the public nuisance that is the Opioid Epidemic, which named Teva Pharmaceuticals Industries Ltd. and Allergan Finance, LLC (prescription opioids manufacturers), and CVS Health Corp. and CVS Pharmacy, Inc., and Walmart, and Walgreens Pharmacy ("Settling Defendants");
WHEREAS, the City of Pontiac, as a litigant and as a local government sub-division of the State of Michigan, approved participation in proposed national opioid settlements with Settling Defendants, other than Walgreens Pharmacy in April 2023; and
WHEREAS, Walgreens Pharmacy and the State of Michigan have since negotiated an additional Proposed Settlement to which the City of Pontiac is eligible to participate as a litigating local government; and

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WHEREAS, the Proposed Settlement contains significant monetary relief to fund abatement and prevention strategies associated with the opioid public nuisance; including payments up to \$5.7 billion over the next 18 years, in addition to the prior settlement payments to include \$3.34 billion over the next 13 years by Teva; up to \$2.02 billion over 7 years by Allergan; \$4.9 billion over the next ten years by CVS; and \$2.74 billion within six years by Walmart; and

WHEREAS, the Proposed Settlement with Walgreens contain significant equitable relief, including agreement by Walgreens to implement changes in how they handle opioid compliance structures; pharmacist judgment; diversion prevention; suspicious order monitoring; and reporting on red-flag processes; and

WHEREAS, the Proposed Settlement provides allocation method where 50% of the settlement proceeds are allocable to local governments.

WHEREAS, the State of Michigan has elected to participate in the settlement through a Memorandum of Understanding executed in June 2023 regarding the distribution and use of Walgreens national settlement proceeds; and

WHEREAS, the addition of the Walgreens settlement requires an Addendum to the Allergen, Teva, CVS, Walmart, and Walgreens Settlement Agreements to be executed by the City as a litigating local government to account for inclusion of all Settling Defendants; and

WHEREAS, the City of Pontiac previously executed the Michigan State-Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, to which an Addendum was added to correct a mathematical error in allocation calculation percentages.

NOW THEREFORE, the Pontiac City Council authorizes the Mayor's Office to opt-in and consent to the terms of the opioid settlement with Walgreens Pharmacy by submitting the participation form and executing such further action as is necessary to receive the settlement funds; and

IT IS FURTHER RESOLVED, the Pontiac City Council authorizes the Mayor's Office to execute and submit the First Addendum to the Subdivision Agreement for Allocation Allergen, Teva, CVS, Walmart, and Walgreens Settlement Agreements to include Walgreens Pharmacy; and

IT IS FURTHER RESOLVED, the Pontiac City Council authorizes the Mayor's Office to execute and submit the Second Addendum to the previously executed the Michigan State Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement to correct the allocation percentages; and

IT IS FURTHER RESOLVED, the election, agreement, and authorization in this Resolution are subject to completion of all other necessary actions by the Court and the other parties required to finalize the settlements as described herein.

Ayes: Carrington, Goodman, McGuinness, Nicholson, Parker, and Rutherford

No: None

Resolution Passed

City Clerk

23-282

Resolution to approve Proposal 1 City of Pontiac Adult-Use Business Ordinance, Ordinance No. 2406, and Proposal 2 City of Pontiac Ordinance No. 2407 an Ordinance to amend the City of Pontiac Zoning Ordinance to include Adult-Use Marihuana Business in Designated Overlay Districts for the November 7, 2023, General Election Ballot for Electoral Vote. Moved by Councilperson Nicholson and second by Councilperson Goodman.

WHEREAS, the proposed referendum ordinances shall be submitted to the electors in the City of Pontiac in the following form:

Proposal 1

City of Pontiac Adult-Use Marihuana Business Ordinance

Shall the City of Pontiac, Oakland County, Michigan adopt

ORDINANCE NO.# 2406

An Ordinance to Allow Adult-Use Marihuana Establishments to Operate in the City of Pontiac Pursuant to the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, Mcl 333.27951 et seq.; to Provide for Standards and Procedures to Permit and Regulate Adult-Use Marihuana Establishments; to Provide for the Imposition of Permit Application Fees and Renewal Fees; and to Impose Conditions for the Operation of Adult-Use Marihuana Establishments.

A full copy of the proposed Ordinance No # 2406 City of Pontiac Adult-Use Marihuana Business Ordinance is available in the City Clerk's Office during business hours for review.

Yes ☐

No ☐

Proposal 2

CITY of PONTIAC ORDINANCE No. #2407

Shall the City of Pontiac, Oakland County, Michigan adopt

An Ordinance to Amend the City of Pontiac Zoning Ordinance to Include Adult-Use Marihuana Businesses in Designated Overlay Districts and Uses to Include:

Article 2, Chapter 1, Section 2.101, Table 1 Zoning Districts, Special Purpose Zoning Districts.

Article 2, Chapter 2, Section 2.203; Section 2.204; Section 2.205; and Section 2.303, Table 2.1-Uses Permitted Within Adult-Use Marihuana Overlay Districts; and Primary Caregivers or Caregivers Use Permitted in Zoning Districts Ip-1 and M-1 by Special Exception;

Article 2, Chapter 3, Section 2.304; Section 2.305; Section 2.306; Section 2.307; Section 2.308; Section 2.309; Section 2.310; Section 2.311; Section 2.312; Section 2.313; Section 2.314, to Amend Table 2 Reference to Table 2.1

Article 2 Chapter 4; Section 2.403; to Amend Table 2 Reference to Table 2.1

Article 2 Chapter 4; Section 2.501; to Amend Table 2 Reference to Table 2.1

Article 2, Chapter 5 – Development Standards for Specific Uses to Add Sections 2.551 Adult-Use Marihuana Grower Establishments; 2.552 Adult-Use Marihuana Processor; 2.553 Adult-Use Marihuana Retailer; Social Equity Retailer; 2.554 Adult-Use Class A Microbusiness; 2.555 Adult-Use Marihuana Designated Consumption Establishment; 2.556 Adult-Use Marihuana Safety Compliance Facility; 2.557 Adult-Use Marihuana Secure Transporter; 2.558 Temporary Marihuana Event; and 2.559 Primary Caregiver or Caregiver;

Article 3, Special Purpose Zoning Districts to Add Chapter 12 – Adult-Use Marihuana Business Overlay Districts; and

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Article 4, Section 2, Section 4.206; to Amend Table 2 Reference to Table 2.1

Article 4, Section 3, Section 4.303; to Amend Table 2 Reference to Table 2.1

Article 7 Definitions to Add Chapter 2 and Chapter 3, Article 7 – Definitions.

A full copy of the proposed Ordinance No # 2407 is available in the City Clerk's Office during normal business hours for review.

Yes

☐

No

☐

THEREFORE, BE IT RESOLVED: The proposed Referendum Ordinances shall be, the same is hereby ordered to be, submitted to the qualified electors of this City at the November General election in the City of Pontiac, the 7th day of November 2023 and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the Referendum Ordinances to the vote of the electors as required by law.

Ayes: Goodman, McGuinness, Nicholson, Parker, Rutherford, and Carrington

No: None

Resolution Passed

Community Development

23-283 **Resolution to schedule a public hearing for the obsolete property rehabilitation application exemption certificate for 46 N. Saginaw HCP LLC for parcel number 14-29-434-023 located at 46 N. Saginaw Pontiac, Michigan on August 22, 2023, at 6:00 p.m.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, pursuant to Obsolete Property Rehabilitation Act (OPRA) P.A. 146 of 2000 as amended, the City of Pontiac, by resolution may approve an exemption certificate; and
WHEREAS, 46 N. Saginaw HCP LLC ("Petitioner") is the owner of that certain real property located in the City of Pontiac and legally described below (the "Property"); and
WHEREAS, Petitioner is requesting an Obsolete Property Rehabilitation Act Exemption Certificate for parcel number 14-29-434-023, located at 46 N. Saginaw St., Pontiac, MI; and
WHEREAS, the City of Pontiac should give public notice of the hearing not less than 10 days or more than 30 days before the hearing as set forth in the Obsolete Property Rehabilitation Act P.A. 146 of 2000 as amended; and

WHEREAS, construction, alternation or installation of the proposed facility has not commenced at the time of the filing the application for the obsolete property rehabilitation; and

WHEREAS, the Pontiac City Council deems it to be in the public interest of the City of Pontiac to schedule a public hearing to approve the application of the Obsolete Property Rehabilitation Application Exemption Certificate and to give notice of such a public hearing as provided in the Obsolete Property Rehabilitation Act P.A. 146 of 2000, as amended; and

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council, that the Pontiac hereby schedules a public hearing to approve the Obsolete Property Rehabilitation Application Exemption Certificate for parcel number 14-29-434-023 at 46 N. Saginaw St., in the City of Pontiac, Oakland County, State of Michigan, such hearing to be held on August 22, 2023, at 6:00 PM; and

FURTHER RESOLVED, by the Pontiac City Council, that the Pontiac City Council hereby instructs the City Clerk to publish such public hearing notice 10 days prior to the public hearing.

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Ayes: McGuinness, Nicholson, Parker, Carrington, and Goodman

No: None

Abstain: Rutherford

Resolution Passed

Councilman Mikal Goodman left the meeting.

Grants and Philanthropy

23-284 **Resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$7,497,100 to account 445-000-539.000-OPDCON, and appropriations in the amount of \$1,250,000 to account 445-451-974.074-OPDCON, \$1,565,000 to account 445-463-974.072-OPDCON, \$1,930,000 to account 445-451-974.001-OPDCON, \$1,423,500 to account 445-000-539.000-OPDCON, and \$1,328,600 to account 445-000-539.000-OPDCON to reflect the Michigan Enhancement Grant. Moved by Councilperson Rutherford and second by Councilperson Parker.**

WHEREAS, the City of Pontiac was awarded \$7,500,000 assigned to the Meadow Street Extension and Clinton River Trail Expansion Project through the Michigan Economic Development Corporation's Enhancement Grant Program; and,

WHEREAS, the grant will allow the City to extend Meadow Drive to connect with Opdyke Road, extend Clinton River Trail to connect to Murphy Park and to M-59, and to repair the concrete on Centerpointe Parkway North; and,

WHEREAS, this grant is part of a larger strategic project to acquire at least 40 acres of land to offset the City's Park deficit; and,

NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment for the Fiscal Year 2023-24 Budget as requested by the Administration to increase budgeted revenues in the amount of \$7,497,100 to account 445-000-539.000-OPDCON, and appropriations in the amount of \$1,250,000 to account 445-451-974.074-OPDCON, \$1,565,000 to account 445-463-974.072-OPDCON, \$1,930,000 to account 445-451-974.001-OPDCON, \$1,423,500 to account 445-000-539.000-OPDCON, and \$1,328,600 to account 445-000-539.000-OPDCON to reflect the Michigan Enhancement Grant.

Ayes: McGuinness, Parker, Rutherford, and Carrington

No: None

Resolution Passed

Councilman Brett Nicholson was absent during the vote.

23-285 **Resolution to authorize the City Clerk to publish the proposed budget amendment to established appropriations in the amount of \$41,700 to account 285-699-816.000-ARPCPK for the purpose of ballfield renovations at Beaudette Park. Moved by Councilperson Rutherford and second by Councilperson Parker.**

WHEREAS, the City of Pontiac was awarded The City of Pontiac was allocated \$37.7 million from the State and Local Fiscal Recovery Fund (SLFRF) under the American Rescue Plan Act (ARPA), and;

WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;

WHEREAS, the City's Executive Administration worked to build a programming budget for the use of its \$37,700,000 in SLFRF funding that reflects the needs of the community, and;

WHEREAS, the Pontiac City Council unanimously approved the Executive Administration's ARPA Program Budget on November 10th, 2022, allocating \$2,000,000 to establish a park revitalization program for community parks, and to fund the administration of the program, and;

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WHEREAS, in an effort to put ARPA funds into action, and to mitigate the impacts of COVID-19 on Pontiac residents, the City has established the Pontiac Park Revitalization Program, and;
WHEREAS, the following budget amendment reflects funding for costs associated with urgent repairs needed to ballfields at Beaudette Park, and;
NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$41,700 to account 285-699-816.000-ARPCPK for the purpose of ballfield renovations at Beaudette Park.

Ayes: Parker, Rutherford, Carrington, and McGuinness

No: None

Resolution Passed

Councilman Brett Nicholson was absent during the vote.

23-286 Resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,722.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD. (This proposed budget amendment relates to the SEMCOG Grant.) Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City of Pontiac was awarded \$12,277.50 from the Southeast Michigan Council of Governments Planning Assistance Program; and,
WHEREAS, the grant award will fund planning necessary for the Oakland Park Stormwater Drainage Project; and,
WHEREAS, the grant award has a match requirement of \$2,722.50; and,
WHEREAS, the term of the Agreement ends June 30th, 2024.
WHEREAS, the funds from the grant will increase the budgeted revenue for the current fiscal year 2023-2024 in the amount of \$12,277.50 for grant income.
NOW THEREFORE, be it resolved that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment for the Fiscal Year 2023-24 Budget as requested by the Administration to increase budgeted revenues in the amount of \$12,277.50 to account 101-000-532.000-OAKPSD, and expenditures in the amount of \$12,722.50 to account 101-818-806.001-OAKPSD and \$2,722.50 to account 101-818-818.000-OAKPSD.

Ayes: Parker, Rutherford, Carrington, and McGuinness

No: None

Resolution Passed

Councilman Brett Nicholson was absent during the vote.

23-287 Resolution to authorize Mayor Tim Greimel to execute the SEMCOG Planning Assistance Program Grant Agreement 2023-2024. Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City of Pontiac has been awarded \$12,277.50 from the SEMCOG Planning Assistance Program; and,
WHEREAS, the Southeast Michigan Council of Governments serves as the grant maker; and,
WHEREAS, the grant award will fund planning necessary for the Oakland Park Stormwater Drainage Project; and,
WHEREAS, the grant award has a match requirement of \$2,722.50; and,
WHEREAS, the term of the Agreement ends June 30th, 2024.
NOW THEREFORE BE IT RESOLVED that the City Council hereby authorizes Mayor Tim Greimel to execute the SEMCOG Planning Assistance Program Grant Agreement 2023-2024 in acceptance of the \$12,277.50 grant award, and to submit and execute documents requested by SEMCOG related to the grant award.

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Ayes: Rutherford, Carrington, McGuinness, and Parker

No: None

Resolution Passed

Councilman Brett Nicholson was absent during the vote.

23-288 **Resolution to execute the Memorandum of Understanding (MOU) in conjunction with the Oakland County Local Government Critical Infrastructure Planning Grant Program Application with \$250,000 in resources for Storm Sewer Improvements.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, on March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County, a Municipal and Constitutional Corporation ("County") was allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA; and, WHEREAS, on September 29, 2021, and October 13, 2021, the Oakland County Board of Commissioner approved Miscellaneous Resolutions #21-303 and #21-382, respectively, assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan; and, WHEREAS, on November 30, 2022, County and City entered into the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and City of Pontiac ("Grant Agreement") pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of the LFRF funds to City.; and, WHEREAS, pursuant to the Grant Agreement, Oakland County will distribute \$500,000 in grant funds to City with \$250,000 to be allocated for a storm sewer proposal and \$250,000 ("Sewer Project Grant Funds") to be allocated for a sanitary sewer proposal ("Sewer Project"); and, WHEREAS, the scope of work for the Sewer Project is detailed in the Project Summary for City of Pontiac Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project ("Sewer Project Summary") which is attached hereto as **Addendum A**; and, WHEREAS, the County Agent has owned, operated, and maintained the Pontiac Sewage Disposal System (an authority formed under the Michigan County Public Improvement Public Act 342 of 1939) since approximately 2012; and, WHEREAS, the County Agent, as the owner and operator of the Pontiac Sewage Disposal System, is managing the Sewer Project and has performed certain services outlined in the Sewer Project Summary. The cost of those services has met or exceeded the cost of \$250,000; and, WHEREAS, the City has agreed to immediately pay the County Agent \$250,000 for Sewer Project services performed by the County Agent in accordance with the Sewer Project Summary, with the understanding and intent that the City will request from the County reimbursement and payment for that amount from the Sewer Project Grant Funds; and, WHEREAS, through this MOU, the Parties wish to memorialize their understanding and agreement of their respective roles, rights, and responsibilities regarding the Sewer Project and distribution of the Sewer Project Grant Funds.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby authorizes Mayor Tim Greimel to execute the Memorandum of Understanding (MOU) which supports the Critical Infrastructure Planning Grant Program.

Ayes: Carrington, McGuinness, Nicholson, Parker, and Rutherford

No: None

Resolution Passed

23-289 **Resolution to approve City of Pontiac submission of the grant application titled "Murphy Park Comfort Station Renovation" to the Michigan Community Center Grant Program**

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from the Michigan Department of Labor & Economic Opportunity in the amount of \$2,500,000.
Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City of Pontiac supports the submission of an application titled, “Murphy Park Comfort Station Renovation” to the MI Community Center Grant Program; and,

WHEREAS, there are no specific matching requirements for this program; however, applicants are expected to provide in-kind matching contributions; and,

WHEREAS, the proposed application is supported by the City of Pontiac’s Parks and Recreation Master Plan; and,

WHEREAS, the approved renovations will benefit the community as well as the youth recreation programs; and,

WHEREAS, the Grant Program requires that the City of Pontiac certify compliance with all Grant Program requirements.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby authorizes submission of a Michigan Department of Labor & Economic Opportunity Grant Application in the amount of \$2,500,000.

Ayes: McGuinness, Nicholson, Parker, Rutherford, and Carrington

No: None

Resolution Passed

Public Comment

1. Pastor Douglas Jones
2. Renee Beckley
3. Dr. Deirdre Waterman
4. Chuck Johnson
5. Gloria Miller
6. Dawn Hanna
7. Pastor Kathy Dessureau
8. Darlene Clark
9. Veronica Taylor

Communications

City Council and Mayor’s Office

Councilman Brett Nicholson left the meeting.

Mayor, Clerk and Council Closing Comments

Mayor Tim Greimel, Deputy Mayor Khalfani Stephens, Councilman William Parker Jr., Council President Pro-Tem William Carrington, Councilwoman Melanie Rutherford, and Council President Mike McGuinness made closing comments.

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Rutherford and second by Councilperson Parker.

Ayes: McGuinness, Parker, Rutherford, and Carrington

No: None

Motion Carried

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Council President Mike McGuinness adjourn the meeting at 10:48 p.m.

Garland S. Doyle
City Clerk

DRAFT

MEMORANDUM OF AGREEMENT
for
THE PONTIAC REDEVELOPMENT PROJECT
between
THE COUNTY OF OAKLAND
and
THE CITY OF PONTIAC

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into by and between the COUNTY OF OAKLAND, a Michigan constitutional and municipal corporation, 1200 North Telegraph Road, Pontiac, MI 48341 (“County”) and City of Pontiac, a Michigan municipal corporation, 47450 Woodward Avenue, Pontiac, MI 48342 (“City”). In this Agreement, either County and the City may also be referred to individually as a “Party” or jointly as “Parties.”

Recitals:

WHEREAS Oakland County has been awarded a \$50,000,000.00 enhancement grant by the State of Michigan for public infrastructure purposes, that would permit the County to relocate certain county operations within the City’s downtown area at or near Woodward and Orchard Lake Roads (“Pontiac Office Relocation Project”); and,

WHEREAS, in connection with the Pontiac Office Relocation Project, on July 27, 2023 (Resolution #2023-3023) and on August 3, 2023 (Resolution #2023-3241) the County Board of Commissioners approved an Assignment of Purchase Agreement for the purchase and lease of the following (collectively referred to as the “Properties”) and amendments thereto:

- a. Office building located at 51111 Woodward Avenue, Pontiac, Michigan 48342, known as “Ottawa I Building” or “Ottawa Tower Property” as further described in the Purchase Agreement;
- b. Vacant office building located at 31 East Judson Street, Pontiac, Michigan 48342, known as” Judson Building” or “Judson Property” as further described in the Purchase Agreement;
- c. Vacant land parcels as further described in the Purchase Agreement known as “Vacant Lots—Parcels 1 thru 5”;
- d. Assignment of Ottawa I Building office leases; and
- e. Assignment of all interest in ground lease for the Phoenix Center Parking Garage, known as “Phoenix Center Parking Garage as further described in the Purchase Agreement; and

WHEREAS, the County desires to purchase the Properties for the Pontiac Office Relocation Project for \$19,200,000.00 and has completed its due diligence in connection with the purchase; and,

WHEREAS, the City is owner and lessor of the Phoenix Center Parking Garage, and also claims certain interests in the Properties pursuant to a Memorandum of Understanding dated December 31, 2021 (“MOU”); and,

WHEREAS, in connection with the County’s historic transformational investment into the downtown area of the City, the County has requested and the City desires to transfer and convey the City’s interest in the Phoenix Center Parking Garage to the County subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, representations, and agreements set forth in this MOA, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties mutually agree as follows:

- I. PURPOSE.** The purpose of this MOA is to delineate the responsibilities and obligations of the County and the City regarding the historic transformational investment by the County into the downtown area of the City (hereinafter referred to as the “**Pontiac Redevelopment Project**”).
- II. PURCHASE OF PROPERTIES.** Simultaneous, or shortly thereafter, with the execution of this MOA the County expects to execute an Assignment of Purchase Agreement for the Properties (described below). The Purchase Agreement that is subject to the Assignment of Purchase Agreement is attached as **Exhibit A** to this MOA. Exhibit A is incorporated into this MOA. The real property and lease subject to the Purchase Agreement are specifically described therein and may be collectively referred to as “Properties” or individually referred to as the following in this MOA: (1) the “Judson Building” or “Judson Property”; (2) the “Vacant Lots” comprised of five (5) distinct and separate real properties identified as Parcels 1 through 5 in the Purchase Agreement; (3) the “Ottawa I Building” or “Ottawa Tower Property”; and (4) the “Phoenix Center Parking Garage or Parking Garage” or “Ground Lease Property.”
- III. PROJECT AND AGREEMENT ADMINISTRATION.** Each Party shall designate and officer or employee to serve as the contact person for the administration of the Pontiac Redevelopment Project and the terms of this MOA. For the City, the City Mayor or their successor or their written designee will serve as the City’s MOA Administrator (hereinafter “**City’s Representative**”). For the County, the Deputy County Executive responsible for the Economic Development Department or their successor or their written designee is the County’s MOA Administrator (hereinafter “**County’s Representative**”). Either Party may at any time, change the designee by written notification to the other Party with the designee’s contact information.
- IV. COUNTY’S RESPONSIBILITIES. The County shall:**
 - a. Move forward with the demolition of the Phoenix Center Parking Garage within twenty-four (24) months of all the following: (1) final payment of all the City’s

outstanding debt obligations in connection with the Phoenix Center Parking Garage, (2) conveyance of the property set forth in Section V.d, and (3) receipt, by the County, of any permits or licenses required for the demolition of the Phoenix Center Parking Garage

- b. Move forward with the construction of a new parking structure in the Downtown Area in an amount not less than thirty million dollars (\$30,000,000.00). The new parking structure shall be completed within 24 months following the commencement of construction of the new parking structure, unless otherwise extended by mutual consent of the parties such consent shall not be unreasonably withheld.
- c. Perform and pay for the repair and reconstruction of portions of Saginaw Street and Auburn/Orchard Lake Road needed as a result of the demolition of the Phoenix Center Parking Garage and/or construction of a new parking structure, including the reconnection of Saginaw Street and repair of Auburn/Orchard Lake Road. Except as provided in this Section, this MOA does not obligate the County to repair and maintain Saginaw Street and Auburn/Orchard Lake Road on a continuing basis after the County reconnects and reconstructs Saginaw Street. The County agrees to complete the repair and reconstruction of the portions of Saginaw Street and Orchard Lake Road within 12 months completion of construction of a new parking structure.
- d. Transfer the work location of at least 500 County employees to the Judson Building.
- e. Work with the City to designate "Green Space," as defined herein, that shall be utilized for public use. "Green Space" means an area of grass, trees, or other vegetation that is set apart for recreational or aesthetic purposes. In addition, the County shall work with the City to develop a "Campus Plan" (as defined in subsection (h)), which shall include Green Space north of Auburn/Orchard Lake Road. The area designated for Green Space shall be all space that is not occupied by a new parking structure that is north of Orchard Lake Road and South of Water Street within the Woodward loop and must be contiguous and not divided by a road or street. The County agrees to convey to the City in fee simple title by warranty or covenant deed all such Green Space not occupied by a parking structure north of Auburn and Orchard Lake Roads. In addition, all such Green Space shall not be less than 2 contiguous acres located north of Auburn, the dimensions of which shall be no less than 226' by 390'. The parcel(s) will have direct access to Water St. and/or Saginaw St. The County's conveyance by covenant deed to City shall provide the following terms: "together with all improvements and appurtenances, including but not limited to (a) all leasehold rights, (b) all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, (c) all water, air, riparian and mineral rights, (d) the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Properties, (e) all tangible and intangible personal property located thereat, (f) all fixtures, equipment and other items attached to the improvements located at the properties, (h) all fixtures, equipment and other items attached to the

improvements at the properties, (i) all rights of the County under any express or implied guaranties warranties, indemnifications and other rights, if any, and which the County may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures and personal property on or about the properties, (j) all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the properties, to the extent that the same are legally assignable and (k) all future land division rights, if any. The covenant deed set forth in this Section shall be executed and delivered to the City within 12 months of the completion of the new parking structure. The County shall be responsible to record the deed.

- f. Comply with all City ordinances in connection with the development, construction and improvements of the Properties.
- g. Within 180 calendar days following the City's satisfaction of the requirements of Section V.a, the County and City will meet, confer, create, and enter into a "Campus Plan" setting forth goals and objects for the Pontiac Redevelopment Project. The "Campus Plan" then shall be codified into a separate agreement signed by the signatories to this MOA. The County and the City agree to negotiate in good faith regarding the Campus Plan.

V. CITY'S RESPONSIBILITIES. The City shall:

- a. Within 30 business days of receiving their FY 2024 enhancement grant funding extinguish and pay any current outstanding debt obligations on the Phoenix Center Parking Garage.
- b. Notwithstanding any other provision to the contrary, the County shall not be responsible for any and all Claims, (as defined below) brought against the City regarding the Phoenix Center Parking Garage that occurred or arose before August 16, 2023; however, the foregoing provision does not require the City to waive its governmental immunity as provided by law or resolve any claims the current lessee of the Phoenix Center Parking Garage may have against the City.
- c. With the approval of this MOA, the City (1) agrees to waive any and all claims by the City to the Properties and (2) rescinds the December 31, 2021 Memorandum of Understanding ("MOU") between the City and Phoenixrisingpontiac, LLC, 31 E Judson, LLC, and WDC 21, LLC by mutual agreement of the Parties to that MOU on the date of closing set forth in the Purchase Agreement or, if the MOU is not rescinded delete Section 7 of the December 31, 2021 MOU, which involves the transfer of certain real properties (Vacant Lots—Parcel 1 and Parcel 5) to the City. The MOU is attached as **Exhibit B** and is incorporated into this MOA. The City approves the conveyance of the Vacant Lots (Parcels 1 thru 5) to the County.

- d. Convey fee simple title to the Phoenix Center Parking Garage (the structure and the real property upon which the structure is located) via a covenant deed, with no reversionary rights, for the consideration set forth in "County's Responsibilities" Section IV of this MOA, together with all improvements and appurtenances, including but not limited to (a) all leasehold rights, (b) all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, (c) all water, air, riparian and mineral rights, (d) the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Properties, (e) all tangible and intangible personal property located thereat, (f) all fixtures, equipment and other items attached to the improvements located at the Phoenix Center Parking Garage, (h) all fixtures, equipment and other items attached to the improvements at the Phoenix Center Parking Garage, (i) all rights of the City under any express or implied guaranties warranties, indemnifications and other rights, if any, and which the City may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures and personal property on or about the Phoenix Center Parking Garage, (j) all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the Phoenix Center Parking Garage, to the extent that the same are legally assignable and (k) all future land division rights, if any. The covenant deed set forth in this Section shall be executed and delivered to the County within 30 business days of the date the City satisfied the requirements in V.a. The County shall be responsible to record the deed.
- e. Coordinate and cooperate with the County to secure any potential federal, state, or local grants related to the demolition of the Phoenix Center Parking Garage, the construction of a new parking structure, and the repair and reconstruction of portions of Saginaw Street and Orchard Lake Road needed as a result of the demolition of the Phoenix Center Parking Garage and construction of a new parking structure. Such coordination and cooperation shall be in good faith and shall not be unreasonably withheld.

VII. LIABILITY.

- a. **Responsibility for Claims.** Except as otherwise provided herein, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its employees, volunteers, officers, or officials arising under or related to this MOA.
- b. **Legal Representation.** Except as provided herein, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this MOA.
- c. **Cost/Fines.** Each Party shall be solely responsible for all costs, fines and fees associated with any acts or omissions by its employees, volunteers, officers, or officials arising under or related to this MOA.

- d. **Right to be Indemnified/Reimbursed.** Neither Party shall have any right under this MOA or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- e. **Governmental Function/Service.** Performance of this MOA is a governmental function and government service. This MOA does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this MOA shall be construed as a waiver of governmental immunity.
- f. **Limitation of Damages.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this MOA.
- g. **Definition of Claim.** “Claims” as used in this MOA means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law.

VIII. GENERAL TERMS AND CONDITIONS.

- a. **Delegation/Assignment.** Neither Party shall delegate or assign any obligations or rights under this MOA without the prior written consent of the other Party, which consent shall not be unreasonably withheld. For purposes of this Section, consent for the County shall be given by the County Representative or his/her successor and consent for the City shall be given by the City Representative.
- b. **Rights/Remedies.** In addition to the rights and remedies set forth herein, for all Claims arising from or under this MOA the Parties shall have all remedies available to it under the law, including the right to bring an action for specific performance of this MOA.
- c. **Creation of Rights.** Except as provided for the benefit of the Parties, this MOA does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- d. **Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this MOA shall constitute a waiver of those rights with regard to any existing or subsequent breach of this MOA. No waiver of any term, condition, or provision of this MOA, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this MOA. No waiver by either Party shall

subsequently affect its right to require strict performance of this MOA.

- e. **Severability.** If a court of competent jurisdiction finds a term or condition of this MOA to be illegal or invalid, then the term or condition shall be deemed severed from this MOA. All other terms, conditions, and provisions of this MOA shall remain in full force.
- f. **Construction of MOA.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this MOA are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this MOA. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this MOA shall be deemed the appropriate plurality, gender or possession as the context requires.
- g. **Force Majeure.** Notwithstanding any other term or provision of this MOA, neither City nor County shall be liable for failure to perform its respective obligations under the MOA when failure is caused by a Force Majeure event (as defined in this herein). In the event that either Party ceases to perform its obligations under this MOA due to the occurrence of a Force Majeure event, the Party shall: (a) as soon as practicable notify the other Party in writing of the Force Majeure event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this MOA as soon as possible. The term “Force Majeure” means, and is limited to, the following acts of God, floods, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government (not including the Parties).
- h. **Notices.** Notices given under this MOA shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing certified U.S. mail.
 - i. If Notice is sent to County, it shall be addressed and sent to the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341 and the Oakland County Executive, 2100 Pontiac Lake Road, Waterford, Michigan 48328.
 - ii. If Notice is sent to the City, it shall be addressed and sent to the City Clerk, 47450 Woodward Avenue, Pontiac, Michigan 48342 and the City Mayor, 47450 Woodward Avenue, Pontiac, Michigan 48342.
 - iii. Either Party may at any time, change its designee by written notification to the other Party with the designee’s contact information.

- i. **Choice of Law/Venue.** This MOA shall be governed, interpreted, and enforced by the laws of the State of Michigan. The Parties shall comply with all federal, state, and local laws, rules, regulations and ordinances. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this MOA shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- j. **Dispute Resolution.** All disputes arising under or relating to the interpretation, performance, or nonperformance of this MOA shall first be submitted to the City Representative and the County Representative for possible resolution. If the City Representative and the County Representative cannot resolve the dispute after ten (10) business days, then the dispute shall be submitted to the signatories (or their successors) of this MOA for possible resolution.
- k. **Counterparts.** This MOA may be executed in any number of counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one MOA. Copies (photo, fax, or electronic) of signatures to this MOA will be deemed originals and may be relied on to the same extent as originals.
- l. **Entire Agreement.** This MOA represents the entire agreement and understanding between the Parties regarding the Pontiac Redevelopment Project and the Phoenix Center Parking Garage. This MOA supersedes all other oral or written agreements between the Parties regarding that subject matter. The language of this MOA shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- m. **Recitals.** The recitals shall be considered an integral part of the MOA.

IX. TERM AND TERMINATION

- a. **Term.** This MOA shall commence on the date it is executed by both Parties (“Effective Date”). However, if the closing does not occur as set forth in the Purchase Agreement, this MOA shall be null and void.
- b. **Legal Action.** In the event that either Party shall materially default in the performance of its obligations set forth in this MOA, after receipt of written notice and passage of time to cure, (30 calendar days), the other Party may seek appropriate legal action in a court of competent jurisdiction to compel compliance, including an action for specific performance.

THE COUNTY OF OAKLAND

By: _____ **Date:** _____
Printed Name: David T. Woodward, Chairperson
Title: Oakland County Board of Commissioners

THE COUNTY OF OAKLAND

By: _____ **Date:** _____
Printed Name: David Coulter
Title: Oakland County Executive

CITY OF PONTIAC

By: _____ **Date:** _____
Printed Name: Timothy Greimel
Title: Mayor of the City of Pontiac

CITY OF PONTIAC

By: _____ **Date:** _____
Printed Name: Michael McGuinness
Title: Pontiac City Council, President

#9

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION HONORING THE LIFE AND SERVICE OF ROGER HOUCK

WHEREAS, the Pontiac City Council would like to pay proper tribute to Roger Houck an individual of exemplary character and a consummate professional who worked assiduously to improve the quality of life for his fellow citizens in numerous capacities; and,

WHEREAS, Roger Houck, born on March 18, 1944, in Pontiac, Michigan; and,

WHEREAS, Roger Houck departed this life on June 19, 2023, which is a tragic loss for the family and for our community; and,

WHEREAS, Roger Houck served with acumen and alacrity as a member of member of the Pontiac Police department where he retired as a Captain after 25 years of service; and

WHEREAS, Roger Houck served his country proudly in the United States Air Force; and,

WHEREAS, Roger Houck enjoyed the loving companionship of his wife of 59 wonderful years; and was also deeply devoted to his family, as he always endeavored to remain true to family values of the highest order; and,

NOW, THEREFORE BE IT RESOLVED, that the Members of the Pontiac City Council and members of this great community will greatly miss Roger Houck as he leaves behind an indelible legacy of integrity and probity in public life, compassion and loyalty in private life and diligence and dedication in all his chosen endeavors; and we give our sincerest condolences to the family and friends of Roger Houck.

PONTIAC CITY COUNCIL • Pontiac, Michigan • August 15, 2023

Mike McGuinness, Council President

Mikal Goodman, Councilmember

Brett Nicholson, Councilmember

Melanie Rutherford, Councilmember

William A. Carrington, President Pro Tem

Kathalee James, Councilmember

William Parker, Jr., Councilmember

#10

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION HONORING THE LIFE AND WORK OF STEPHEN EWALT

WHEREAS, the Pontiac City Council would like to pay proper tribute to Stephen Ewalt an individual of phenomenal character whose life exemplified the highest ideals of humanity, who truly embodied faith, humility and service to others and a caring and thoughtful member of the community; and,

WHEREAS, Stephen Ewalt, born on September 29, 1946 in Pontiac, Michigan, to David and Cornelia Ewalt; and,

WHEREAS, Stephen Ewalt was a man of great discipline and intestinal fortitude who acted as an official for sporting events to pay his way through college and graduated from Oakland University with a B.S. in Political Science; and,

WHEREAS, Stephen Ewalt was a fearless leader who proudly served in Vietnam for a year and finished his services at the Pentagon and worked in the City of Pontiac in Code Enforcement; and,

WHEREAS, Stephen Ewalt experienced immense happiness when he married the love of his life Connie in May of 2011; and,

WHEREAS, Stephen Ewalt departed this life on July 18, 2023, which is a tragic loss for his family and for our community; and,

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

PONTIAC CITY COUNCIL • Pontiac, Michigan • August 15, 2023

Mike McGuinness, *Council President*

Mikal Goodman, *Councilmember*

Brett Nicholson, *Councilmember*

Melanie Rutherford, *Councilmember*

William A. Carrington, *President Pro Tem*

Kathalee James, *Councilmember*

William Parker, Jr., *Councilmember*

#11

RESOLUTION



Official Memorandum

TO: Honorable City Council
FROM: City Council President Mike McGuinness
CC: Mayor Tim Greimel
DATE: August 15, 2023
RE: Resolution to authorize the waiver of \$1,000 for a Transfer Penalty for a Property Transfer Affidavit

Mr. Nofar is requesting the waiver of a \$1,000 fee for a Transfer Penalty for a Property Transfer Affidavit before this honorable body. He purchased property at M-1 concourse on 187 Pit Lane. I have attached the memo for his request.

Mr. Nofar stated he initially mailed the paperwork to the Pontiac Assessor's Office; currently Oakland County does all of the assessing work for the City of Pontiac, we do not have an assessing office in Pontiac City Hall. Enclosed you will find the current verbiage that is on our website concerning property change of ownership and where to mail the property transfer affidavit.

Mr. Nofar was notified of this meeting and informed he was welcome to attend to state his concerns.



City of Pontiac City Council

Council Resolution to authorize the wavier of \$1,000 for a Transfer Penalty for a Property Transfer Affidavit.

BE IT RESOLVED, The Pontiac City Council hereby waives the \$1,000 Transfer Penalty for the Property Transfer Affidavit assessed to the property 187 Pit Lane, (Parcel #64-14-33-305-177).



To whom it may concern:
RE: 187 Pit Lane Pontiac Michigan
File GNO411420

We mailed out the property transfer affidavit (PTA) for the above file to Pontiac regular mail after the closing 12-07-22. We have not heard anything back or received information that the item was not processed. This was timely mailed, and we have record of the sending in our log. Please be advised this is not the fault of the buyer in this matter at all as we were tasked with filing on their behalf.

Andrea Garcia

Andrea Garcia

Executive Assistant to President

Additional Resources

Dog Licenses Available Online Through Oakland County

Dog licenses may be purchased online through the Oakland County website

at: <https://oaklandcountylicensing.shelterbuddy.com/>. Follow the directions given on the website. There is a \$2.50 fee to use this service. If you have any questions, call: (248) 391-4100.

Only City of Pontiac residents can purchase Dog licenses in the Treasurer's Office. Dog licenses are good for a calendar year, from **January to December** of the year noted on the tag. Dog licenses go on sale the December before the year, i.e., 2023 dog licenses go on sale December 1, 2022.

Dog licenses sold between December 1st and June 1st are sold at lower rates. After June 1st the dog licenses are sold at the higher rate unless it is a new dog, puppy that just turned four months or a new resident. These exceptions have 30 days to purchase the dog license at the lower rate, after 30 days the license will be purchased at the higher rate during the delinquent period.

<https://www.oakgov.com/community/pet-adoption/animal-control/fees#>

Proof of current vaccinations is required. There is a discount for spayed/neutered dogs.

Fee Schedule

Click here for the most recent dog license fees: <https://www.oakgov.com/community/pet-adoption/animal-control/fees#>

Personal Property Tax

Assessment date for Personal Property Tax and Real Property is December 31, 2022. If you were in business as of December 31, 2022, you are responsible for the 2022 Summer and Winter taxes.

Property Change of Ownership

Report change of ownership promptly to Equalization, Assessor's Office, 250 Elizabeth Lake Rd., Suite 1000, Pontiac, MI 48341. Make sure your principal residence exemption and property transfer papers are filed with the assessor. POST OFFICE WILL FORWARD A TAX BILL.

Failure to receive tax statement does not exempt taxes from penalties.

Check your parcel I.D. number with your deed or land contract. If you pay on the wrong property, the law holds you fully responsible.

For questions call Oakland County Equalization office (248) 858-0740 or email equal@oakgov.com

Assessments & Values

Property tax assessed value, taxable value and State Equalized Value (SEV) is available online. Cost is \$2.00 per search. Property information is updated every Tuesday. [Click here to access the online portal.](#)

PRE Information

#12

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Alicia Martin, Purchasing Manager

DATE: August 2, 2023, for August 8 Session

RE: The Purchasing Manager requests that City Council approves the change order for Oscar W. Larson, Co. for the removal and disposal of wastewater from the Underground Storage Tank (UST) located at 191 Glenwood Avenue Property in Pontiac, Michigan. Environmental consulting and field services for removal of the UST are provide by NTH Consultants, Ltd.

Purchasing and legal counsel worked together to address an immediate need to remove the liquid within the underground storage tank located at the 191 Glenwood Avenue property in June 2023. Oscar W. Larson was the most responsive and lowest quote for a total of \$16,900; the final price to vac out and remove any liquids from the existing 20,000 UST would be determined once the tank was empty. The vac rental truck fee is \$145 per hour and \$0.045 cents per gallon vacuumed. The total gallon reported vacuumed was 11,900 gallons.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases; and

WHEREAS, the Purchasing Manager is requesting to approve Osar W. Larson's change order JCH2306016 dated 7/28/2023;

NOW, THEREFORE
RESOLVED, The Pontiac City Council approves the Mayor or Mayor Designee to execute the change order with Oscar W. Larson in the amount of \$14,875 bringing the total cost to \$31,775.

AM

Oscar W. Larson Co.

10100 Dixie Hwy. - Clarkston, MI 48348 - (248) 620-0070 - (248) 549-3610

Fax #'s (248) 620-0071 - (248) 620-0072

Grand Rapids, MI - (616) 698-0001 - Fax (616) 698-2265
Gaylord, MI - (517) 732-4190 - Fax (517) 732-3377
Toledo, OH - (419) 697-0555 - Fax (419) 697-1181
Columbus, OH - (614) 907-7629 - Fax (614) 310-8896
Cincinnati, OH - (513) 813-7650 - Fax (513) 813-7651
Indianapolis - (317) 337-9473 - Fax (317) 337-9473
Fort Wayne, IN - (260) 496-9870 - Fax (260) 496-9480

CHANGE ORDER

1

JCH2306016

TO: City of Pontiac		PHONE #	DATE 7/28/2023	
47450 Woodward Ave		JOB NAME	City of Pontiac	
Pontiac, MI 48342		JOB LOCATION	191 N Glenwood Ave Pontiac, MI 48342	
PROJECT NUMBER	EXISTING CONTRACT #	EXISTING CONTRACT DATE	CONTACT:	EMAIL
2306016				

We hereby agree to make the change(s) specified below:

Waste water removal/disposal - 11,900 gallons

AMOUNT +/-

\$14,875.00

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this total price:

DATE	PREVIOUS CONTRACT AMOUNT	\$16,900.00
AUTHORIZED SIGNATURE (CONTRACTOR)	REVISED CONTRACT TOTAL	\$31,775.00

ACCEPTED The above prices and specifications of the Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

DATE OF ACCEPTANCE

SIGNATURE (OWNER)



ANTHEM UX™

USER EXPERIENCE
PLATFORM



chargepoint+

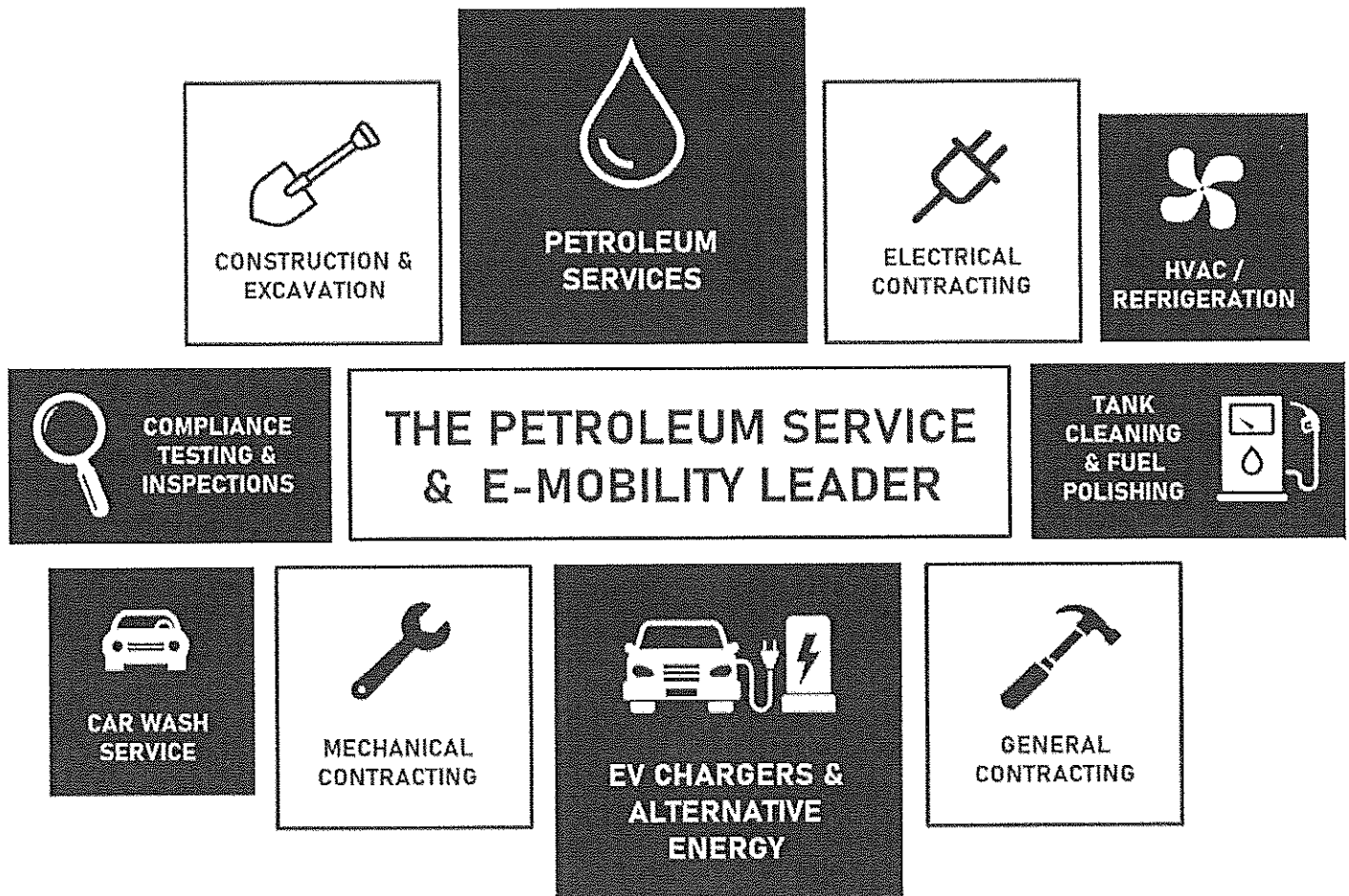
chargepoint+

 **Oscar W.
Larson Co.**

PROJECT
PROPOSAL

Oscar W. Larson Co.

Oscar W. Larson Co. provides exceptional service from start to finish for customers on a national basis and is committed to supporting a healthy environment.



Clarkston, MI (HQ)	248.620.0070
Clarkston, MI (HQ)	248.620.0070
Dearborn, MI	810.217.6524
Gaylord, MI	989.732.4190
Grand Rapids, MI	616.698.0001
Columbus, OH	614.907.7629
Franklin, OH	513.813.7650
Holland, OH	419.873.0555
Fort Wayne, IN	260.496.9480
Indianapolis, IN	317.337.9473
Louisville, KY	502.442.2308

A Division of Oscar W. Larson Co.

WILD-TO PES
Petroleum Equipment Sales & Service

Manchester, NH	603.935.9330
Franklin, MA	508.530.3948
Bloomfield, CT	860.243.1677
East Rutherford, NJ	201.340.4662
Fredericksburg, VA	540.479.1756
Norcross, GA	470.440.4748



A Division of Oscar W. Larson Co.

Montgomery, AL	334.265.8903
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LARSONCO.COM

WILDCOPES.COM

CBE-INC.COM



THE OSCAR W. LARSON COMPANY
CORPORATE OFFICE: 10100 DIXIE HIGHWAY, CLARKSTON, MI 48348
PH: (248) 620-0070 • FAX: (248) 620-0072



To: Alicia Martin
47450 Woodward Ave
Pontiac, MI 48342
Date: May 23, 2023
Phone: 248)758-3120
Cell:
Fax:
Attention: Alicia Martin
Email: amartin@pontiac.mi.us

Special Notice Due to recent volatility in the availability and market prices of fuels, raw materials, equipment, tooling, labor and other operating costs, OWL reserves the right to update and amend this quotation (including pricing and completion date) prior to entering into a definitive agreement and performing the services described herein.

- Conditions:**
1. This proposal is open for 30 days from the date stated above. However, prices of components, equipment and raw materials may increase before the date such items are ordered. If so, such increases will be added to the quoted cost. THE OSCAR W. LARSON COMPANY will itemize such costs upon receipt of signed proposal. If such cost increases are unacceptable to the customer, the customer may elect to cancel order under terms of the Master Service Agreement.
 2. This proposal and the Master Service Agreement constitute the full and complete agreement of the parties, and any inconsistent terms stated in any acceptance, invoice, purchase order, or any document whatsoever are ineffective. This provision conforms to the requirements of RC 1302.10(B)(1).
 3. Contract documents incorporated by references as though fully stated herein.

Special Terms: 25% upon acceptance of proposal, 25% on commencement, balance prior to start-up (or) upon completion of proposal(Based on Approved Credit). A surcharge of 3% of the invoice total will be added for payments made with a credit card.

SUBJECT: 191 North Glenwood Ave Pontiac MI 48342
Remove One 20,000 UST

EQUIPMENT:

Locate 20,000 UST in Greenbelt, dig down to tank and expose

Vac out and Remove any liquids from existing 20,000 UST tank, Price to be determined once tank is completely empty and total gallon amount is counted.

Vac Truck Rental Fee is \$145.00 per hour and \$0.045 cents per gallon

Excavate for removal of one (1) 20,000 gallon underground storage tank

Demolish concrete vault, remove, and properly dispose of tank

Excavate the existing product piping and dispose

Properly dispose of the tank shell

Backfill excavation area with clean fill sand and spread grass seed in affected area

NOTES:

1. Price does not include electrical disconnection to the existing power for the tank.
2. Electrical will need to be cut by other.
3. If OWL electrical team is needed, Change order will need to be completed to disconnect power.
4. Vac Truck Rental Fee \$145 per hour and \$0.045 cents per gallon disposal of remaining diesel fuel contents.
Change order will be completed once total volume of liquid has been vacuumed out and properly disposed.
5. Pricing exclude permit fees.
6. Price does not include repairs to underground utilities.
7. Price does not include environmental company or any soil sampling.
8. Price does not include shoring, if shoring is needed change order will need to be drawn up.
9. Price does not include water or soil removal from site.
10. Price is based on spreading grass seed in the work area only.
11. All OWL Service Normal Terms and Conditions Apply.

QUOTE PRICE STRUCTURE:

EQUIPMENT	
FREIGHT	
SALES TAX	
INSTALLATION/ TRAINING / STARTUP	
TOTAL PRICE	\$16,900.00

*includes all applicable taxes, freight, and installation charges.

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

ACCEPTANCE: This Proposal, when accepted by the purchaser, and approved by a Corporate Officer of the Oscar W. Larson Company, will constitute a contract between us, subject to all terms and conditions contained in the Master Services Agreement. It is expressly agreed that there are no promises, agreements, or understanding, oral or written, not specified in this proposal and the Master Services Agreement.

By: _____
 Its: _____

SHAWN ADAMSKI

The Oscar W. Larson Company	
By:	_____
Its:	Charlie Burns, President
Date:	_____

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into on 23 May 2023 by and between The Oscar W. Larson Company with an address at 10100 Dixie Hwy., Clarkston, Michigan 48348 (hereinafter collectively referred to as the parties"). And, with an address at

DO NOT EDIT

Trenton, MI 48183 (Hereinafter referred to as "Client")

Special Notice: Due to recent volatility in the availability and market prices of fuels, raw materials, equipment, tooling, labor and other operating costs, OWL reserves the right to update and amend this quotation (including pricing and completion date) prior to entering into a definitive agreement and performing the services described herein.

In consideration of the covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties as follows:

1. Services. The specific professional services ("Services") to be performed by the Oscar W. Larson Company on behalf of Client shall be described and authorized from time to time by a fully executed and approved proposal or work order in substantially the form attached to this Agreement as Exhibit A ("Proposal"). Each Proposal shall constitute a separate and individual undertaking and shall define an individual project. All Services authorized by Proposals referencing this Agreement shall be subject to the terms of this Agreement except as otherwise modified in writing by mutual consent of the Parties.
2. Inconsistent Terms and Forms. It is mutually agreed that all terms, conditions, and provisions, of any nature whatsoever, contained within Client's acceptance, purchase order or other communications, except the description and specification of goods ordered, quality, price, invoice number, shipping instructions and tax exemption certificate, shall be ineffective. Any acknowledgment of or acquiescence to any such terms, conditions, and provisions, of any nature whatsoever, by the Oscar W. Larson Company shall not in any way be construed as an acceptance or approval of such terms.
3. Estimate of Costs. Any estimates or opinions made by the Oscar W. Larson Company of costs in Proposals are made on the basis of the Oscar W. Larson Company's judgment as an experienced and qualified contractor. However, Client acknowledges and agrees that the Oscar W. Larson Company cannot and does not guarantee that total costs will not vary from opinions of probable cost prepared by the Oscar W. Larson Company. Subject to the exceptions stated herein, if during the course of performing Services outlined in an approved Proposal, the Oscar W. Larson Company reasonably determines that either the scope of the Services, the cost of Services, or the cost of goods and component parts have increased beyond what is commercially reasonable under the circumstances, or have changed due to unknown or undisclosed conditions, the Oscar W. Larson Company shall so notify the Client and provide the Client with a new Proposal for approval. Until the Client is so notified and approves the Proposal, the Oscar W. Larson Company shall have the right to suspend the performance of the Services at issue and continue to perform any and all other Services not affected by the proposed changes. If the Client does not approve the scope of Services change and charges, either party shall have the right to terminate this Agreement upon five (5) days advance written notice, at which time all outstanding invoices for Services provided to Client shall become due and payable.
4. Billing and Payment. Unless provided for in a separate financing agreement, or under Special Terms in the Proposal, Client will be invoiced monthly for work performed during such month pursuant to approved Proposals. Client is responsible for payment of the Oscar W. Larson Company's invoices within thirty (30) days of the invoice date. Client further agrees to pay a time price differential on all amounts invoiced and not paid or objected to for valid cause within the thirty (30) day period at the rate of one and one half percent (1.5%) of the outstanding balance compounded monthly until paid in full. In addition, Client shall be liable to the Oscar W. Larson Company for all costs incurred by the Oscar W. Larson Company in efforts to collect overdue payments from Client, including actual attorney fees and court costs. A surcharge of 3% of the invoice total will be added for payments made with a credit card.
5. Security Interest and Construction Liens. Until the Oscar W. Larson Company is paid in full for all of the Services rendered pursuant to this Agreement, Client grants to the Oscar W. Larson Company a purchase money security interest in all equipment, merchandise, or fixtures sold, delivered or installed pursuant to this Agreement or any Proposal under this agreement. Client agrees to execute all documents necessary to

perfect said security interest. In advance of the commencement of the Services, Client agrees to prepare record and provide to the Oscar W. Larson Company a notice of commencement, as that term is defined in the Michigan Construction Lien Act, MCL 570.1101 et. Seq., for the project site. If a claim of construction lien is filed by the Oscar W. Larson Company, Client understands and authorizes the Oscar W. Larson Company to add a time-price differential of 18% on the Services to the lien amount.

6. Limitation on Scope of Service. Client agrees that unless expressly provided for in an approved Proposal, the Oscar W. Larson Company has had no role in generating, treating, storing, transporting, disposing or arranging for disposal of hazardous or toxic substances, pollutants, waste or contaminants (hereinafter "Waste Materials") as such terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, being 42 USC 9601 et seq., and/or Parts 111, 201, 211, and 213 of the Natural Resources and Environmental Protection Act, being MCL 324.11101, et seq., MCL 324.20101 et seq., MCL 324.21101 et seq., and MCL 324.21301 et seq., which may be present at the project site and the Oscar W. Larson Company has not benefited from the processes that produced such Waste Materials. Client agrees that unless expressly provided for in a Proposal pursuant to this Agreement it has selected any treatment storage or disposal facility to which waste materials may be removed under this Agreement or any Proposal under this Agreement and that the Oscar W. Larson Company has not arranged for or contracted for such selection. Any Waste Materials encountered by or associated with Services provided by the Oscar W. Larson Company on the project site shall at no time be or become the property of the Oscar W. Larson Company. In addition, Client expressly agrees that the Oscar W. Larson Company is not an "operator", as defined by CERCLA and/or Parts 201, 211 and 213 of NREPA, of the project site or facility where the Oscar W. Larson Company is performing the Services. Client agrees that the Oscar W. Larson Company is a Response Activity Contractor and that this Agreement and any Proposals pursuant to this Agreement are Response Activity Contracts as these terms are defined by MCL 324.20128(5)(a).
7. Site Access and Control. Client grants a right of entry to the project site to the Oscar W. Larson Company, its employees, agents and subcontractors to perform the Services. If Client does not own the project site, Client warrants and represents to the Oscar W. Larson Company that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry. If, as a requirement of performing the Services, the Oscar W. Larson Company or its subcontractors damage or alter property owned by a third party, Client agrees to pay the cost of restoring the property to its condition prior to the performance of the Services. By execution of this Agreement, Client acknowledges that it is now and shall remain in control of the project site at all times.
8. Indemnification. Client shall indemnify and hold harmless and defend the Oscar W. Larson Company and its shareholders, directors, officers, employees and agents from and against any and all losses, damages, claims, liabilities, costs and incidental expenses, including actual attorney's fees, which any or all of them may incur, be responsible for, or pay out as a result of bodily injury (including death) to any person, damage (including loss of use) to any property, contamination or adverse effects on the environment arising out of or which are connected with: (1) a release of Waste Materials not due to the negligent omission, conduct, and/or willful misconduct of the Oscar W. Larson Company; (2) any negligent omission, conduct, and/or willful misconduct of Client or Client's employees, agents, or subcontractors; or (3) Client's breach of this Agreement.

Where goods or equipment are manufactured on behalf of Client by or at the direction of the Oscar W. Larson Company in accordance with Client's designs, blueprints, drawings, samples or specifications, Client shall indemnify, hold harmless and defend the Oscar W. Larson Company and its shareholders, directors, officers, employees and agents from and against any and all losses, damages, claims, liabilities, costs and incidental expenses, including actual attorney's fees, which any or all of them may incur, be responsible for, or pay out as a result of or arising out of claims of patent, trademark, or service mark infringement resulting from the manufacture, use or sale of such goods or equipment.
9. Liability for Conduct of Subcontractors. The Oscar W. Larson Company shall hold harmless and defend the Client, its shareholders, directors, officers, employees and agents from and against any and all losses, resulting from bodily injury, property damage or environmental damage caused by pollution conditions, as defined by the Oscar W. Larson Company's Pollution Liability Insurance Policy, arising from operations as listed on the "Operations Addendum" of such policy, performed by subcontractors of the Oscar W. Larson Company or their respective employees, agents servants and representatives.
10. Limitation of Liability. The Oscar W. Larson Company shall not be responsible for any special, incidental, indirect or consequential damages for any claim arising out of this Agreement, the Services contemplated under this agreement, or any Proposal pursuant to this Agreement, including loss incurred by Client as a result of the Oscar W. Larson Company's nonperformance of the Services. Any claim of any nature whatsoever shall be deemed waived unless made by Client in writing and received by the Oscar W. Larson Company within one year after completion of the Services

with respect to which the claim is made.

11. Risk of Loss. The Oscar W. Larson Company shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by the Oscar W. Larson Company. Delivery dates are subject to availability of equipment or merchandise at the time specified for delivery. The Oscar W. Larson Company shall have no liability of any nature whatsoever for delays caused by unavailability of equipment or merchandise caused by strikes, fire, riots, acts of god, or any other event of any nature whatsoever that is beyond the reasonable control of the Oscar W. Larson Company.
12. Disclaimer of Warranties. Unless provided for in an approved Proposal, and other than those provided by the manufacturers of materials furnished in connection with the Services, there are no warranties, either express or implied, which are not expressly contained within this Agreement. Particularly, there are NO WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE regarding any of the Services, goods, or equipment sold pursuant to this Agreement.
13. Utilities and subterranean Structures. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, drinking wells, junk fill, rock, rock-like strata, old foundations, frost, water pipes, drains, and sewer lines within the property lines of the project site and which are not identified by "Miss Dig" Utility Marking Services. If such conditions are encountered during performance of the Services, Client agrees to bear the cost of additional excavation, disposal, and appropriate fill material on a time and materials basis. Client agrees to waive any claim against the Oscar W. Larson Company and to defend, indemnify and hold the Oscar W. Larson Company harmless from any and all claims, damages, losses, liabilities and expenses, including actual attorney's fees, arising out of or resulting from any damage to utilities or subterranean structures caused by the Oscar W. Larson Company or its subcontractors that were not correctly identified by "Miss Dig" and/or Client within the property lines of the project site.
14. Weather Conditions. Client acknowledges that weather conditions may affect both the cost and completion date of the Services, and Client agrees to bear any costs incurred by the Oscar W. Larson Company caused by any such delay on a time and materials basis. Client further acknowledges that new concrete may be adversely impacted by cold weather, and there are no warranties whatsoever express or implied, regarding concrete that is laid during cold or winter weather.
15. Underground Storage Tank Removals and Installations. Client agrees that all underground storage tanks to be removed shall be emptied by Client unless provided for in an approved Proposal; otherwise, residual liquid, sludge and inert materials will be placed in storage containers by the Oscar W. Larson Company or its subcontractors and left on the project site for Client's disposal. Client agrees to bear the cost of such removal and storage containers on a time and materials basis.
16. Soil Removal and Disposal. All disposal cost estimates and invoices for contaminated soil removal and disposal shall be based on "loose", trucked yardage not "tight", in-place yardage and determined by landfill manifests. Client agrees that it will bear the cost of any characterization testing required for landfill approval.
17. Site Assessment and Closure Sampling. Client acknowledges that Site Assessment and Closure Sampling cost estimates assume that there has been no "release" at the project site and that if a "release" is encountered or if there are indicia that the project site is a "facility", as those terms are defined in parts 201, 211, and 213 of NREPA, there will be additional costs for sampling, excavation and soil disposal. Unless otherwise specified in a Proposal signed by the Client, the Client agrees to bear such increased costs on a cost plus 15% basis.
18. Environmental Consultant. If there has been a "release" or if there are indicia that the project site is a "facility", as those terms are defined in parts 201, 211, and 213 of NREPA, the Client may retain a consulting firm qualified pursuant to MCL 324.21542; otherwise, the Client agrees to bear the cost plus 15% of the Services of such an environmental consultant retained as a subcontractor of the Oscar W. Larson Company.
19. Regulatory Reporting. The Client acknowledges and agrees that preparation and filing of all UST registration forms, notices of UST removal, amended registration forms, and release reports as may be required by parts 201, 211, and 213 of NREPA, the rules promulgated thereunder, or any other reporting required by any other state or federal law, rule or regulation is solely the responsibility of Client, and, unless otherwise provided for in an approved Proposal, the Oscar W. Larson Company shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement.

20. Termination. If Client fails to make payments to the Oscar W. Larson Company for the Services, the Oscar W. Larson Company may, upon fourteen days written notice to Client, suspend performance of Services under this Agreement. In the event of suspension of Services, the Oscar W. Larson Company shall have no liability to Client for delays and/or damages incurred by Client because of such suspension of Services.
21. Legal Proceedings. Client shall be responsible for and pay the Oscar W. Larson Company at its prevailing rates for all time spent by the Oscar W. Larson Company employees in connection with any court, administrative or other legal proceedings with a third party, arising from or relating to the Services provided under this Agreement.
22. Independent Contractor. The Oscar W. Larson Company shall have the role of an independent contractor, not that of an agent or employee of Client. The Oscar W. Larson Company shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
23. Assignment. This Agreement shall not be assigned or transferred by Client or the Oscar W. Larson Company without the prior written consent of the other party, and if either party assigns or transfers this Agreement, the other party shall have the option to terminate this Agreement without any liability to either party, provided, however, that the Oscar W. Larson Company shall be entitled to payment for Services performed and costs advanced prior to such termination.
24. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of each of the Parties, their respective heirs, legal representatives, successors and assigns. The Parties agree that this Agreement was mutually drafted and that no presumption relating to authorship shall be drawn when construing this Agreement. The captions in this Agreement are for reference purposes and are of no substantive force whatsoever. The laws of the State of Michigan shall govern the validity, performance and enforcement of the Agreement. With the exception of the documents expressly incorporated by reference herein, this Agreement contains the entire Agreement between the Parties and supersedes and annuls all other agreements, contracts, promises or representations, whether written or oral, between the Parties. No subsequent agreements, contracts, promises or representations shall be binding or effective between the Parties, unless set forth in writing and signed by the Parties. A forbearance or failure or delay by either of the Parties to exercise any right, power or remedy provided in this Agreement shall not be deemed to be a waiver of such rights, power or remedy.
25. Authority to Execute. Both Parties signing this Agreement represent and warrant that their execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate and other action, and is valid and binding upon such Parties.
26. Other Documents. Each of the Parties agrees that they shall, from time to time, upon the reasonable request of the other party, execute and deliver such additional documents and take other actions as may be reasonably required to effectively carry out the terms of this Agreement. The Parties below have read and understand this Agreement and have executed this Agreement by their duly authorized agents as of the day and year first above written.

THE OSCAR W. LARSON COMPANY

COMPANY / CLIENT NAME

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Electronic Acceptance of Document

Presented to:

111465-4

May 23, 2023, 3:23:27 PM

Accepted by:

Khalfani Stephens

kstephens@pontiac.mi.us

June 01, 2023, 8:18:41 PM EDT

IP Address: 10.45.47.125

#13

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Alicia Martin, Purchasing Manager
Alexander Zegarzewski, Parks & Recreation Manager

DATE: August 9, 2023, for August 15 Session

RE: The Purchasing Manager requests that the Pontiac City Council approves the Premier Group Associates Bid Award and Contract Execution for the Beaudette Park Ballfield Renovation for a not to exceed amount of \$41,700.

Purchasing posted the Request for Proposal (RFP) for the City of Pontiac Ballfield Renovations on June 13, 2023, and the bid closed on June 27, 2023. One firm submitted a proposal, and that firm was Premier Group Associates. The firm's initial proposal was for Aaron Park and Beaudette Park collectively; however, the Aaron Park component was removed from the ballfield renovation due to plans of moving the ballfield and incorporating additional updates at the park. It is not feasible to have the ballfield completed at Aaron Park at this time.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases; and

WHEREAS, the Purchasing Manager is requesting to award the bid to an execute and agreement with Premier Group Associates; and

NOW, THEREFORE
RESOLVED, The Pontiac City Council approves the Purchasing Manager to award the bid and for the Mayor or Mayor Designee to execute the agreement with the Premier Group Associates for a not to exceed amount of \$41,700.

AM

Alicia Martin

From: Brad Byarski <brad@pgalc.com>
Sent: Thursday, July 27, 2023 8:54 AM
To: purchasing
Cc: Kelee Teodecki
Subject: Ballfield Restoration

I thought you were sending me an email and maybe I misunderstood. I apologize if I did. Revised pricing without Aaron Perry Field would be as follows:

Concept Plan:	\$2,000.00
Preliminary Cost:	\$39,200.00
Project Meetings:	\$500.00

Please let me know if you need anything additional.

Brad Byarski
2221 Bellevue
Detroit, MI 48207
313-963-1700 Office
313-925-3673 Direct
313-363-1886 cell
www.pgalc.com
Brad@pgalc.com





June 27, 2023

It is Premier Group Associates' pleasure to submit this proposal in response to the City of Pontiac - Ballfield Restoration.

Premier Group Associates (PGA) is a full-service facility maintenance company, providing construction, landscape, snow removal, consulting, and maintenance predominantly in Detroit, with some clients located in and around Metro Detroit. Premier Group Associates has been in business for 15 years, typically employing 60-70 employees, which over 60% are Detroit residents. Our FEIN number is 45-0569048.

Premier Group Associates is located at 2221 Bellevue, Detroit, MI, where we maintain our warehouse, store equipment, and field personnel have offices.

Premier Group Associates has provided this proposal with the intent to perform the work in accordance with the requirements outlined in the aforementioned RFP.

Brad Byarski, Chief Operations officer will represent Premier Group Associates in all contract negotiations who will be the firm's manager of this project. Mr. Byarski can be reached at 313-363-1886 or Brad@pgalc.com.

Sincerely,

A handwritten signature in black ink, appearing to be 'B. Byarski', with a long, horizontal, wavy line extending to the right.

Brad Byarski
Chief Operating Officer
Premier Group Associates, LC



June 27, 2023

City of Pontiac
Ballfield Restoration
Bid # 23-751-002

Letter of Transmittal

Premier Group Associates proposal for the City of Pontiac - Ballfield Restoration will remain firm for a period of ninety (90) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Pontiac, whichever occurs first.

Sincerely,

A handwritten signature in black ink, appearing to be "B. Byarski", with a long horizontal flourish extending to the right.

Brad Byarski
Chief Operating Officer
Premier Group Associates, LC



City of Pontiac
Ballfield Restoration
Executive Summary

It is Premier Group Associates pleasure to present our proposal for City of Pontiac – Ballfield Restoration. Premier Group Associates, LC was founded on the premise of being more than a landscape provider, we are passionate about our vision to *Cultivating Better Communities* within our home of Detroit, and the surrounding areas.

We achieve this goal by constantly looking for ways to improve our business and ultimately excelling at customer expectations. While Premier Group Associates has been in business for a number of years, we understand that there cannot be growth without adapting to client needs. With that being said, we have restructured our leadership team as well as implemented new processes to better serve our clients and community.

Premier Group Associates has a multi-functioning tiered management process that has been implemented to provide multiple levels of quality checks to ensure projects are being completed effectively and efficiently. Each crew is led by a senior Crew Leader with no less than three years' experience. All crews report into a Division Supervisor that oversees all projects and reports into our VP, Field Operations daily. Simultaneously, our QC, Safety & Coordination inspects all projects to ensure each job is being completed to standards and if any concerns or emergencies arise, they are able to rapidly deploy a team to resolve these situations.

We utilize Buildertrend for all projects to maintain transparency on project schedules, POs, and project updates, including tracking and reporting, which has improved communication with clients.

Financially we have the ability to bond over \$5.0M. We have large account limits with our long-standing trade partners and have established reserves that have allowed us to operate when dealing with municipalities who typically see most invoices paid around 90 days.

We have an extensive equipment list and buying power to purchase more. Premier Group Associates also has an inhouse mechanic team, so no equipment is out of commission for too long. We are always looking for the best and most efficient equipment in the marketplace to best service our clients.

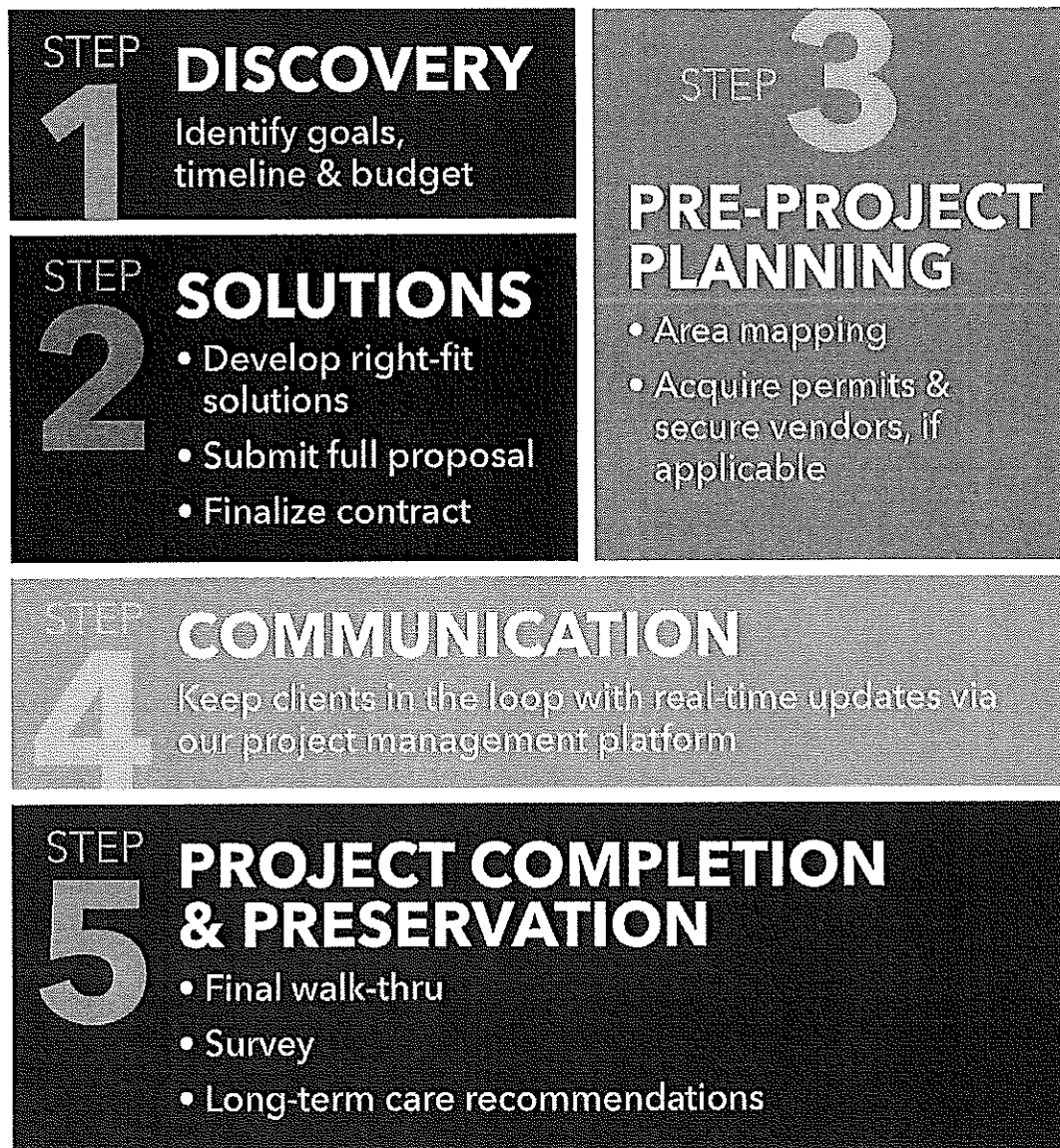
In selecting Premier Group Associates, you will select a contractor that has built a business based on quality of work and the relationships that have come from servicing the Detroit area. We believe that building relationships with our clients not only help in communication but also so Premier Group Associates can anticipate and serve clients next needs. Premier Group Associates looks forward to continuing servicing the Metro Detroit Community.



PREMIER GROUP ASSOCIATES

Cultivating Better Communities

THE PREMIER PROCESS





City of Pontiac
Finance Department, Purchasing Division
47450 Woodward Avenue, Pontiac, MI 48342

REQUEST FOR PROPOSALS

FOR

BALLFIELD RESTORATION (AARON PERRY & BEAUDETTE PARK)

SOLICITATION NO. 23-751-002

DEADLINE FOR OFFERORS' QUESTIONS	DEADLINE FOR OFFERORS' TO SUBMIT SEALED BIDS
Monday, June 19, 2023 Time: 4 pm, EST Submit Electronically <u>only</u> via BidNet (Refer to instructions in Documents Section of BidNet)	Tuesday, June 27, 2023 Time: No later than Noon (EST) Submit Electronically <u>only</u> via BidNet (Refer to instructions in Documents Section of BidNet)

Special Note:

Time is of the essence and the City of Pontiac
will facilitate an expedited solicitation process.

NOTICE TO OFFERORS

The City of Pontiac (also referred to as “City” and “Contractor”) is seeking a qualified contractor to improve conditions at three (3) ballfields in the City of Pontiac; Aaron Perry Park (two ballfields) and Beaudette Park (one ballfield). The existing conditions of the ballfields are not ideal spaces for City programs or outside group rentals as it relates to safety and playability. The City seeks to have both ballfields renovated **no later July 14, 2023**. Offerors are invited to submit a bid in response to this solicitation. The City will only accept electronic bids for this solicitation. Please refer to BidNet instructions saved in the Documents section of the solicitation on BidNet.

Solicitation Process Milestone Schedule	
Solicitation Posted to BidNet and the City's Purchasing web page	Monday, June 12, 2023
Offerors' Deadline to Submit Questions	Monday, June 19, 2023 @ 4 pm EST
City's Deadline to Respond to Questions	Wednesday, June 21, 2023 @ 4 pm EST
Deadline for Bid Submittal via BidNet	Tuesday, June 27, 2023 @ 2 pm EST
Sealed Bid Opening	Tuesday, June 27, 2023 @ 2:30 pm EST via the following Teams link: <u>Ballfield Renovations</u>
Intent to Award Posted	The week of July 2, 2023
Bid Award Posted	The week of July 2, 2023
Presentation to Council	Thursday, July 6, 2023
Contract Execution	The week of July 9, 2023

One or more qualified offerors may be selected, and services will be scheduled at the direction of the City of Pontiac on a per project basis. No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

Purchasing recommends that respondents who submit bids before the deadline are advised to continue monitoring the City's Purchasing web page for any addendums and notices that may be issued. Respondents may click on the MITN link on the Purchasing web page to access the BidNet site, where all the City's solicitations and related documents are available.

If you have any questions regarding this RFP, please contact the Purchasing Manager by sending an email to Purchasing@pontiac.mi.us.

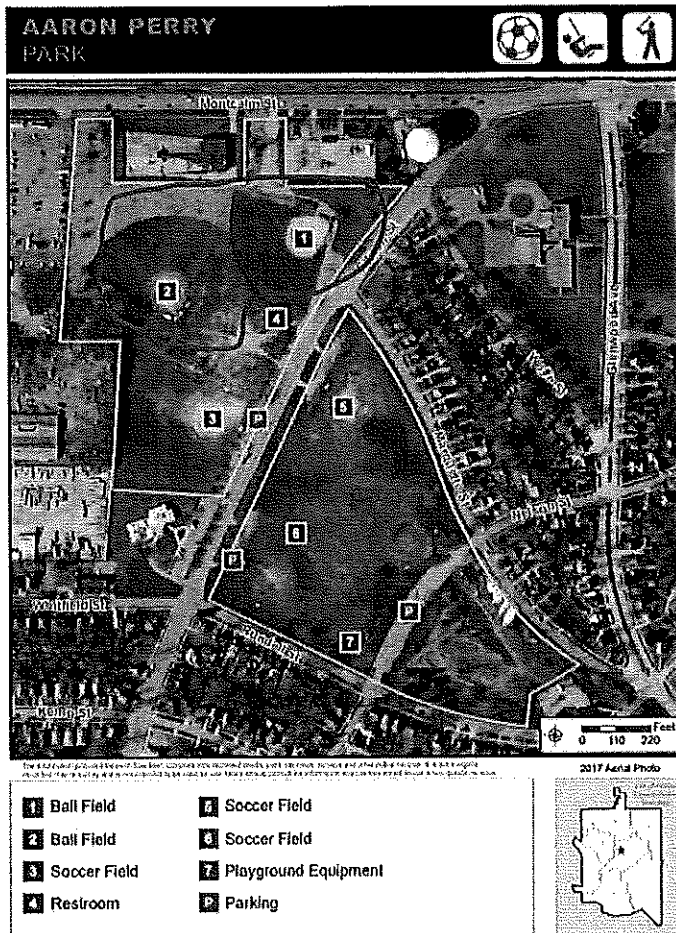
1. SCOPE OF WORK (SOW)

1.1 Aaron Perry Park Fields

Renovation of the Aaron Perry Park fields will focus on restoring the fields while trying to reutilize the current limestone material that lays on the infield. Both infields will need to be redesigned to accommodate base paths up to 90'. The SOW will include the following:

- Survey field prior to initiation of site work
- Redefine/edge out infield arc to meet 90' basepath requirements

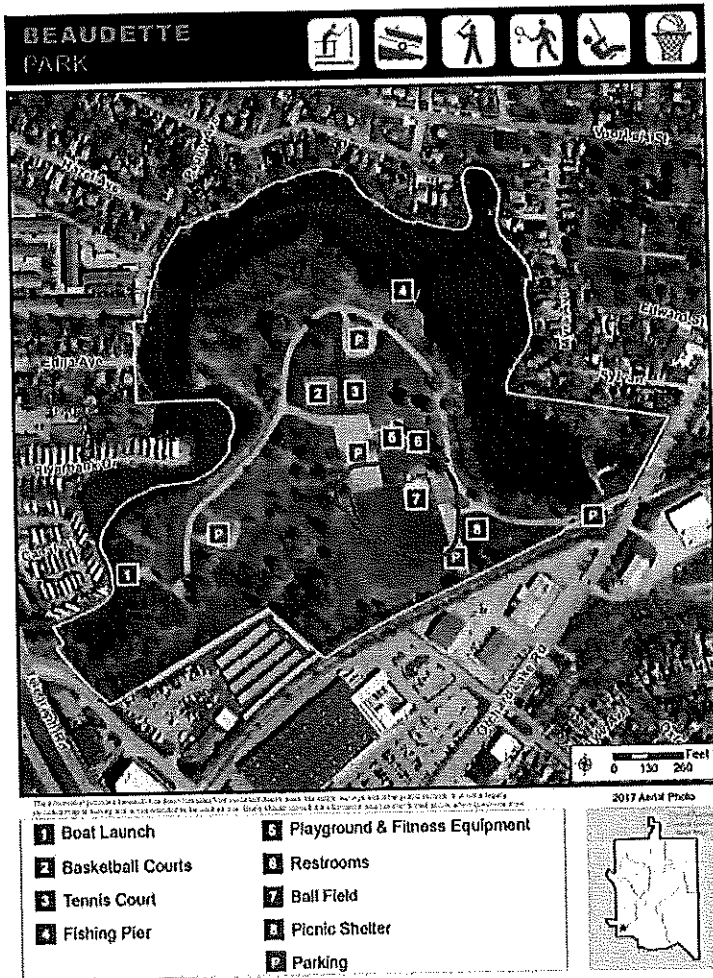
- Removal of all overgrowth on infield area
- Proper laser grade of infield slope
- Final finish float of infield
- Install new home plate and base @ 90', 80', 70', 60', and 50'



1.2 Beaudette Park

Renovation at the Beaudette Park fields will focus on restoring the infields and expanding the current infield to meet with the fence line. Both infields will need to be redesigned to accommodate base paths up to 70'. The SOW will include the following:

- Survey field prior to initiation of site work
- Redefine/edge out infield arc to meet 70' basepath requirements
- Expanded edges of infield to fence line
- Removal of current limestone infield surface material and bring in new material
- Proper laser grade of infield slope
- Final finish float of infield
- Install new home plate and base anchors @ 70', 60', and 50'.



2. SCHEDULE AND SITE CONDITIONS

2.1 Once the contract is executed as a result of the solicitation bid award, the offeror will receive a notice to proceed from the Purchasing Division. The offeror must coordinate an initial meeting with the City of Pontiac's Park Manager Alex Zegarzewski about scheduling. The offeror will need to coordinate with the Park Manager about the location of materials that will be stored at the worksite, and to ensure the worksite is appropriately cleaned at the end of each workday.

3. INSTRUCTIONS TO OFFERORS

3.1 Bid Submission

Offerors interested in responding to this solicitation with a bid must save the bid as a PDF and upload it to BidNet by the deadline indicated in the Solicitation Process Milestone Schedule located on page 1. The link to access the public bid opening via Teams is available in the Milestone Schedule as well.

Offerors MUST submit one (1) electronic bid via BidNet. Please refer to BidNet instructions saved in the Documents section of the solicitation on BidNet for instructions to upload an

electronic bid. **No manual responses will be allowed for this solicitation.** The solicitation will close in BidNet on the date and at the time indicated in the Milestone Schedule. **NO EXCEPTIONS UNLESS PURCHASING PROVIDES AN EXTENSION!**

The City will NOT reimburse the offeror for any expense incurred while preparing proposals in response to this RFP. Submission of a proposal indicates acceptance by the offeror of the conditions contained in this RFP unless clearly and specifically noted in the submitted proposal and confirmed in the written contract between the City and the selected offeror.

The City reserves the right to reject any or all proposals and to select and engage that offeror deemed to best meet the City's needs, cost and other factors considered. The City reserves the right to waive any irregularity on non-compliance in any proposal, including proposals submitted after the prescribed deadline. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications, or to allow correction of errors or omissions.

The City reserves the right to retain all proposals submitted and to use any ideas in any proposal regardless of whether that Offeror is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly specifically noted in the proposal submitted and confirmed in the written contract between the City and the selected offeror.

3.2 Fee Proposal

The fee proposal must be submitted as indicated in this RFP Section 4.8. The fee proposals should expand on the Gantt Chart indicated in Section 3.4 and include specific tasks as identified in Scope of Work and submitted as "not to exceed" cost figures and separate cost breakdown by hours and cost for work. Any proposal not complying with this requirement may be subject to disqualification.

Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead how the overhead rate is derived, material and time.

The proposal should also include an itemized list of all reimbursable costs, if any, related to this project. Such costs shall be represented as a not to exceed amount and be billed at actual costs. These costs may include, but are not limited to, computer plotting or document printing. No premium or add-on costs to expenses are permitted. Receipts or detailed breakdown for all agreed expense items will be required with any invoices.

Due to the short-term nature of this project, it is expected that the offeror's fee proposal identifies a minimal number of payment intervals. A schedule such as: 1) project initiation, 2) "substantial completion," and 3) Retainage of 10% to be paid following delivery and acceptance of all final project documents and drawings. The final payment of retainage has to be adjusted to include any agreed costs for unanticipated expenses or changes in Scope of Work. The offeror's fee proposal must propose a specific schedule (Gantt Chart requested). The proposal shall also define milestones for "substantial completion."

Please refer to **Exhibit A** for Fee Proposal Template. The total Fee Proposal may be adjusted after negotiations with the City of Pontiac and prior to signing a formal contract, if justified.

3.3 Examination of Bid Documents

Before submitting a bid, Offerors are asked to carefully examine the specifications and fully inform themselves as to all existing conditions and limitations.

3.4 Basis of Award

The City will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the City, price and other factors considered. The following factors shall be used to evaluate offers: Factor 1: Technical Capability Factor 2: Management Approach Factor 3: Past Performance Factor 4: Price Factors 1 and 2 are equally important and are more important than Factor 3. Factors 1 through 3, when combined, are significantly more important than price. (b) Options. The City will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The City may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the City to exercise the option(s).

- Factor 1: Technical Capability - The Offeror will be evaluated on its ability to: 1) Demonstrate a clear understanding of the work to be performed; 2) Meet the City's objective; 3) Perform the tasks and deliverables of the Scope of Work (SOW) within the period of performance.
- Factor 2: Management Approach - The evaluation of the management and staffing plan will consider the offeror's ability to manage and balance technical performance, time constraints, cost factors and the management of subcontractor personnel, if applicable. The City will evaluate Offeror's plan for accomplishing work in a logical sequence that will lead to successful performance. **Please provide a Gantt Chart to illustrate milestone and timeframe to complete project.** This section will also evaluate allocation of resources.
- Factor 3: Past Performance - The City will evaluate the quality of the Offeror's past performance deemed relevant to the requirements of this RFP. The City will use information submitted by the Offeror and any other sources of information available to assess past performance. The City will evaluate past performance on an Acceptable/Unacceptable basis as follows:
 - Acceptable: Based on the Offeror's performance record, the City has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance record is unknown.
 - Unacceptable: Based on the Offeror's performance record, the City does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort. NOTE: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror shall be determined to have unknown (or "neutral") past performance.
- Factor 4: Price - The price proposal will neither be point scored nor adjectively rated but will be evaluated for consistency with the Offeror's Technical Proposal and will be used

in determining which proposal represents the best value to the City. The City will evaluate the offeror's fee proposal, supporting data, and assumptions to determine price realism, price reasonableness and the Offeror's understanding of the task order requirements. The price will be analyzed to determine the probable "cost of doing business" based upon the Offeror's proposed approach. **PLEASE USE EXHIBIT A TO IDENTIFY PRICE!**

4. TERMS AND CONDITIONS

4.1 Laws and Municipal Ordinances, Permits

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

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

4.2 Non-Discrimination

The respondent agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Offerors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

4.3 Indemnification

The Contractor shall indemnify, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.

4.4 Jurisdictional Authority

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

4.5 Severability

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

4.6 Income Taxes

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

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

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac. Contractor is not eligible for the award if they have not filed or paid corporate and employee income tax to the City of Pontiac.

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

4.7 General Conditions

It is the responsibility of the respondent to review General Conditions as specified.
All funds must be quoted in US dollars

4.8 Proposal Format

Offerors proposal should address all of the points outlined in this RFP. The document is to be prepared simply and economically, providing a straight-forward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Offerors are asked to organize their proposal in the order indicated below.

- a. Executive Summary that is inclusive of Basis of Award Factors described on pp. 2-3, Section 1.3. Please clearly label each factor and provide the information required for each factor.
- b. Complete the City's IRS Substitute Form W-9 (**Saved in the Documents Section of the Solicitation in BidNet**).
- c. Attach a list of employees that would be used under this contract along with proof of the proper State of Michigan driver's licenses to operate equipment to be used under this proposal. Employees must be properly trained and qualified to operate the equipment.
- d. List description of any contracts, which have been terminated. Provide the name and telephone number of the owner of such contracts.

- e. List description of all legal proceedings, lawsuits or claims, which have been filed against your firm or your employees past or present within the last Five (5) years
- f. Provide copies of licensing and bonding capacity if applicable.
- g. Exhibits A-C

4.9 Minor Deviations

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid. The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

4.10 Bonds and Insurance

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

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

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

Commercial General Liability Insurance: The Offeror shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 2,000,000 per occurrence and aggregate. Coverage shall include the following extensions:

- a. Contractual Liability;
- b. Products and Completed Operations;
- c. Independent Contractors Coverage;
- d. Broad Form General Liability Extensions or equivalent, if not already included.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence combined single limit for Bodily Injury, and

Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

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

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

If any of the above coverages expire during the term of this contract, the Offeror shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.

4.11 Subcontracting

The City of Pontiac will not allow subcontracting for this agreement unless a request to do so is approved in writing by the City. All persons working on this project shall be employees of the Offeror as defined by law.

5. PAYMENTS TO CITY

No payments required.

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

EXHIBIT A

**BALLFIELD RESTORATION
(AARON PERRY & BEAUDETTE PARK)
FEE PROPOSAL**

#	Task	Hours	Fee (\$)
1	Concept Site Plan	30	\$3,500
2	Preliminary Cost Estimate	150	\$65,800
3	Project Meeting	12	\$1,000

Offerors may also choose to submit an alternative Fee Proposal if there are efficiencies that can be made in the overall process, anticipated deliverables, and specific tasks. Clearly explain any such modifications to the project on a separate page in the Fee Proposal.

EXHIBIT B

BALLFIELD RESTORATION (AARON PERRY & BEAUDETTE PARK)

Related Project Experience:

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

1) Project Title: DPSCD Cass Tech Baseball & Softball Fields

Project Location: Belle Isle

Client's name: DPSCD

Contact name, title, and telephone number: Jay Alexander, Executive Director

313.870.3732

2) Project Title: City of Detroit - Baseball Field Maintenance

Project Location: All city owned Baseball Fields

Client's name: City of Detroit Parks & Recreation

Contact name, title, and telephone number: David Sumner, Parks Development Coordinator

313.269.1228

3) Project Title: Athletic Field Construction

Project Location: Belle Isle

Client's name: Hype Athletics

Contact name, title, and telephone number: Ali Sayed, Director asayed@hypeathletics.com

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

EXHIBIT C

**CITY OF PONTIAC
SUBMISSION OF QUALIFIED BID PROPOSAL**

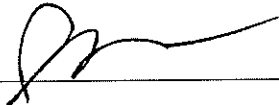
I, the undersigned, propose to provide the services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful offeror.

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

I attest that the proposal includes all information necessary for the City of Pontiac to accept a qualified proposal.

Company Name: Premier Group Associates, LC

Address: 2221 Bellevue St. Detroit, MI 48207

Representative Signature: 

Print Name: Brad Byarski

Title: COO

Office # 313.963.1700 Cell # _____

FAX# _____ Email brad@pgalc.com or Sales@pgalc.com

Federal Tax Identification Number: 45-0569048

Date: June 27, 2023

Substitute Form W-9 City of Pontiac (2023)	Request for taxpayer Identification Number and Certification ▶ Go to https://www.irs.gov/pub/irs-pdf/fw9.pdf for instructions and the latest information.	Give Form to the requester. Do not send to the IRS. Email the form to purchasing@pontiac.mi.us
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Print or type clearly. See Specific Instructions on p. 3 of IRS W-9 form

¹ Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
 Elizabeth Housey

² Business name/disregarded entity name, if different from above.
 Premier Group Associates, LC

³ Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individuals/sole proprietor or Single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust-estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ _____

^{3a} Exemptions (codes apply on to certain entities, not individuals; see instructions on p. 3 – applies to accounts outside U.S.).
 Exemption payee code (if any) _____ Exemption from FATCA reporting code (if any) _____

⁴ Business address (as shown on income tax return)
 2221 Bellevue St. Detroit, MI 48207

⁶ Business phone
 313.963.1700

⁹ Business contact name and title
 Brad Byarski, COO

⁷ Business email address
 subs@pgalc.com

¹⁰ Business contact's role:
☐ Primary Contact
☐ Accounts Receivable

⁵ County
 Wayne

⁸ Website
 www.pgalc.com

☒ Decision Maker

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later. Note: If the account is in more than one name, see the instructions for line 1. Also see what name and number to give the requester for guidelines on whose number to enter.

Social security # (###-##-####) _____ Employer identification # (##-#####) 45-0569048

DUNS # (if applicable) _____

Vendor Diversity

The City of Pontiac want to ensure diversity, inclusion, and equity is established in the vendor onboarding process. Please check the appropriate box if your business is at least 51% owned or controlled by any of the following:

☐ Minority-Owned (MOB)

☒ Woman-Owned (WOB)

☐ LGBTQIA+

☐ Disabled Person(s) (DPOB)

☐ Veteran(s) (VOB)

☐ Pontiac-Based (PBB)

☐ Small Business Enterprises (SBE)

☐ Other (please indicate) _____

Please email a copy of the certification your business received for the above classification you indicated.

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 number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (as defined in IRS W-9 Form General Instructions); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

SIGN HERE	Signature of U.S. person ▶	Date ▶ 6/27/23
	Print Name ▶ Brad Byarski	Title ▶ COO



Premier Group Associates' Project and Technical Approach

Premier Group Associates, LC utilizes a project management platform, Buildertrend, for all projects. Since PGA has launched beta tests on a handful of projects, we have seen an immediate increase in client satisfaction. We believe this is a result of the ease of communication between PGA and clients within the platform allowing for real time updates on projects, scheduling, and budget tracking.

For this project, we believe Buildertrend will be an asset in submitting reports to the City of Pontiac - Ballfield Restoration Project Managers daily, as well as for Data Tracking during the entirety of the project, including uploading schedules, daily activity, and photographs. City of Pontiac o Project Managers would have access to a client portal in Buildertrend to view and provide feedback throughout project.

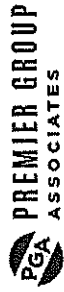
PGA has the capacity to immediately staff enough personnel to begin this project after receiving the Notice to Proceed/ Signed contract throughout the entirety of the project. We understand that the turnaround on this job is aggressive and are prepared and staffed to complete on time. We do require that we can begin on Monday July 10th and complete by the end of day July 14th. If there is a weather event, the aggressive timeline will not be met.

Upon notification of the project award, PGA will setup a kick-off meeting with the City of Pontiac Project Managers and PGA's team who will review the requirements, schedule, and expectations.

Ballfield Restoration*

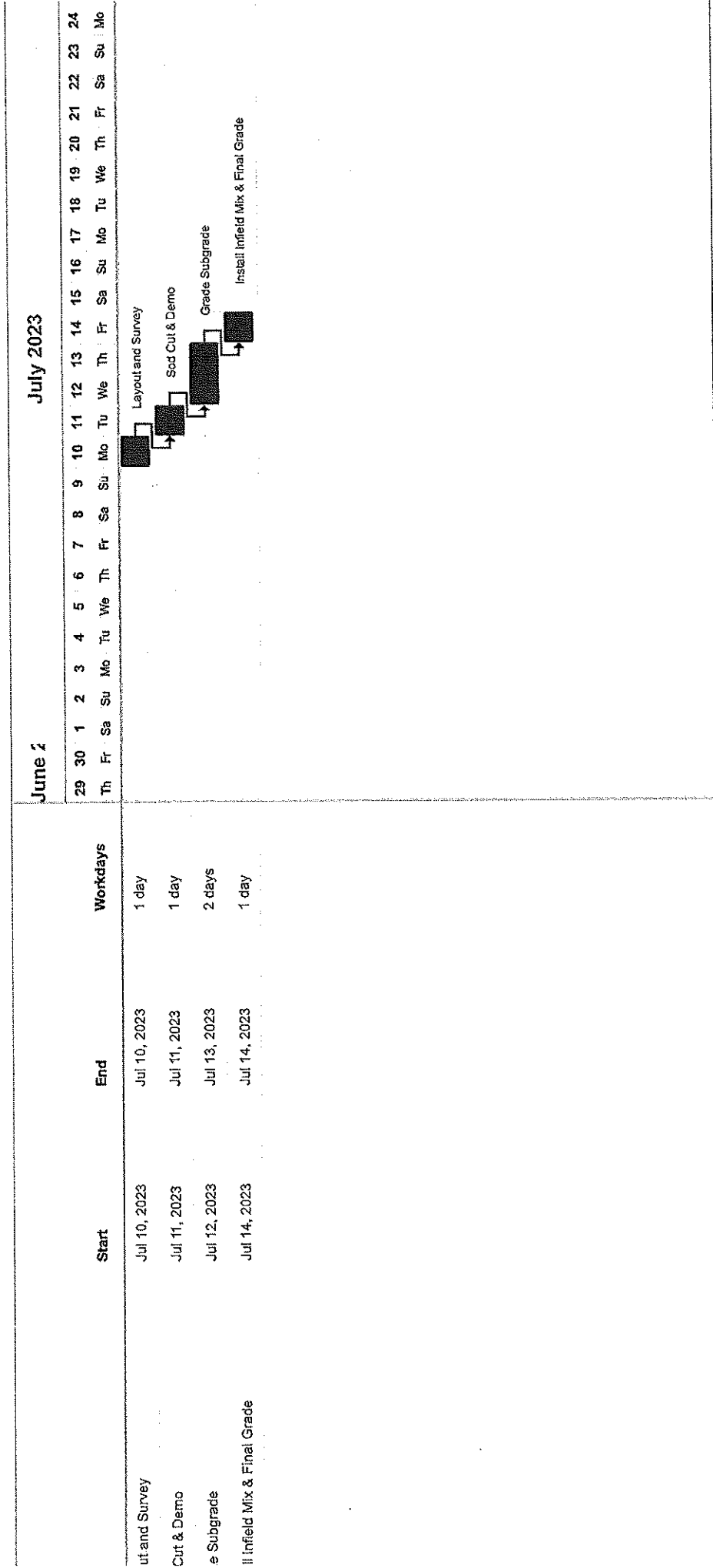
See Attached Gantt Chart for detailed schedule.

*Assuming no weather delays.



2221 Bellevue, Detroit, MI, Detroit, MI 48207 - 313-963-1700

Schedule - Gantt - City of Pontiac- Ballfield Restoration





Key Personnel

Premier Group Associates' team for this project will consist of the following key people. All have vast experience working on similar site work projects and PGA has all the necessary personnel and equipment to complete the project. *Please see attached resumes for more details on the Key Personnel.*

Cessario Torres, VP, Grounds Maintenance: Cessario Torres has over 25 years of experience working for PGA and affiliated companies. Given Cessario's tenure at PGA, he has experience working on all projects including athletic field installation and maintenance, landscaping services, snow removal, site renovations, park improvements and blight control. He is in charge of overseeing day-to-day operations of the Landscape Division but will be overseeing project management of the team for this project.

Mike Counsman, Operations Coordinator -Safety and Quality Control: Prior to PGA, Mike Counsman worked in Sales and Account Management in various industries. This experience has allowed Mike to bring a different approach to PGA from an operational standpoint. Mike has been with Premier Group Associates since 2017 working on Field Operations and maintaining the standard for Quality Control within PGA. Mike has completed the OSHA 30 Training for the Construction Industry (see attached) and performs internal safety trainings for our field employees. Mike performs quality checks on jobs and ensures all employees are following safety protocol on site and the equipment/machinery.

Brad Byarski, Chief Operating Officer: Brad Byarski has over 20 years of experience in construction and business management. His experience is vast and has proven to be valuable as PGA has expanded into new divisions. Brad has worked hands on with the field team since he joined PGA in 2017. Brad will oversee communication with clients and execution of the project.

Premier Group Executive Team

PGA's executive team has a combined 60 years' experience in the development and construction arena. Owning and developing real estate from raw land to finished project they have been involved in all aspects of the process. Having been the owner and builder PGA understands the delicate balance of budgets, design, and end product challenges. The Executive Team over sees all project through PGA's utilization of its project management software, Builder Trend. This allows real time reporting, and project tracking. The Executive Team will ensure the highest solutions are sought to ensure City of Pontiac meets its goals and budgets of the project.

BRAD BYARSKI

313-963-1700*BRAD@PGALC.COM

EXPERIENCE

2017 – PRESENT

CHIEF OPERATING OFFICER, PREMIER GROUP ASSOCIATES, LC

- Responsible day-to-day operations for all facets of PGA; landscaping, snow removal, construction, demo/blight, athletic fields.
- Orchestrate and develop Premier Group Associates' mission and values using well known entrepreneurial operation system to better improve company's vision.
- Oversee overall company operations including staff of 60+ employees, growth of 400% since 2017, field and office operations.
- Reorganize both physical and organizational structure of firm to increase efficiency and drive productivity for office and field teams.
- Instrumental in the growth and expansion from landscaping/snow removal into all facets that Premier Group Associates is affiliated with today.
- Establish relationships with clients, vendors, employees, and the Detroit community.
- Spearhead company plan for snow removal for over 40 sites, and deployment plans for all anticipated and unexpected winter weather.
- Hands on all final bids and proposals for costs, scheduling, methodology and more.

2001 – 2016

PARTNER AND MANAGER, TROWBRIDGE COMPANIES

- Management of over 300,000 square feet of commercial, industrial, and retail space in southeast Michigan and Illinois.
- Managed day-to-day operations establish annual goals and implement, budgeting, leasing, tenant retention, collections, loan renewal and property maintenance.
- Identify and assemble properties targeted for new development and growth of portfolio and assets for disposition.
- Handled seller negotiations, municipal entitlements, permitting, budgeting loan proposals and oversaw construction of new acquisitions.
- Managed leasing or sales start up for all new projects.
- Managed over 300 units of mobile homes, including collections, asset acquisitions, budgeting, establishing short- and long-term growth plans and overall performance of assets.
- Spearheaded residential home building unit, including sales team, construction team and accounting department.

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1994 – 2001

VICE PRESIDENT, PARTNER, REMTECH ENVIRONMENTAL

- Started environmental cleanup company with founder.
- Managed all on site construction as well as completed all billings to State for reimbursement.
- Transitioned RemTech from a contracting company into a consulting and real estate firm. Facilitated multiple real estate transactions for McDonald's restaurants, lenders, local car dealerships, and real estate companies.
- Interacted with municipalities for site plan approval, Brownfield Grants, and tax credits.
- Acquired multiple assets that were remedied and sold as clean parcels of land.
- Purchased and operated 26-acre Truck Stop (Oasis; Heartland, MI).

EDUCATION

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APRIL 2003

MARKETING MANAGEMENT, NORTHWOOD UNIVERSITY

Minor in Automotive Marketing Management

CERTIFICATIONS AND SPECIALIZED TRAININGS

- Urban Land Institute
 - Density by Design
 - Rebuilding Neighborhood Retail
- Urban Land Institute Development Handbook Series
 - Residential Development Handbook
 - Mixed Use Development Handbook

SKILLS

- | | |
|------------------------|----------------------------|
| • Forecasting | • Performance Driven |
| • Staff Accountability | • Creative Problem Solving |
| • Strategic Visionary | • Decision Making |

CESSARIO TORRES

313-790-1265* CESSARIO@PGALC.COM

EXPERIENCE

JANUARY 2007 – PRESENT

VP, DIRECTOR OF ESTIMATING AND GRASS MAINTENANCE, PREMIER GROUP ASSOCIATES, LC

- Identify labor, material, and time requirements by visiting sites, studying scopes, blueprints, and related documents.
- Compute costs by analyzing labor, material, and time requirements.
- Meets maintenance financial standards by providing annual budget information; monitoring expenditures; identifying variance; implementing corrective action.
- Evaluates functionality and reliability of facility systems and associated equipment by conferring with operating departments, identifying problems and requirements.
- MDARD Applicator.
- Supervises team of 40 landscaping employees and 30 snow employees.
- Manages Tree Division, planting & removals

2000 – 2026

SUPERVISOR, CITY MAINTENANCE

- Oversaw groundskeeping for multiple golf courses properties across Southeastern Michigan including, Inkster Valley, Warren Valley and Royal Oak Golf Course.
- Managed all facets of golf course grounds maintenance.
- Improved function and reliability of facility systems and equipment.
- Maintained safe work environment by following standards and improving processes to be cost effective without sacrificing quality or performance

EDUCATION

WESTERN INTERANATIONAL HIGH SCHOOL

Detroit, MI

SKILLS

- Project Management
- Turf Maintenance
- Golf Course Greens Management
- BuilderTrend
- Strategic Planning
- Client Relationships
- Team Oriented
- Job Estimating

LICENSES

MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Commercial Pesticide Applicator Expires 12/31/2025.

OSHA 10



PREMIER GROUP ASSOCIATES

2221 Bellevue St., Detroit, MI 48207

P: 313-963-10 • F: 313-963-0101

Premier Group Associates, LC has been serving municipalities, commercial customers, schools, residential and utility companies for over 15 years. We are a full-service provider of property maintenance including all grounds (landscape, snow removal, garden beds, etc), site construction (including demolition, blight removal), and real-estate development. Our customers rely on us to provide turnkey solutions to their property maintenance needs. We are committed to beautifying communities within the state of Michigan.

EXPERIENCE

HYPE ATHLETICS

Athletic field installation on Belle Isle. Design and constructions/Installation of a Cricket Pitch and Sand Volleyball Court in the athletic Center. Work included layout, grading, excavate sand pits, installation of topsoil and seed and restore the field.

Contracts:

- Athletic Construction \$31,800 | 2022
- Contact Information:
 - Name: Ali Sayed Title: Director
 - Phone Number: Email: asayed@hypeathletics.org

ROCHESTER COMMUNITY SCHOOLS

Reconditioning Athletic fields for 8 Rochester Community Schools. Work included refurbishing soccer, baseball, softball fields, and repair to warning tracks. Athletic reconditioning included removing overgrown grass, weeds, and large stones from playing surface, installing new sod cut fields, topsoil, seed, installing field numbers, renovations of baseball infields, delivering & adding baseball diamond dust & clay conditioner, installing pitch & mounds, & repairing warning track.

- Contracts:
 - Reconditioning Fields: \$96,000 | 2019-2020
- Contact Information:
 - Name: Pete Muscio Title: Director, Capital Programs & Facilities
 - Phone Number: 248-726-3150 Email: PMuscio@rochester.12k.mi.us

ADVANCE TECH ACADEMY

Engineered plans for two practice football fields. Removal of concrete from front and back parking lot. Dirt excavation and lowering of existing manholes. Installation of irrigation system.

- Contracts:
 - Practice Football Field: \$173 K | 2020
- Contact Information:
 - Name: Steve Quinlan Title: Director of Institutional Advancement
 - Phone Number: 734-635-5896 Email: Squinlan@myatafordpas.org

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CITY OF DETROIT PARKS & RECREATION DEPARTMENT

Routine ground maintenance, trimming of shrubs, trees and plants, boulder placement and fence removal, removal of downed trees and on call basis for fallen tree removal, construction and maintenance of multi-sport soccer hubs in 5 parks, maintenance of athletic fields. Installation of pavilions and playgrounds.

- Contracts:
 - Spirit Plaza (#600223&): \$272,000 | 2020
 - Jayne Field (#6002288): \$1.1 M | 2019 – Present
 - O’Hair Park (#6002292): \$1.1 M | 2019 – 2020
 - Rouge Park (#6002172): \$300 K | 2019 – 2020
 - Tolan Park (#6002026): \$246,000 | 2019 – 2020
 - Soccer Hubs (#60001576): \$2.2 M | 2018 – 2020
- Contact Information:
 - Name: Tim Karl Title: Chief of Landscape Architecture
 - Phone Number: 313-224-1100 Email: TKarl@detroitmi.gov

ABOUT US

RESPONSIVE, RESOURCEFUL, RELIABLE

We understand our clients’ needs and prioritize them above all else. Given the nature of our business - with many of our clients functioning 24/7 – our job is to make ourselves available. Through a highly efficient management system, we can guarantee timely, quality services and seamless communication across divisions. Our leadership and employees’ diverse professional backgrounds and trade skillsets promote effective problem solving. Our team is dedicated to you from the moment we receive a request for proposal, kicking off the project to walking the final punch list. Our goal is to ensure complete satisfaction for every project we take on.

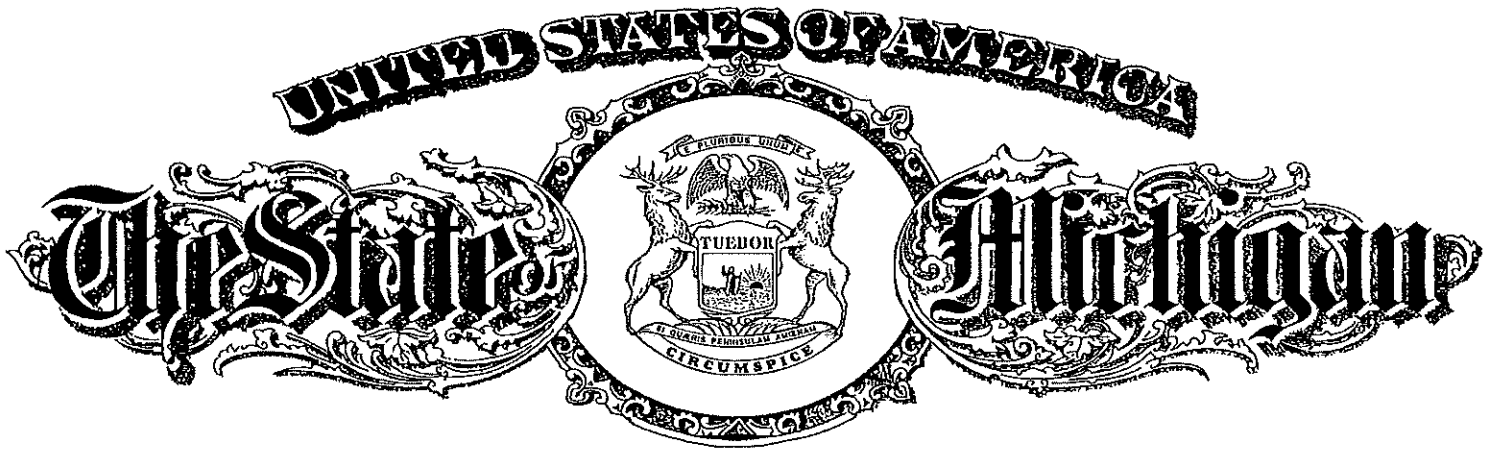
OUR TEAM

Field – Our field team is responsible for mowing, edging, weeding and trimming occupied and vacant properties for commercial, residential and government properties. This group is responsible for planting flowers, trees and other green items. Installation includes pavers, mulch, planting beds, and playground areas. Our field team is on call for emergency services such as fallen trees or debris removal. Each maintenance team is led by a Crew Leader of at least five years of experience.

Leadership – Our leadership team brings decades of expertise to all facets of Premier Group Associates. From the foundation of our company - lawn care and snow removal experience, to where we stand today – a one-stop shop for all your property service need.

SERVICES

- Landscape and Grounds Maintenance
- Tree Removal & Stump Grinding
- Tree Planting
- Snow Removal
- Construction
- Site Work and Restoration
- Emergency Board Up & Restoration
- City Parks & Playground Renovations
- Athletic Field Maintenance
- Facility Maintenance
- Demolitions
- Asbestos Removal
- Residential & Commercial Renovations
- Concrete & Asphalt Repairs
- Fertilization



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

PREMIER GROUP ASSOCIATES, LC

was validly authorized on August 7, 2007, as a Michigan
DOMESTIC LIMITED LIABILITY COMPANY
and said limited liability company is validly in existence under the laws of this state and has satisfied its
annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is
in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 23010465401

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 24th day of January, 2023.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Wayne County Human Relations Certifications



This certifies that **Premier Group Associates, LC**

[[Street Line 1 (* Premier Group Associates, LC)]]

[[City/Town (* Premier Group Associates, LC)]], [[State/Province (* Premier Group Associates, LC)]]

Postal Code (* Premier Group Associates, LC)]]

Has complied with all the requirements of the Wayne County Business Certification Program. This firm is hereby eligible to participate in Wayne County's procurement process utilizing the Equalization Credits for the following programs and/or has established compliance with Wayne County's Fair Employment Practices Resolution.

(Listed under the Certification Medallion is the date through which your Certification/Registration is valid.)



10/3/2025



5/27/2024



10/3/2025

M/WBE Registered through: 10/3/2025

Victoria I. Edwards

Victoria I. Edwards, Director

Warren C. Evans

Warren C. Evans, County Executive



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Premier Group Associates LC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: August 31, 2012

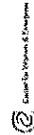
Expiration Date: August 31, 2023

WBENC National Certification Number: 2005120872

Great Lakes
Women's
Business
COUNCIL

Authorized by Michelle Richards, President
Great Lakes Women's Business Council

NAICS: 561210, 236220, 531312, 561720, 561730
UNSPSC: 30121803, 30221013, 70111703, 72000000, 72101703, 72102902, 72102903, 72141510, 72153100, 72153103, 72153106, 76110000



WBENC FLORIDA
WOMEN'S BUSINESS COUNCIL
FLORIDA



GREATER
WOMEN'S
BUSINESS
COUNCIL



WBENC METRO
WOMEN'S BUSINESS COUNCIL
METRO

WBENC TEXAS
WOMEN'S BUSINESS COUNCIL
TEXAS



WBENC EAST
WOMEN'S BUSINESS COUNCIL
EAST

WBENC ORV
WOMEN'S BUSINESS COUNCIL
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WBENC PACIFIC
WOMEN'S BUSINESS COUNCIL
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WBENC SOUTH
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WBENC WEST
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WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES, SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Premier Group Associates LC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Elizabeth Belenky-Housey
NAICS: 561210, 236220, 531312, 561720, 561730 UNSPSC: 30121803, 30221013, 70111703, 72000000, 72101703, 72102902, 72102903, 72141510, 72153100, 72153103, 72153106, 76110000
Certification Number: WOSB190419
Renewal Date: August 31, 2023
WOSB Regulation Expiration Date: 8/31/2023

Great Lakes
Women's

Business
COUNCIL

Michelle Richards, Great Lakes Women's
Business Council President

Pamela Prince-Easton, WBENC President & CEO

Lakesha White, Vice President, Certification



P.O. Box 465
2920 Enloe St, Ste 103
Hudson, WI 54016

June 20, 2022

Re: PREMIER GROUP ASSOCIATES, LC bonding capacity

To Whom It May Concern:

Please be advised that J. Ryan Bonding is authorized by Granite Re, Inc. to issue fidelity and surety bonds for Premier Group Associates, LC. In our opinion, this company continues to be properly financed, well-equipped, and capably managed. This continues to be a highly regarded client relationship.

We are willing to favorably consider executing surety bonds for single contracts up to \$3,000,000 within a \$6,000,000 bonded aggregate work program. **Larger contracts will also be considered on a case-by-case basis.**

Please understand that any arrangement for surety credit is a matter between the contractor and the surety and we assume no liability to any third parties. We reserve the right to perform normal underwriting at the time of any specific bond request, including without limitation, prior review and approval of relevant contract documents, and required bond forms. As such, this letter is not to be construed as an agreement to provide surety bonds for any particular project; but rather, it is offered as an indication of our confidence in this particular client and its management team. Any specific requests for bonds will be underwritten by Granite Re, Inc. on their own respective merits.

Granite Re, Inc. (NAIC #26310) is corporate surety which is a wholly owned subsidiary of Federated Mutual Insurance Company. The company has an A.M. Best Financial Strength Rating of "A+ Superior" and is categorized by A.M Best Company as belonging to the "XV - \$2 Billion or greater" Financial Size Category. Granite Re, Inc. appears in the Federal Treasury Register (Dept. Circular 570), and is licensed to do business in (48) U.S. States, including the State of Michigan.

If you have any questions, please contact me at 616-425-2232.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kory Mortel', with a long horizontal line extending to the right.

Kory Mortel
J. Ryan Bonding, Inc.
Attorney-in-fact for Granite Re, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STERLING INSURANCE GROUP 13900 Lakeside Circle Sterling Heights MI 48313-1318		CONTACT NAME: Wayne Foster PHONE (A/C, No, Ext): (586) 323-5700 FAX (A/C, No): (586) 323-5703 E-MAIL ADDRESS: wfoster@sterlingagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Amerisure Mutual Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL225228152

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPP211197702	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000	
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
			MED EXP (Any one person) \$ 10,000					
			PERSONAL & ADV INJURY \$ 1,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA21119760201	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
			BODILY INJURY (Per person) \$					
			BODILY INJURY (Per accident) \$					
			PROPERTY DAMAGE (Per accident) \$					
							Underinsured motorist \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CU21119780202	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 4,000,000	
			AGGREGATE \$ 4,000,000					
			\$					
	DED \$ RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WC211198302	05/01/2022	05/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			E.L. EACH ACCIDENT \$ 1,000,000					
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Michigan Department of Agriculture & Rural Development
Pesticide and Plant Pest Management Division
Pesticide Application Business License

License No: 820389
Issue Date: 02/09/2023
Expiration: 12/31/2023

Issued To:
PREMIER GROUP ASSOCIATES LC

535 GRISWOLD ST STE 1420
DETROIT, MI 48226-

3A, 6

Mailing Address:
PREMIER GROUP ASSOCIATES LC

2221 BELLEVUE ST
DETROIT, MI 48207-

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PAB

KATHLEEN ANGERER

Acting Director of
Agriculture

#14

RESOLUTION

CITY OF PONTIAC
Oakland County, Michigan

JOINT RESOLUTION TO PROCEED IN CLOSED SESSION

RESOLUTION # _____

Minutes of a regular meeting of the City Council for the City of Pontiac, held City Hall, 47450 Woodward Ave, Pontiac, MI on August 15, 2023 at 6:00 p.m., local time.

The following resolution was offered by Council member _____ and supported by Council member: _____:

WHEREAS, the City Council seeks to adjourn into closed session for the following reasons, this Resolution is hereby considered:

1. Under MCL 15.268(e), to consult with legal counsel regarding trial or settlement strategy in connection with Oakland County Circuit Court Case No. 2022-197361-CH (Vanguard Equity Management, LLC v. City of Pontiac); and
2. Under MCL 15.268(e) to consult with legal counsel regarding trial or settlement strategy in connection with and Oakland County Circuit Court Case No. 2022-197432-CH (Robert Mitchell v. City of Pontiac); and
2. Under MCL 15.268 (h) to discuss a written legal opinion regarding negotiations to modify the settlement agreement between the city of Pontiac and the City of Pontiac Retired Employees Association (CPREA) in federal case #2:12-CV-12830; and
3. Under MCL 15.268(h) to discuss a written legal opinion regarding the marihuana referendum and initiative process; and

WHEREAS the Michigan Open Meetings Act Section 8(e) provides that a public body may consult with its attorney in closed session regarding trial or settlement strategy in connection with specific pending litigation, if such discussions would have a detrimental financial effect on the public body; and

WHEREAS, the Michigan Open Meetings Act Section 8(h) provides that a public body may meet in Closed Session to consider an attorney-client privileged legal opinion, being material exempt from discussion or disclosure by state or federal statute.

NOW THEREFOR BE IT RESOLVED, the City Council will proceed in Closed Session pursuant to Section 8(h) and 8(e) of the Open Meetings Act, MCL 15.268 to discuss pending litigation and to review and discuss confidential attorney-client legal opinions as described herein.

YEAS: Council Members _____

NAYS: Council Members_____

ABSTAIN: Council Members_____

RESOLUTION DECLARED ADOPTED.

Garland Doyle, Clerk
City of Pontiac