



**PONTIAC CITY COUNCIL
FORMAL MEETING
June 15, 2017
6:00 p.m.
193rd Session of the 9th Council**

It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization for excused absences for councilmembers

Amendments to and approve of the agenda

Approval of the Minutes

1. June 6, 2017 and June 8, 2017.

Closed Session

2. Resolution to go into Closed Session.
3. Resolution Sharon Buck vs. the City of Pontiac.

Public Hearing

4. An ordinance to amend various sections of Chapter 22, Article VI of the City of Pontiac Code of Ordinance.

Ordinance

5. Request to approve final reading of the ordinance to amend various sections of Chapter 22, Article VI of the City of Pontiac Code of Ordinances.
6. Request to approve an ordinance to provide limited increase in pension systems for certain members of The General Employee Retirement System.

Deputy Mayor Report or Department Heads

Recognition of Elected Officials

Agenda Address

AGENDA ITEMS FOR CITY COUNCIL CONSIDERATION

7. Request for approval of New Resort Class C License.
8. Request to approve MDOT Resolution-Form 2207B.
9. Request to approve MDNR Grant Extension for Acquisition of North Spur.
10. Request to accept bid for the 2017 Street Light Maintenance.

11. Request to schedule a Public Hearing for the Michigan motion Pictures Studios, LLC request to establish a plant rehabilitation district.
12. Request to amend resolution to establish a plant rehabilitation district for parcels 14-33-435-05, 14-33-435-17 and 14-33-433-042 for Denek Contracting.
13. Request for approval of the purchase for Microsoft Office.
14. Request for approval of workers compensation and liability insurance renewal.
15. Request for resolution to adopt the City of Pontiac Emergency operations Support Plan.
16. Request for extend: Professional Services Agreement, Addendum F, Amendments to a Professional Services Agreement between the City of Pontiac and Wade trim Associates, Inc.

Public Comment

Mayor, Clerk, City Attorney, Council Closing Comments

Adjournment

June 6, 2017

**Official Proceedings
Pontiac City Council
190th Session of the Ninth Council**

A Special Budget Study Session Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, June 6, 2017 at 6:00 P.M. by President Patrice Waterman.

Call to Order at 6:00 P.M.

Roll Call

Members Present: Carter, Taylor-Burks, Waterman, Williams and Woodward.

Members Absent: Holland and Pietila

Mayor Waterman was absent.

Clerk announced a quorum.

17-172 **Excuse Councilperson Holland and Pietila for personal reasons.** Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Waterman, Williams, Woodward and Carter.

No: None

Motion Carried.

17-173 **Approval of the Agenda** Moved by Councilperson Woodward and supported Councilperson Taylor-Burks.

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

No: None

Motion Carried.

One individual addressed the body for public comment.

Finance Director Mr. Nazarko started his presentation on the FY 2017-2018 budget. During his presentation several council members added information and asked questions concerning the budget.

Councilperson Mary Pietila arrived at 6:01 p.m.

Councilperson Mark Holland arrived at 7:03 p.m.

Councilperson Don Woodward left the meeting at 7:33 p.m.

President Patrice Waterman adjourned the meeting at 8:30 p.m.

SHERIKIA L.HAWKINS
CITY CLERK

June 8, 2017

**Official Proceedings
Pontiac City Council
191th Session of the Ninth Council**

A Regular Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, June 8, 2017 at 6:00 P.M. by President Patrice Waterman.

Call to Order at 6:00 P.M.

Roll Call

Members Present: Carter, Holland, Pietila, Taylor-Burks, Waterman, Williams and Woodward.

Members Absent: None

Mayor Waterman was present.

Clerk announced a quorum.

17-174 **Approval of the Agenda** Moved by Councilperson Pietila and supported Councilperson Taylor-Burks.

Ayes: Holland, Pietila, Taylor-Burks, Waterman, Williams, Woodward, and Carter.

No: None

Motion Carried.

17-175 **Journal of June 1, 2017.** Moved by Councilperson Taylor-Burks and supported by Councilperson Pietila.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland.

No: None

Motion Carried.

17-176 **Motion to move agenda item # 5 before item #4.** Moved by Council person Williams and supported by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland.

No: None

Motion Carried.

Twenty-six individuals addressed the body during public comment.

Public Hearing was opened up at 8:28 p.m.

Renee Beckley, 95 Crescent Drive Pontiac, MI, stated the taxes rates should be at a rate that the residents can afford. She further stated she is against any increase in taxes.

Christopher Northcross, 168 Astorwood Street Pontiac, MI, he stated that the Wisner lease was offering a five year lease at \$30,000 and this was a newly renovated building. He went in depth on the Lee Industries Offer. He said this was a turnkey type of building.

Linda Hasson, 1075 Williamson Pontiac, MI, stated in the budget is what taxes to levy. She would like the council to make a motion to secure the building and work out the details and that would should that

June 8, 2017

people are really working. She spoke of the budget study session and she is concerned she didn't have access to the budget. She stated was Tony Saunders in your budget. She would like her questions answered.

Dr. Deirdre Waterman, Mayor, 312 Ottawa Drive Pontiac, MI stated we are considering the budget for the next year also to levy the mileage. She would like us to remember what we promised the children. She stated they have brought a site.

Mattie Hatchett, 135 Perkins Pontiac, MI would like to raise a questions, could the youth mileage transfer could part of that money be used to start youth program during the summer and hire a qualified youth director. She stated she didn't see the New Birth International on the comparison sheet of facilities.

Tameka Ramsey 1977 Elmhurst Circle Lake Orion, MI stated that there is surplus and we are bragging about money in the bank and we have many needs that are not being met. She stated consider bringing back social services for the city. She stated some line items that need to be address before we start using money for other items.

Benjamin Anderson 21 Wenonah Pontiac, MI, he stated he wanted to remind the council that this millage was approved by the citizens of Pontiac. He stated is would be difficult to ask the citizens for this again next year. He said give serious consideration to you vote.

Yvette Carson, 900 MLK King Jr. Blvd. Pontiac, MI, she stated she didn't own a home, but she is speaking on the taxes. She said the kids are priceless. She wants the money to be spent on the kids and the roads. Money is not an object when it comes to the kids.

Irene Wright, 494 Nebraska Pontiac, MI, she stated she had a couple of questions, Whether or not all the funds for the youth millage have to be encumbered at once. How did we make the decision that some of the kids are in close proximity? A component this is lacking is mental health with the youth millage.

Troy Craft 78 N Ardmore Pontiac, MI stated when the sites were decided, look at the sites and smaller gyms are not at the standard size with seating. He stated we need to put our heads together and work on something for the youth.

Billie Swazer 1619 Marshbank Pontiac, MI stated she had the 16 page presentation. She would like to know why we are repairing the CenterPoint turnaround. She is glad we are repairing Opdyke and Orchard Lake. She is requesting that we fix Baldwin Avenue.

Craig Jefferson 130 Mark Street Pontiac, MI would like to ask that the residents take the time out and read the proposed budget. He stated we should hold the elected officials accountable. He stated we need to look at the possibility of building our own facility.

Kerry Tolbert 25 W. Strathmore Pontiac, MI stated he looked over the budget very carefully and he has a lot of questions. He stated we can use our schools.

Public Hearing was closed at 8:59 p.m.

President Waterman recessed the meeting at 8:59 p.m.

Meeting reconvened at 9:09 p.m.

June 8, 2017

17-177 **Resolution for the position of Election Specialist.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

Be it Resolved that the Pontiac City Council increases the salary of the Election Specialist \$5,000 effective July 1, 2017.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland.

No: None

Resolution Adopted.

17-178 **Resolution for the position of the City Clerk.** Moved by Councilperson Taylor-Burks and supported by Councilperson Woodward.

Be it Resolved that the Pontiac City Council increases the salary of the City Clerk \$5,000 effective July 1, 2017.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland.

No: None

Resolution Adopted.

17-179 **Resolution for the position of the Cable Director.** Moved by Councilperson Taylor-Burks and supported by Councilperson Woodward.

Be it Resolved that the Pontiac City Council increases the salary of the Cable Director \$5,000 effective July 1, 2017.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland.

No: None

Resolution Adopted.

17-180 **Motion to increase function of General Government \$10,538 in the FY 2017-2018 budget.** Moved by Councilperson Pietila and supported by Councilperson Woodward.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland.

No: None

Motion Adopted.

17-181 **Motion to increase Cable Fund by \$4,962 in the FY 2017-2018 budget.** Moved by Councilperson Williams and supported by Councilperson Woodward.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland.

No: None

Motion Adopted.

June 8, 2017

17-182 **Motion to decrease function of Youth Recreation Fund by \$1,523,373.** Moved by Councilperson Williams and supported by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, and Holland.

No: Carter

Motion Adopted.

17-183 **Motion to delete 1.5000 youth center language in Section 3 of the budget ordinance.** Moved by Councilperson Williams and supported by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, and Holland.

No: Carter

Motion Adopted.

17-184 **Motion to reduce transfer in to fund 208 by \$600,000.** Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland.

No: None

Motion Adopted.

17-185 **Motion to reduce the transfer out and other uses to \$3,964,563 for FY 2017-2018.** Moved by Councilperson Taylor-Burks and supported by Councilperson Woodward.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland.

No: None

Motion Adopted.

17-186 **Resolution to adopt the approval of the 2017-2018 General Appropriations Act with changes.** Moved by Councilperson Williams and supported by Councilperson Taylor-Burks.

Budget Ordinance

Ordinance No. 2344

An Ordinance to appropriate the sums of money necessary to meet the expenditures set forth in the budget recommended for the operation of the City of Pontiac, Michigan; to defray the debts, expenditures, and liabilities of said City for the fiscal year beginning the first day of July, 2017; to adopt the fee schedule for public records and services for the fiscal year 2017/18.

Whereas, the proposed General Appropriations Act is required to be effective July 1, 2017 so the City can legally operate.

The City of Pontiac Ordains:

Section 1. Title.

This ordinance shall be known as the City of Pontiac 2017-2018 General Appropriations Act.

June 8, 2017

Section 2. Public Hearing on the Budget.

Pursuant to MCLA 141.412 and .413, notice of a public hearing on the proposed budget was published in The Oakland Press, a newspaper of general circulation on Wednesday, May 31, 2017 and a public hearing on the proposed budget was held on Thursday, June 8, 2017.

Section 3. Millage Levy, Administration Fee, and Penalties.

The City Council for the City of Pontiac shall authorize the following millages to be levied and collected on the general property tax of all real and personal property within the City upon the current tax roll an allocated millage of 11.2737 operating; 1.4091 capital improvement; 2.8183 sanitation; .5000 senior services. The City Treasurer is hereby authorized to impose a one percent (1%) property tax administration fee for all property taxes due, And a late penalty charge when applicable, in conformance with Section 44 of Public Act 206 of 1893.

Section 4. Adoption of budget by Function.

The City Council of the City of Pontiac received a three-year budget for 2017-18, 2018-19 and 2019-20 fiscal years. The City Council of the City of Pontiac adopts the 2017-2018 fiscal year budgets for the various funds by function. City officials responsible for the expenditures authorized in the budget may expend City funds up to, but not to exceed, the total appropriation authorized for each function.

Section 5. Payment of Bills.

Pursuant to the Local Financial Stability and Choice Act and the Accounting Procedures Manual for Local Governments in Michigan, all claims (bills) against the City shall be, approved by the Finance Director of the City of Pontiac prior to being paid.

Section 6: Budgeted Revenues and Expenditures--Estimated total revenues and expenditures, including transfers in and out and other sources, for the various funds of the City of Pontiac beginning July 1, 2017 are:

Section 7. Specific Appropriations.

There are no specific appropriations contained in the budget.

Section 8. Periodic Financial Reports.

The Finance Director shall provide the Mayor and City Council financial reports on a monthly basis.

Section 9. Budget Monitoring and Amending.

Whenever it appears to the Mayor that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures will exceed an appropriation upon which appropriations from such fund were based, the Mayor shall present to the Finance Director recommendations to prevent expenditures from exceeding available revenues or appropriations for the fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues or both. The Finance Director is hereby authorized to amend accounts within functions in a fund and among functions in a fund during the fiscal year provided that such amendments do not change the total

June 8, 2017

revenues or total expenditures for the fund as approved by the City Council, including transfers in and out. If the total revenues or the total expenditures, including transfers in and out and other sources and uses within a single fund must be changed, then the Mayor and Finance Director shall present such amendment to the City Council for approval.

Section 10. Severability.

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

Section 11. Repealer.

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

Section 12. Publication.

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

Section 13. Emergency Declaration and Effective Date.

This Ordinance is declared an emergency to allow the City to legally spend money after July 1, 2017 and shall be effective immediately upon adoption and approval by the Transition Advisory Board.

 With revenue and expenditures categorized by function as herein provided:

<u>Fund Number</u>	<u>Fund</u>		<u>Revenues</u>		<u>Expenditures</u>
101	General	\$	34,909,411	\$	37,355,513
202	Major Streets	\$	6,119,620	\$	7,821,767
203	Local Streets	\$	3,435,290	\$	5,142,427
208	Youth Recreation Millage	\$	400,000	\$	400,000
209	Cemetery Care Fund	\$	100,000	\$	132,635
212	Senior Activities Millage	\$	318,265	\$	338,981
213	Chapter 20 Drains Debt Service	\$	-	\$	37,888
226	Sanitation Fund	\$	3,406,474	\$	4,034,334
231	Cable Fund	\$	172,500	\$	875,765
239	TIFA District 2	\$	376,319	\$	739,638
240	TIFA District 3	\$	1,963,644	\$	2,635,639
243	Brownfield Redeveloping Auth	\$	33,676	\$	33,676
249	Building Department	\$	2,071,950	\$	2,071,950
252	CDBG FY2012 Fund	\$	-	\$	6,335
263	Home Buyers Assistance Fund	\$	-	\$	3,638
265	Drug Enforcement	\$	62,500	\$	62,263
276	District Court	\$	3,294,894	\$	3,294,894
280	Public Act 48	\$	200,000	\$	200,000
445	Capital Improvement	\$	860,155	\$	3,109,453
585	Parking	\$	45,500	\$	720,255
659	Insurance	\$	5,684,491	\$	9,002,896
677	Self-Insurance Wk Comp	\$	399,362	\$	399,362

General Fund - 101		
ESTIMATED REVENUES		
Property Taxes		7,761,884
Income Taxes		13,009,008
Licenses and Permits		225,000
Federal Grants		101,000
State Grants		9,587,142
Charges for Services		1,275,985
Fines and Forfeits		104,000
Interest and Rents		246,000
Other Revenue		2,379,392
Transfers In and Other Uses		220,000
	TOTAL ESTIMATED REVENUES	34,909,411
APPROPRIATIONS		
General Government		4,895,199
Public Safety		19,420,651
Public Works		1,873,819
Health and Welfare		150,000
Community and Economic Development		2,686,967
Recreation and Culture		701,757
Other Functions		3,662,557
Transfers Out and Other Uses		3,964,563
	TOTAL APPROPRIATIONS	37,355,513
General Fund		
NET OF REVENUES/APPROPRIATIONS		(2,446,102)
Estimated Beginning Fund Balance		13,700,769
Estimated Ending Fund Balance		11,254,667

<u>Major Street Fund - 202</u>	
ESTIMATED REVENUES	
State Grants	4,599,620
Interest and Rents	20,000
Transfers In and Other Uses	1,500,000
TOTAL ESTIMATED REVENUES	6,119,620
APPROPRIATIONS	
Public Works	7,350,767
Transfers Out and Other Uses	471,000
TOTAL APPROPRIATIONS	7,821,767
Major Street Fund	
NET OF REVENUES/APPROPRIATIONS	(1,702,147)
Estimated Beginning Fund Balance	2,681,526
Estimated Ending Fund Balance	979,379

<u>Local Street Fund - 203</u>	
ESTIMATED REVENUES	
State Grants	1,401,790
Interest and Rents	12,500
Transfers In and Other Uses	2,021,000
TOTAL ESTIMATED REVENUES	3,435,290
APPROPRIATIONS	
Public Works	5,142,427
TOTAL APPROPRIATIONS	5,142,427
Local Street Fund	
NET OF REVENUES/APPROPRIATIONS	(1,707,137)
Estimated Beginning Fund Balance	3,538,537
Estimated Ending Fund Balance	1,831,400

<u>Youth Recreation Millage Fund - 208</u>	
ESTIMATED REVENUES	
Transfers In and Other Uses	400,000
TOTAL ESTIMATED REVENUES	400,000
APPROPRIATIONS	
Recreation and Culture	400,000
TOTAL APPROPRIATIONS	400,000
<u>Recreation Millage Fund</u>	
NET OF REVENUES/APPROPRIATIONS	-
Estimated Beginning Fund Balance	-
Estimated Ending Fund Balance	-

<u>Cemetery Care Fund - 209</u>	
ESTIMATED REVENUES	
Transfers In and Other Uses	100,000
TOTAL ESTIMATED REVENUES	100,000
APPROPRIATIONS	
General Government	132,635
TOTAL APPROPRIATIONS	132,635
<u>Cemetery Care Fund</u>	
NET OF REVENUES/APPROPRIATIONS	(32,635)
Estimated Beginning Fund Balance	175,000
Estimated Ending Fund Balance	142,365

<u>Senior Activities - 212</u>	
ESTIMATED REVENUES	
Property Taxes	300,765
Interest and Rents	17,500
TOTAL ESTIMATED REVENUES	318,265
APPROPRIATIONS	
Recreation and Culture	338,981
TOTAL APPROPRIATIONS	338,981
<u>Senior Activities</u>	
NET OF REVENUES/APPROPRIATIONS	(20,716)
Estimated Beginning Fund Balance	512,158
Estimated Ending Fund Balance	491,442

<u>Chapter 20 Drain Fund - 213</u>		
ESTIMATED REVENUES		
	TOTAL ESTIMATED REVENUES	-
APPROPRIATIONS		
	Public Works	37,888
	TOTAL APPROPRIATIONS	37,888
Chapter 20 Drain Fund		
	NET OF REVENUES/APPROPRIATIONS	(37,888)
	Estimated Beginning Fund Balance	37,888
	Estimated Ending Fund Balance	-

<u>Sanitation Fund - 226</u>		
ESTIMATED REVENUES		
	Property Taxes	1,630,474
	Charges for Services	1,765,000
	Interest and Rents	11,000
	TOTAL ESTIMATED REVENUES	3,406,474
APPROPRIATIONS		
	Public Works	4,034,334
	TOTAL APPROPRIATIONS	4,034,334
Sanitation Fund		
	NET OF REVENUES/APPROPRIATIONS	(627,860)
	Estimated Beginning Fund Balance	5,521,000
	Estimated Ending Fund Balance	4,893,140

<u>Cable Revenue - 231</u>	
ESTIMATED REVENUES	
Charges for Services	170,000
Interest and Rents	2,500
TOTAL ESTIMATED REVENUES	172,500
APPROPRIATIONS	
General Government	875,765
TOTAL APPROPRIATIONS	875,765
Cable Revenue	
NET OF REVENUES/APPROPRIATIONS	(703,265)
Estimated Beginning Fund Balance	1,107,942
Estimated Ending Fund Balance	404,677

<u>Tax Increment Finance Authority District 2 - 239</u>	
ESTIMATED REVENUES	
Property Taxes	(25,000)
Charges for Services	38,000
Contribution from Primary Government	363,319
TOTAL ESTIMATED REVENUES	376,319
APPROPRIATIONS	
Debt Service & Financial Guarantee	739,638
TOTAL APPROPRIATIONS	739,638
Tax Increment Finance Authority District 2	
NET OF REVENUES/APPROPRIATIONS	(363,319)
Estimated Beginning Fund Balance	(2,226,515)
Estimated Ending Fund Balance	(2,589,834)

<u>Tax Increment Finance Authority District 3 - 240</u>		
ESTIMATED REVENUES		
Property Taxes		1,291,649
Contribution from Primary Government		671,995
TOTAL ESTIMATED REVENUES		1,963,644
APPROPRIATIONS		
Debt Service & Financial Guarantee		2,635,639
TOTAL APPROPRIATIONS		2,635,639
Tax Increment Finance Authority District 3		
NET OF REVENUES/APPROPRIATIONS		(671,995)
Estimated Beginning Fund Balance		(844,021)
Estimated Ending Fund Balance		(1,516,016)

<u>Brownfield Redevelopment Authority - 243</u>		
ESTIMATED REVENUES		
Property Taxes		33,676
TOTAL ESTIMATED REVENUES		33,676
APPROPRIATIONS		
Community and Economic Development		33,676
TOTAL APPROPRIATIONS		33,676
Brownfield Redevelopment Authority		
NET OF REVENUES/APPROPRIATIONS		-
Estimated Beginning Fund Balance		254,168
Estimated Ending Fund Balance		254,168

<u>Building Department Fund - 249</u>	
ESTIMATED REVENUES	
Licenses and Permits	2,011,700
Charges for Services	60,000
Interest and Rents	250
TOTAL ESTIMATED REVENUES	2,071,950
APPROPRIATIONS	
Public Safety	2,071,950
TOTAL APPROPRIATIONS	2,071,950
Building Department Fund	
NET OF REVENUES/APPROPRIATIONS	-
Estimated Beginning Fund Balance	219,211
Estimated Ending Fund Balance	219,211

<u>CDBG FY2012 Fund - 252</u>	
ESTIMATED REVENUES	
TOTAL ESTIMATED REVENUES	-
APPROPRIATIONS	
Community Development	6,335
TOTAL APPROPRIATIONS	6,335
CDBG FY2012 Fund	
NET OF REVENUES/APPROPRIATIONS	(6,335)
Estimated Beginning Fund Balance	6,335
Estimated Ending Fund Balance	-

<u>Home Buyers Assistance Fund - 263</u>	
ESTIMATED REVENUES	
TOTAL ESTIMATED REVENUES	-
APPROPRIATIONS	
Community Development	3,638
TOTAL APPROPRIATIONS	3,638
Home Buyers Assistance Fund	
NET OF REVENUES/APPROPRIATIONS	(3,638)
Estimated Beginning Fund Balance	3,638
Estimated Ending Fund Balance	-

<u>Drug Enforcement Fund - 265</u>	
ESTIMATED REVENUES	
Fines and Forfeits	52,000
Charges for Services	10,000
Interest and Rents	500
TOTAL ESTIMATED REVENUES	62,500
APPROPRIATIONS	
Public Safety	62,263
TOTAL APPROPRIATIONS	62,263
Drug Enforcement Fund	
NET OF REVENUES/APPROPRIATIONS	237
Estimated Beginning Fund Balance	216,576
Estimated Ending Fund Balance	216,813

<u>District Court - 276</u>	
ESTIMATED REVENUES	
Charges for Services	668,745
State Grants	182,896
Fines and Forfeits	1,027,090
Interest and Rents	1,600
Transfers In and Other Uses	1,414,563
TOTAL ESTIMATED REVENUES	3,294,894
APPROPRIATIONS	
General Government	3,274,894
Transfers Out and Other Uses	20,000
TOTAL APPROPRIATIONS	3,294,894
District Court	
NET OF REVENUES/APPROPRIATIONS	-
Estimated Beginning Fund Balance	-
Estimated Ending Fund Balance	-

<u>PA 48 - Telecommunications Fund - 280</u>	
ESTIMATED REVENUES	
State Grants	200,000
TOTAL ESTIMATED REVENUES	200,000
APPROPRIATIONS	
Transfers Out and Other Uses	200,000
TOTAL APPROPRIATIONS	200,000
PA 48 - Telecommunications Fund	
NET OF REVENUES/APPROPRIATIONS	-
Estimated Beginning Fund Balance	-
Estimated Ending Fund Balance	-

<u>Capital Improvement Fund - 445</u>	
ESTIMATED REVENUES	
Property Taxes	855,155
Interest and Rents	5,000
TOTAL ESTIMATED REVENUES	860,155
APPROPRIATIONS	
General Government	1,307,500
Public Safety	160,000
Public Works	641,953
Transfers Out and Other Uses	1,000,000
TOTAL APPROPRIATIONS	3,109,453
Capital Improvement Fund	
NET OF REVENUES/APPROPRIATIONS	(2,249,298)
Estimated Beginning Fund Balance	2,719,099
Estimated Ending Fund Balance	469,801

June 8, 2017

<u>Parking Fund - 585</u>	
ESTIMATED REVENUES	
Property Taxes	(1,500)
Charges for Services	30,000
Interest and Rents	17,000
TOTAL ESTIMATED REVENUES	45,500
APPROPRIATIONS	
Public Works	62,012
Recreation and Culture	658,243
TOTAL APPROPRIATIONS	720,255
Parking Fund	
NET OF REVENUES/APPROPRIATIONS	(674,755)
Estimated Beginning Net Position	15,048,334
Estimated Ending Net Position	14,373,579

<u>Insurance Fund - 659</u>	
ESTIMATED REVENUES	
Charges for Services	5,684,491
TOTAL ESTIMATED REVENUES	5,684,491
APPROPRIATIONS	
General Government	48,406
Other Functions	8,954,490
TOTAL APPROPRIATIONS	9,002,896
Insurance Fund	
NET OF REVENUES/APPROPRIATIONS	(3,318,405)
Estimated Beginning Fund Balance	3,438,414
Estimated Ending Fund Balance	120,009

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland.

No: None

Ordinance Adopted.

June 8, 2017

17-187 Request for approval of staff for the Youth Recreation Program. Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

Be it further resolved that the Pontiac City Council hereby approves the job description of Youth Recreation Manager and the salary range.

Ayes: Pietila, Taylor-Burks, Waterman, Williams, Woodward, Carter and Holland.

No: None

Resolution Adopted.

President Patrice Waterman adjourned the meeting at 11:10 p.m.

SHERIKIA L.HAWKINS
CITY CLERK

City of Pontiac Proposed Fees for FY 2017/2018

General/Administration

City Clerk

Death Certificates	\$15.00	Additional Copies \$5.00
Birth Certificates	\$15.00	Additional Copies \$5.00
Notary Service:		
City Residence	\$5.00	Per Page
Non-city residence	\$10.00	Per page
Code of Ordinances:		
Per book		\$250.00
Per supplement service copy of voter files		\$75.00
Copy of Voter files:		
Per disk email option available		\$35.00
Per name (list)		\$0.02
Per name (list) Xerox copies		\$0.04
Per page		\$1.00

Human Resources

Copies of files	\$0.13	Per page
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Income Tax

NSF	\$35.00	Per item
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Planning Department

General

Land division	\$600.00
Land platting	\$900.00
Lot split	\$750.00
Lot combination (1st lot combined)	\$100.00
Each additional lot combined	\$50.00
Regulated Use Waiver (1st acre or less)	\$1,000.00
Each additional acre or fraction thereof	\$100.00
Right of Way/Alley Vacation	\$1,500.00
Special Planning Commission meeting	\$2,000.00
Comprehensive Plan - Book w/Map	\$50.00
Map only (color)	\$5.00
Zoning Ordinance Book w/ Map	\$35.00
Map only (colored map w/cd)	\$5.00

Planning Commission

Multiple family dwelling preliminary site plan review	\$500.00
Each additional acre or fraction thereof	\$25.00
Multiple family dwelling final site plan review	\$990.00
Each additional unit	\$100.00
	(Max fee \$10,000.00)
Non-residential preliminary site plan review	\$500.00
Each additional acre or fraction thereof	\$25.00
Non-residential final site plan review	\$990.00
Each additional 1,000 Sq. Ft.	\$100.00
	(Max fee \$10,000.00)
Parking lot or change of use (1 acre or less)	\$600.00
Each additional acre or fraction thereof	\$50.00

Planned unit development	\$1,000.00
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Planning Department (Continued)

Administrative Review Fees

Zoning compliance permit	\$150.00
Parking lot change of use (1 acre or less)	\$500.00
Each additional acre or fraction thereof	\$50.00
Special exception permit (1 acre or less)	\$1,000.00
Each additional acre or fraction thereof	\$100.00
Zoning map amendment (1 acre or less)	\$1,350.00
Each additional acre or fraction thereof	\$100.00
Waiver from Woodlands Ordinance	\$750.00
Sign review	\$150.00
Wireless communication facility administrative review	\$1,000.00

Zoning Board of Appeals

Residential (1 & 2 family)	\$300.00
For each additional variance on the same petition	\$100.00
Multiple family and non-residential variance	\$950.00
For each additional variance on the same petition	\$100.00
Use variance (1 acre or less)	\$1,000.00
Each additional acre or fraction thereof	\$100.00
Signage variance	\$750.00

Historic District Commission

Commission review	\$200.00
Special meeting	\$2,000.00

Building Permits

Building	\$75.00 Minimum fee
Estimated Cost of Construction:	
\$200.00 to \$1,000.00	\$75.00
\$1,001.00 to \$500,000.00	\$75.00
	Plus \$20.00 per \$1,000.00 of cost or fraction thereof over \$1,001.00
\$500,001.00 to \$1,500,000.00	\$10,055.00
	Plus \$15.00 per \$1,000.00 of cost or fraction thereof over \$500,001.00
If more than \$1,500,000.00	\$25,040.00
	Plus \$10.00 per \$1,000.00 of cost or fraction thereof over \$1,500,001.00 with no upper limit
Special Inspections:	
Inspections, for determining conformance with code	\$50.00
Re-inspection of work not ready and re-inspection of a violation that has not been complied with by the expiration notice	\$50.00

Overtime Inspections -

City of Pontiac Proposed Fees for FY 2017/2018 (Continued)

Fee for inspection outside or regular business hours shall be at 1.5 times the hourly rate of the personnel involved, with minimum charge to three hours

Building Permits (Continued)

Administration \$200.00
The inspection fee for work initiated before permit has been issued

Plan review:
\$0 to \$1,000,000 0.0015 of valuation minus \$100.00 minimum
\$1,000,000 to \$5,000,000 \$1,500.00 plus .0005 of evaluation over \$500,000
\$5,000,000 to \$ and up \$3,500.00 plus .0004 of evaluation over \$5,000,000

**Plan review of electrical, mechanical and plumbing is 25% of the building plan review fee for each discipline.
Minimum plan review fee \$175.00**

Application Fee \$35.00

Special Building Fees:
Permit Extension Fee \$50.00
Contractor Registration \$35.00

Sewer Installer Board of Examiners:
Filing Fee, Per Applicant \$100.00
Examination, Per Applicant \$50.00

Sewer Installer License (Class A) \$75.00

Building Code of Appeals \$200.00

Demolition Permit

First 1000 sq. ft. \$250.00
Each additional 500 sq. ft. \$50.00

Property Maintenance

Property Maintenance Inspection \$200.00

Team Inspection

Per Inspector \$50.00
Less than Feet
Re-Inspection \$50.00

Hearing Officer

Special Hearing \$850.00

Board of Appeals

Special Hearing \$1,000.00

Construction BOA

Filing Fee \$500.00

Electrical Permits

Application Fee \$35.00
New Home \$205.00
Substandard Property/Complete Renovation \$205.00
Minimum Fee \$75.00

Electrical Permits (Continued)

Permanent Service for One Phase:
100 Ampere or Less \$37.00
101 to 200 Ampere \$40.00
210 to 400 Ampere \$47.00
Over 400 Ampere \$50.00

Permanent Service for Three Phase:
100 Ampere or Less \$42.00
101 to 200 Ampere \$47.00
201 to 400 Ampere \$52.00
Over 400 Ampere \$55.00

Additional Service -
Each Additional Sub-Service \$30.00

Stand by Power & Generator (One Phase):
100 Ampere or Less \$37.00
101 to 200 Ampere \$40.00
201 to 400 Ampere \$47.00
Over 400 Ampere \$50.00
Automatic Transfer Switch \$35.00
Manual Transfer Switch \$30.00

Stand by Power & Generator (Three Phase):
100 Ampere or Less \$42.00
101 to 200 Ampere \$47.00
201 to 400 Ampere \$52.00
Over 400 Ampere \$55.00
Automatic Transfer Switch \$40.00
Manual Transfer Switch \$35.00

Stand by Power & Generator (Temporary):
60 Ampere Switch \$20.00
100 Ampere Switch \$21.00
200 Ampere Switch \$22.00
400 Ampere Switch \$23.00
600 Ampere Switch \$24.00
800 Ampere Switch \$25.00

Electrical Furnances & Heating Units -
1 - 10 Units in Addition to Circuit Fee \$25.00

Welders and Generators -
Each in Additions of Circuit Fee \$25.00

Feeders & Sub-Feeders -
Up to 50 Feet \$25.00
Each additional 50 feet or fraction thereof \$25.00

Transformers:
1 KVA Through 100 KVA \$32.00
101 KVA Through 200 KVA \$37.00
201 KVA Through 400 KVA \$40.00
Over 400 KVA \$47.00

City of Pontiac Proposed Fees for FY 2017/2018 (Continued)

Electrical Permits (Continued)

Motors:	
First 1/4 HP up to 10 HP (Up to 7450W)	\$25.00
First 11 HP up to 20 HP (Up to 14920W)	\$26.00
First 21 HP up to 30 HP (Up to 22380W)	\$27.00
First 31 HP up to 40 HP (Up to 29840W)	\$28.00
First 41 HP up to 50 HP (Up to 37300W)	\$29.00
First 51 HP and Up	\$40.00
First unit 75 HP and Up	\$40.00
Each Additional Unit	\$42.00
Mobile Home Electrical Hook-Up -	
Per Unit	\$75.00
Sign Installation & Inspection Before Installation:	
One Sign	\$75.00
Each Additional Sign at Same Location	\$25.00
Fixtures (Smoke Detectors, Power Outlets, Light Fixtures):	
Installation of 1 to 10 Fixtures	\$20.00
Each Additional 10 Fixtures or Fraction Thereof	\$15.00
Lighting Pole & Base Installation	\$25.00
Battery Operated Light/Line Voltage - First 10	\$20.00
Each Additional 10 Fixtures or Fraction Thereof	\$15.00
Exit Light (Each)	\$15.00
Each Circuit	\$15.00
General Repair Permit	\$75.00
Special Electrical Fees:	
Inspection To Determine Code Compliance	\$50.00
Re-Inspection Fee of work not ready, or for a violation not complied with by expiration date of Violation Notice	\$50.00
Fee for Inspection out of Regular Hours at 1.5 times Rate of inspector, with 3 hour minimum charge. (Per Hour)	\$50.00
Permit Extension Fee	\$50.00
Contractor Registration	\$35.00
Work Done Without Permit Penalty	\$200.00
NSF	\$35.00
Electrical License	
Fire Alarm Technician	\$75.00
Fire Alarm Contractor	\$100.00
Sign Specialist Technician	\$75.00
Sign Specialty Contractor	\$100.00
Electrical Contractor	\$100.00
Master Electrician	\$75.00
Journeyman Electrician	\$50.00
Apprentice Registration (Electrician & Fire Alarm)	\$25.00

Mechanical Permits

Application Fee	\$35.00
New Home	\$205.00
Substandard Property/Complete Renovation	\$205.00
Minimum Fee	\$75.00
Heating Equipment - New or Replacement:	
Over 40,000 to 100,000 BTU Per Hour:	
First 10 Units at Each Occupancy - Each Unit	\$40.00
Each Additional Unit Over 10 at Same Occupancy	\$30.00
Over 200,000 to 400,000 BTU Per Hour -	
Each Unit	\$47.00
Water Heater, Chimney Liner, Fireplace, Fire Dampers	\$32.00
Gas Piping System Permit:	
1 Gas Pressure & Piping Test	\$64.00
Each System (Furnace, Water Heater, Dryer, Range, etc.)	\$32.00
Space Heating/Cooling Distribution System Ductwork:	
Up to 100,000 BTU Fuel Input Per Hour	\$32.00
Over 100,000 to 200,000 BTU Fuel Input Per Hour	\$50.00
Over 200,000 to 400,000 BTU Fuel Input Per Hour	\$60.00
Over 400,000 to 2,000,000 BTU Fuel Input Per Hour	\$75.00
Over 2,000,000 to 5,000,000 BTU Fuel Input Per Hour	\$80.00
Comfort Cooling Equipment & Systems:	
Up to 60,000 BTU (5 Tons) or less (Self Contained Units or Systems):	
First 10 Units at Same Location/Each Unit	\$50.00
Additional Units Over 10 at Same Location/Each Unit	\$32.00
60,000 BTU (5 Tons) to 120,000 BTU (10 Tons)/Each Unit	\$57.00
120,000 BTU (10 Tons) to 600,000 BTU (50 Tons)/Each Unit	\$67.00
600,000 BTU (50 Tons) to 1,500,000 BTU (125 Tons)/Each Unit	\$100.00
Alterations to Each System	\$30.00
Commercial Clothes Dryer for Installation or Replacement:	
1st 5 Units Commercial Clothing Dryer	\$27.00
Each Additional Commercial Clothes Dryer @ Same Location	\$21.00
Liquefied Petroleum Gas System & Storage:	
Over 500 Gallons to 1,200 Gallons	\$42.00
Over 1,200 Gallons	\$47.00

City of Pontiac Proposed Fees for FY 2017/2018 (Continued)

Fire Suppression Systems:

Inspection of Sprinkler Heads - First 10	\$50.00
Each Additional Heads Over 10	\$5.00

Mechanical Permits (Continued)

Commercial Hood System:

Each New or Modified System	\$164.00
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Duct Systems - Installation, Alteration or Additions:

Up to 1,000 Cubic Feet Per Minutes of Air	\$27.00
Over 1,000 CFM to 2,000 CFM	\$32.00
Over 2,000 CFM to 4,000 CFM	\$37.00
Over 4,000 CFM to 20,000 CFM	\$42.00
Over 20,000 CFM to 50,000 CFM	\$47.00

Refrigeration System for Other Than Comfort Cooling - Self Contained System/Compressor, Activated by

Motors or Engines:

Up to 5 HP	\$30.00
5 HP to 10 HP	\$39.00
10 HP to 50 HP	\$49.00
50 HP to 1255 HP	\$59.00

Installation Permit - Tank (Fuel Oil or Other):

Above Ground, Not Exceeding 550 Gallons	\$24.00
Below Ground, Not Exceeding 550 Gallons	\$31.00
Over 550 Gallons to 5,000 Gallons	\$42.00
Over 5,000 Gallons to 20,000 Gallons	\$47.00
Over 20,000 Gallons to 50,000 Gallons	\$57.00
Over 50,000 Gallons to 200,000 Gallons	\$70.00
Over 200,000 Gallons	\$95.00
Alterations to existing Burner or Furnance	\$40.00
Air/Exhaust Vents	\$25.00
Each Additional Vent	\$10.00

Air Handling Equipment or Systems:

Blower, fans and electronic air cleaner, new installation:

Up to 4,000 CFM	\$25.00
Over 4,000 CFM to 50,000 CFM	\$40.00

Heat Recovery Unit/Radiator	\$10.00
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Mobile Home Mechanical Hook-Up:

Per Unit	\$75.00
Boiler 200,000 BTU	\$100.00

Piping:

Medical Gas, Process Piping, Hydronic Piping, Refrigeration Piping Each System	\$32.00
Pressure Test for Each System	\$32.00
Fuel gas, Process, Hydronic, Refrigeration, Commercial Air Conditioning	\$0.05 Processed Piping Per Foot

Mechanical Permits (Continued)

Special Mechanical Fees:

Inspection To Determine Code Compliance	\$50.00
Re-Inspection Fee of work not ready, or for a violation not complied with by expiration date of Violation Notice	\$50.00

Fee for Inspection out of Regular Hours at 1.5 times Rate of inspector, with 3 hour minimum charge.	\$50.00 Per Hour
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Permit Extension Fee	\$50.00
Work Done Without Permit Penalty	\$200.00
Plan Review Fee	\$175.00

Mechanical Contractor Registration:

Mechanical Contractor	\$35.00
Journeyman Plumber	\$0.50
Plumbing Contractor	\$36.00

Mechanical Board of Appeals	\$200.00
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Plumbing Permits

Application Fee	\$35.00
New Home	\$205.00
Substandard Property/Complete Renovation	\$205.00
Minimum Fee	\$75.00
Stacks (New Alteration) (Soil, Waste, Vent, Inside Connection)	\$17.00

Sump & Interceptors, Dishwashers, Tubs, Catch Basins, Automatic Washers, Drinking Fountains, Floor Drains, Food Disposals, Grinders, Hose Connections, Humidifiers, Laundry Trays, Lavatories, Pumps Toilets, Sinks, Soda Fountain or Br, Urinals & Shower Traps (Each)	\$16.00
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Water Heater	\$20.00
Backflow Preventer	\$5.00
Medical Gas System	\$45.00

Water Service:

Water Svs/Dist 1/2"	\$40.00
Water Svs/Dist 3/4"	\$40.00
Water Svs/Dist 1"	\$45.00
Water Svs/Dist 2"	\$50.00
Water Svs/Dist 3"	\$60.00
Water Svs/Dist 4"	\$70.00
Water Svs/Dist Over 4"	\$80.00

Water Distribution:

1st 100 Feet	\$80.00
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City of Pontiac Proposed Fees for FY 2017/2018 (Continued)

Each Additional Foot \$0.10

Plumbing Permits (Continued)

Building Sewer - Size:	
Building Sewer & Drain 4"	\$45.00
Building Sewer & Drain 10"	\$50.00
Building Sewer & Drain 12"	\$55.00
Building Sewer & Drain 14"	\$60.00
Building Sewer & Drain 16"	\$70.00
Building Sewer & Drain 18"	\$75.00
Storm Sewer:	
Storm & Sanitary 1st 200 Feet	\$80.00
Storm & Sanitary Additional 100 Feet	\$35.00
Building Sewer to Drain Connection - Building Drain - Underground Building Drains/Storm not Over 6"	\$45.00
Storm Drain - Manholes and Catch Basins	\$16.00
Plumbing for Mobile Home Hook-Up - Per Unit	\$75.00
Special Plumbing Fees:	
Inspection To Determine Code Compliance	\$50.00
Re-Inspection Fee of work not ready, or for a violation not complied with by expiration date of Violation Notice	\$50.00
Fee for Inspection out of Regular Hours at 1.5 times Rate of inspector, with 3 hour minimum charge. (Per Hour)	\$50.00
Permit Extension Fee	\$50.00
Contractor Registration	\$15.00
Work Done Without Permit Penalty	\$200.00

Fire Permit Electrical

Application Fee	\$35.00
Minimum Fee	\$75.00
Circuits for Fire System:	
Each Signaling Device	\$11.00
Each Control Circuit	\$15.00
Each Remote Sensor	\$11.00
Each Main Control Station	\$17.00
Each Speaker & Microphone	\$11.00
Each Amplifier	\$11.00
Each Main Control Center	\$15.00
Each Door or Window Sensor	\$11.00
Each Vibration Sensor	\$11.00
Each Key Station or Remote Station	\$9.00
Each Panic Button	\$11.00
Each Automatic Dialer	\$10.00
Each Pressure Sensor	\$11.00
Each Alarm (Horn, Bell, Etc.)	\$11.00
Each Auxiliary Power Supply	\$10.00
Each Control Panel	\$15.00
Each Pull Station	\$11.00
Each Fire Head and/or Smoke Sensor	\$11.00
Each Telephone Station	\$11.00
Each Doorway Exit Unlocking System	\$9.00
Each Data Gathering, Reporting, Sub Panel	\$15.00
Each Fan, Elevator Interlocked to System	\$14.00
Special Mechanical Fees:	
Inspection To Determine Code Compliance	\$50.00
Re-Inspection Fee of work not ready, or for a violation not complied with by expiration date of Violation Notice	\$50.00
Fee for Inspection out of Regular Hours at 1.5 times Rate of inspector, with 3 hour minimum charge. (Per Hour)	\$50.00
Permit Extension Fee	\$50.00
Contractor Registration	\$35.00
Work Done Without Permit Penalty	\$200.00

Sign Permit

Application Fee (Non-Refundable)	\$150.00
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Business License

Business Certificate Fee Schedule:	
New License (Requires Team Inspection)	\$160.00
Renew License	\$160.00
Special Event License	\$1,200.00

City of Pontiac Proposed Fees for FY 2017/2018 (Continued)

Business License (Continued)

Niche Business:

Arcade and Vending Machines (Per Machine)	\$25.00
Massage Parlor	\$500.00
Newspaper Delivery Recepticle	\$1.00
Sidewalk Café	\$100.00
Taxicab (Per Bond plate)	\$50.00
Taxicab Business	\$100.00
TaxiCac Driver	\$100.00

Public Assembly -

Amusement Gallery, Dance Hall, Theatre	\$175.00
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Transient Housing:

Hotel/Motel (Per Room - Every Three Years)	\$25.00
Transient Housing(Per Room - Every Three Years)	\$210.00

Non-Profit Organizations -

Club, Service Organization, Hospitals	\$20.00
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Temporary Permit:

Christmas Tree Sales	\$100.00
Circus or Carnival (Per Week)	\$350.00
Daily Business License (1 Day)	\$150.00
Daily Business License (Each Additional Day)	\$100.00
Fireworks display	\$100.00
Sound (Public Address) (Per three Days)	\$100.00
Sound (Vehicle)	\$100.00
Transient Trader	\$10.00
Going out of Business Sale	\$50.00
Peaceful Assembly	\$75.00
Sound Permit	\$100.00

Businesses Requiring Bonds:

Auctioneer	\$2,500.00
Auctions (Two times the value of auction items)	\$1,000.00 - \$5,000.00
Christmas Tree Sales	\$1,000.00
Circus or Carnival	\$1,000.00
Dry Cleaners	\$1,000.00
Frozen Confectioners (Ice Cream Truck)	\$2,000.00
Junk Dealer	\$1,000.00
Junk Gatherer	\$200.00
Second Hand Dealer	\$2,500.00
Newspaper Deliver Receptacle	\$5,000.00
Sidewalk Café	\$300.00

Rental Registration

Rental Registration (Per Building)	\$300.00
Rental Inspection (Per unit)	\$100.00

Rental Inspection for units 2 - 10, 12 - 20, 22 - 30, etc. (Per unit)	\$25.00
Change of Rental Manager	\$150.00
Re-inspection Fee	\$50.00
Annual Tenant Verification Fee	\$10.00

DPW

Sanitation - R-O-W Abatements	\$58.70
Senior Centers:	
Deposits	\$100.00 Refundable
Rental Fees:	
Repast Dinner Weekdays	\$32.00
Repast Dinner Weekends – Minimum of 4 hours	\$25.00
Events	\$100.00
	Weekdays – No minimum hours
	Weekends – Minimum of 4 hours

DPW (Continued)

Parks:

Deposits	\$100.00 Refundable
Rental Fees	\$35.00 Parks with pavillion
Porta Johns	\$90.00 Per Event
Comfort Station	\$50.00 Beaudette Park Only

Zoning Board of Appeals

Board of Appeals:

Application Fee	\$500.00
Special Hearing	

Special Event Permit

Non-refundable Administrative Review Fee	\$500.00
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COMMUNITY DEVELOPMENT SUB-COMMITTEE NOTES

May 30, 2017

In attendance:

Council members: Chairman Don Woodward, Pro-Tem Mary Pietila and Dr. Doris Taylor-Burks

Mayor Deirdre: Waterman

Deputy Mayor: Jane Bais-Disessa

Wade Trim Director: Jeff Bowdell

Community Development Director: Garland Doyle

AGENDA

I. CDBG Grant

The CDBG Grant needs to be renewed, approximately 1 million dollars.

Oakland County oversees, administers and distributes the funds for 15%, \$200,000.

There was some discussion about bringing it in house or approving the grant and allowing Oakland County to Administer on a yearly basis.

The grant cannot be administered that way. It has to be for a three (3) year term.

Also, the Federal Government may stop issuing the CDBG Funds.

CDBG Funds can be used for capital, streets, sidewalks and demolition.

There was some discussion about using the funds for the Youth Facility; however, the money could not be used without a specific plan.

II. NSP

NSP stands for Neighborhood Stabilization Program.

The City is looking at 75 homes for demolition, but can only demolish 52-53 homes.

III. Dream Cruise

There was an issue until recently as to whether MDOT would permit the Dream Cruise because of Road Kill.

The Dream Cruise and Road Kill should be separated.

An ordinance like that of Royal Oak will be presented for consideration that will address the parking issue.

IV. Emergency Contractors

The question was presented whether there are emergency contractors that can board up fire damaged homes.

DPW does not have the equipment

The City's procedure is if there is a serious emergency, a contractor can be called under the Ordinance

Contractors can bill back an owner, but if it is a vacant property who receives the bill back?

An RFP will be going out to deal with that issue.

A request was made to receive a copy of the criteria from MDOT regarding the Road Kill.

The people in the district where there parking is an issue during the Dream Cruise should be asked what they would like to see happen as it relates to parking.

Special permits (\$1,500) should be issued to people having large events as they are a part of the Dream Cruise.

City of Pontiac

Pontiac City Council

Whereas, Section 8 (e), MCL 15.268, permits a public body "[to] consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have detrimental financial effect on the litigation or settlement position of the public body": and,

Whereas, the Pontiac City Council believes that an open meeting would have a detrimental financial effect on the litigating or settlement position of the City.

Therefore, Be It Resolved that the Pontiac City Council recesses into closed session for the purpose of consulting with its attorney regarding settlement strategy in the case of Sharon Buck vs. The City of Pontiac.

Ordinance No. xxxx

An ordinance to amend various sections of Chapter 22, Article VI of the City of Pontiac Code of Ordinances.

The City of Pontiac ordains:

Chapter 22, Article VI, shall be amended to read as follows:

ARTICLE VI. HOUSING CODE

Division 7. Inspections of One- and Two-Family Dwellings

22-801 Registry of owners and premises.

(a) A registry of owners and premises shall be maintained by the Department of Building Safety.

(b) The owners of one- and two-family dwellings which are occupied by persons other than the owner, which may be evidenced by the homestead declaration on the property being less than 100% and a dwelling unit not occupied by the titled owner of the property, or a one- or two-family dwelling for which an owner is offering to others for purposes of occupancy through rental or lease agreements, or by other mutually acceptable agreements leading to occupancy including land contracts, shall register their names, places of residence or usual places of business, Social Security or taxpayer identification number, state identification number, name(s) of the tenant(s), and the location of the premises regulated by this division with the Department of Building Safety. If the premises are managed or operated by an agent, the agent's name, place of business, Social Security or taxpayer identification number, and state identification number shall also be provided. The owners shall register by June 30, 2012, after the enactment of this division, without additional penalty. Within sixty (60) days after change of ownership or change of agent, the new owner or agent shall reregister with the Department of Building Safety in the same manner as previously set forth. The Department of Building Safety may require information in addition to the information required by this division for purposes of registration. A fee shall be paid upon registration. Such registration shall be valid until changed. Late registration fees paid after its due date shall be assessed a twenty-five dollar (\$25.00) late fee per rental unit per month until paid.

(c) A property that has a land contract recorded with the Oakland County Register of Deeds that names the occupant of the dwelling unit shall be exempt from the requirements of this division.

(Code 1985, § 14-165; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2255, § 1, 4-17-12)

22-802 Fees.

(a) Fees for registration, certificates of compliance, temporary certificates, rescheduling fees, related inspections, appeals, and any other fee required by this division shall be recommended by the Finance Director and the Department of Building Safety and established by resolution of the City Council upon adoption of the annual budget and may be amended by resolution of the City Council from time to time. Fees shall be payable at time of registration or request for inspection.

(b) Owners of one-and two-family dwellings which are occupied by a family member of the owner, shall not be charged any of the fees enumerated in subsection (a) above, except that all owners shall be responsible for paying the inspection fees. For the purposes of this subsection, a family member is any individual related by blood or marriage, which relationship is or a permanent and distinct domestic character and shall be limited to mother, father, grandparent, mother-in-law, father-in-law, brother, sister, son, daughter, son-in-law, daughter-in-law, or any other adoptive dependent. Evidence of relationship may be proven at the time of registration by birth certificate, marriage certificate, record of adoption, tax returns showing dependent status, or any other documents that may be required by the Department of Building Safety.

(cb) Property owners shall also be responsible for any unpaid fees invoiced within the previous 365 days. After June 30, 2012, any invoice that is paid after its due date shall be assessed a twenty-five dollar (\$25.00) late fee per rental unit per month until paid.

(de) There shall be no refunds for any fees paid unless the service is not provided because of the fault of the Department of Building Safety.

(ed) Effective January 1, 2013, the Department of Building Safety may charge one information verification fee during a calendar year to verify information obtained during the registry of owners and premises, including names of tenants, obtained in a previous calendar year. If such verification fee is assessed, the City Council shall by December 1 of the prior calendar year, upon the recommendation of the Finance Director and the Department of Building Safety, establish the fee. The fee shall be in effect for the entire calendar year and shall expire on the last day of the calendar year. Any unpaid verification fee shall be assessed a one-time, twenty-five dollar (\$25.00) late fee after its due date.

(Code 1985, § 14-166; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2255, § 1, 4-17-12)

22-803 Inspections required.

(a) The Department of Building Safety shall cause periodic inspections to be made of dwellings regulated by this division. In no event shall the period between the inspections exceed three years, except that the period shall be five years for owners of property who qualify for the fee waiver in section 22-802(b) above. This section does not limit the requirement in section (b) to have the property re-inspected upon change in occupancy.

(b) In addition to the periodic inspections required by subsection (a) of this section, inspections shall also be required prior to any change in occupancy of a dwelling unit after having once been occupied. It shall be the duty of the owner or agent of such dwelling units to notify the Department of Building Safety prior to the reoccupancy of a vacated one- or two-family dwelling unit. No dwellings subject to this division may be reoccupied until inspected pursuant to this section, except as provided in subsection (h) of section 22-806. The owner or agent of a dwelling unit reoccupied after June 30, 2012, and before the issuance of a certificate of compliance shall be guilty of a municipal civil infraction subject to a fine of five hundred dollars (\$500.00); each day shall be considered a separate offense.

(c) Inspections shall be conducted in a manner calculated to secure compliance with applicable city ordinances and regulations appropriate to the needs of the community.

(d) An inspector or team of inspectors may request permission to enter all premises regulated by this division at reasonable hours to undertake an inspection. Upon an emergency, an inspector or team of inspectors shall have the right to enter at any time.

(e) Owner or the agent shall schedule the inspection at least sixty (60) days before the expiration date of a certificate of compliance, or sooner. Failure to schedule an inspection shall result in the immediate suspension of a certificate of compliance and penalties as described in Section 22-807(f) and the assessment of a twenty-five dollar (\$25.00) late fee per unit per month for any inspection that is scheduled late under this ordinance after June 30, 2012. No inspection shall be made unless the appropriate fee has been paid. Any request to reschedule an inspection shall result in a rescheduling fee.

(f) A tenant may request inspection of the dwelling unit upon payment of the inspection fee.

(Code 1985, § 14-167; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2255, § 1, 4-17-12)

22-804 Inspection warrants.

(a) In a nonemergency situation where admission to premises to be inspected under the provisions of this division is refused by the occupant or person in charge thereof, the Department of Building Safety shall apply to a court of competent jurisdiction for a warrant to inspect the premises. The warrant shall state the address of the building to be inspected, the nature of the inspection, and the reasons for the inspection. It shall be appropriate and sufficient to set forth the basis for inspection established in this division, or as set forth in other applicable law. The warrant shall also state that it is issued pursuant to this division, and the purpose for which it is issued.

(b) In the event of an emergency, no inspection warrant shall be required.

(Code 1985, § 14-168; Ord. No. 2247, § 1, 1-26-12)

22-805 Inspection policy and recordkeeping.

- (a) It is the policy of the city that the inspection procedures set forth in this division are established in the public interest to secure the health and safety of the occupants of dwellings and of the general public.
- (b) The current edition of the International Property Maintenance Code along with any subsequent amendments or supplements with technical amendments approved and recommended by the International Code Council is hereby adopted by reference to establish the minimum conditions of the dwelling unit and the maintenance of the structure in general.
- (c) The Department of Building Safety shall keep records of all inspections and matters related to the procedures set forth in this division in accordance with the record retention schedule adopted by the City Council.

(Code 1985, § 14-169; Ord. No. 2247, § 1, 1-26-12)

22-806 Certificate of compliance.

- (a) An owner or agent shall apply for a certificate of compliance. Inspection and issuance of certificates shall be in accordance with the requirements of this division and with rules and procedures established by the Building Code Official.
- (b) An application for a certificate of compliance shall be made when the owner enrolls in the registry of owners and premises. If the owner fails to register within the time required, any occupant of unregistered or uncertified premises may make application.
- (c) Single- and two-family dwellings regulated by this division shall not be occupied unless a certificate of compliance has been issued by the Department of Building Safety. The certificates shall be issued only upon prior inspection of the premises, except as provided in subsection (h) of this section. The certificate shall be issued within fifteen (15) days if the dwelling is entitled thereto at the date of inspection.
- (d) Inspections shall be made prior to first occupancy of single- and two-family dwellings regulated by this division when the construction or alteration is completed.
- (e) Upon finding that there is no condition that would constitute a hazard to the health and safety of the occupants, and the premises are otherwise fit for occupancy, the certificate of compliance shall be issued. If the finding is of a condition that would constitute a hazard to health or safety, no certificate shall be issued, and an order to comply with this division shall be issued immediately and served upon the owner in accordance with section 22-807. On reinspection and proof of compliance, the order shall be rescinded and a certificate issued.
- (f) When a certificate of compliance is withheld pending compliance, no premises that have not been occupied for dwelling purposes shall be so occupied, and those premises that have been or are occupied may be ordered vacated until reinspection and proof of compliance has been established by the Department of Building Safety.
- (g) A certificate of compliance shall be issued on condition that the premises remain in safe, healthful, and fit condition for occupancy. If upon reinspection the Department of Building Safety determines that conditions exist that constitute a hazard to health or safety, the certificate may be immediately suspended and a notice shall be served upon the owner to comply with this division.
- (h) The Department of Building Safety may authorize the issuance of a temporary certificate without inspection for those premises in which there are no violations of record, and shall issue such temporary certificates upon application in cases where inspections are not made within a reasonable time. Temporary certificates may also be issued for premises with violations of record when the owner can show proof of having undertaken to correct such conditions.
- (i) A violation of this division shall not prevent the issuance of a certificate of compliance, but the Department of Building Safety shall not issue a certificate when the existing conditions constitute a hazard to the health or safety of those who may occupy the premises.

(j) It shall be required, and the responsibility of the owner, to maintain and post on the inside of the main entrance to the dwelling unit one copy of the certificate of compliance, either temporary or permanent, as such certificates are issued, at the premises for which they have been issued.

(k) No certificate of compliance shall be issued for any property unless all property taxes and water and sewer bills associated with the parcel in question are current and that the owner is in compliance with the provisions of the Pontiac Income Tax Ordinance.

(l) Any certificate of compliance issued by the Department of Building Safety after September 1, 2011, with an expiration date less than one year from the date of issuance shall be deemed to expire three years after the date of issuance. The Department of Building Safety shall correct all records to reflect this change.

(Code 1985, § 14-170; Ord. No. 2247, § 1, 1-26-12; Ord. No. 2255, § 1, 4-17-12)

22-807 Violations.

(a) If, upon inspection, the premises or any part thereof are found to be in violation of any provision of any code or ordinance of the city, the violation shall be recorded by the Department of Building Safety in the applicable owner and premises files.

(b) The owner, and at the discretion of the Department of Building Safety, the occupants, shall be notified in writing of the existence of the violation. The notice shall state the date of the inspection, the name of the inspector, the specific details of the violation, and the time within which the correction shall be completed.

(c) A violation that is determined by the inspector to constitute a hazard to the health or safety of the occupants, under circumstances where the premises cannot be vacated, shall be ordered corrected within the shortest reasonable time. All other violations shall be corrected within a reasonable time as determined by the Department of Building Safety.

(d) The Department of Building Safety shall reinspect after a reasonable time for ascertaining whether the violations have been corrected. There shall be an additional fee charged and paid before each reinspection.

(e) The Department of Building Safety shall attempt to ascertain those circumstances where the occupant or occupants shall be responsible for the correction of violations. In instances where disputes arise as to responsibility for violations and corrections, the owner of the premises shall be held to be responsible for corrective action, unless the owner establishes that the occupant or occupants are responsible.

(f) Violation of any provisions of this division shall be deemed a municipal civil infraction, punishable by a fine of not less than \$100.00, or more than \$500.00; plus any costs, damages, expenses, and other sanctions. This division is further subject to the repeat offender provision of this Code. This provision states that increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this division. As used in this division, "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision (1) committed by a person and (2) for which the person admits responsibility or is determined to be responsible. The increased fine for a repeat offense under this article shall be as follows:

(1) The fine for any offense, which is a first repeat offense, shall be no less than \$300.00, plus costs.

(2) The fine for any offense, which is a second repeat offense or any subsequent repeat offense, shall be \$500.00, plus costs.

~~Further, each day on which any violation of this division continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense. In addition to any other remedies available at law, the city may bring in the local district court an injunction or other process against a person or company to restrain, prevent, or abate any violation of this division.~~

(g) If any owner who receives a fee waiver pursuant to Section 22-802(b) is found to have presented false or fraudulent information in order to obtain the fee waiver, or if the occupant of the dwelling is found not to be a family member of the owner, as defined in Section 22-802(b), the owner of the property shall be guilty of a civil infraction.

punishable by a fine of not less than \$500.00. Any property owner found to have violated this section shall not be eligible for any fee waiver at any property owned within the City.

Further, each day on which any violation of this division continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense. In addition to any other remedies available at law, the city may bring in the local district court an injunction or other process against a person or company to restrain, prevent, or abate any violation of this division.

(Code 1985, § 14-171; Ord. No. 2086, § 1, 10-22-98; Ord. No. 2247, § 1, 1-26-12)

22-807.1 Appeals.

(a) If, upon inspection, the premises or any part thereof is found to be in violation of any provision of the International Property Maintenance Code and the Department of Building Safety has declined to issue a certificate of compliance, the property owner has the right to appeal the decision of the Department of Building Safety to the board of appeals established by the city under the Housing Law of Michigan upon petition and payment of the appeal fee.

(b) An owner aggrieved by a final decision or order of the board of appeals may appeal the decision or order to the circuit court by filing a petition for an order of superintending control within 20 days of the dates of the decision.

(Ord. No. 2247, § 1, 1-26-12)

Section 2. Severability.

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

Section 3. Saving Clause.

A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

Section 4. Repealer.

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

Section 5. Publication.

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

Section 6. Effective Date.

This Ordinance shall be effective ten days after date of adoption by the City Council.

MEMO

Date: June 13, 2017

To: Mayor Waterman

Cc: Jane Bais DiSessa

From: Nevrus P. Nazarko, Finance Director

Re: Amendment to Emergency Ordinance 2337

Mayor Waterman,

The City Council on August 18, 2016 approved the Emergency Ordinance 2337 which extended the temporary increase in pension payments to GERS retirees until August 31, 2017.

Attached is the emergency ordinance that extends the supplemental payment for GERS retirees from September 1, 2017 ending August 30, 2018, or with the commencement of the health insurance benefit, whichever is earlier.

Once the City Council passes the amended ordinance, this should be approved by the RTAB as well.

Please let me know if you have any questions.

Ordinance No. 0000

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

Whereas, the temporary increase to certain members of the GERS pension system is set to expire on August 31, 2017; and,

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

Whereas, in order for this temporary increase to continue, the Transition Advisory Board must recommend that the State Treasurer approve an amendment to Order S-307; and,

Whereas, such amendment must be approved by the State Treasurer before September 1, 2017; and,

Whereas, such ordinance, if approved, will take effect from September 1, 2017 and expire on August 31, 2018 or when the CPREA health care litigation is resolved and health insurance will be provided to retiree class, whichever comes first; and,

Whereas, the Pontiac City Council considers this an emergency.

The City of Pontiac ordains:

Section 1. Amendments.

The General Employee Retirement System ordinance shall be amended to read as follows:

- a. Section 17.6 shall be amended to add the following language:

Temporary Pension Increase

"All persons who are receiving retirement benefits as of August 1, 2017 and who enter pay status through August 1, 2018, shall be entitled to receive an increase in their monthly allowance of four hundred dollars (\$400.00) per month beginning September 1, 2017 through August 31, 2018, or when the CPREA litigation is resolved and health insurance will be provided to retiree class, whichever comes first.

Section 2. Severability.

If any section, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance,

but the remainder of the Ordinance shall stand and be in full force and effect.

Section 3. Repealer.

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

Section 4. Publication.

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

Section 5. Emergency Declaration and Effective Date.

This Ordinance is declared an emergency to allow the pension recipients to collect the increase authorized in this Ordinance on the date identified in this Ordinance and shall be effective immediately upon adoption by the City Council and approval by the Transition Advisory Board and State Treasurer. This ordinance must be approved by the State Treasurer by August 31, 2017

Sherikia L. Hawkins, City Clerk.

Pending TAB Approval



LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

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KELLY A. ALLEN
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www.ANAfirm.com

OF COUNSEL:

KEVIN M. CHUDLER
SARAH J. GABIS
LINDA S. MAYER

March 30, 2017

Via Electronic Mail and First-Class Mail

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

**Re: Woodward Restaurant Group, LLC
M1 Concourse
100 Concourse Dr
Pontiac, MI 48341**

Dear Mayor Waterman:

We represent Woodward Restaurant Group, LLC ("WRG") in liquor licensing matters. WRG is requesting approval from the City of Pontiac for a new Resort Class C license issued under MCL 436.1531 (4), which is commonly known as a 1.5 million dollar resort license. The permits being requested are Sunday Sales (AM and PM) Permits, SDM License, four (4) Additional Bars, Dance/Entertainment Permits, two (2) Outdoor Service Area Permits and Catering Permit.

WRG is owned by Merge Holdings, LLC (a company owned by Gino D'Agostini), Greenspring Holdings, LLC (a company owned by James D'Agostini and his spouse), Jason Mood, and Christopher Johnson.

ESTABLISHMENT

WRG will be located at 100 Concourse Drive, Pontiac, Michigan, 48341, within the M1 Concourse Development. WRG will do business as The Rapid Food Works Co. ("The Rapid"). The Rapid will be approximately 7,800 square feet on the first floor with an outdoor patio area and an approximate 3,000 square foot area on the second floor with an additional terrace/outdoor patio area. On the first floor there will be everyday dining and banquet space. The Rapid banquet areas will have seating for 450-500 patrons; the interior restaurant will have

seating for 150-225 patrons. The second floor patio area will have seating for approximately 65-70 patrons, and the first floor patio area will have seating for approximately 100 patrons. All final occupancies will be determined by the City of Pontiac.

The Rapid will obtain a Catering Permit from the MLCC to give us the ability to serve at private events in other areas outside of the building and patio areas, such as on the skid pad, the paddock area immediately behind the building and for private events in the car condos. These will be contracted functions, and barriers will exist or be set up in all cases to prevent patrons from wandering onto the track.

In order for WRG to qualify for a new Resort Class C license issued pursuant to MCL 436.1531 (4), the licensed business must be engaged in dining, entertainment, or recreation, be open to the general public, have a seating capacity for at least 100 persons, be designed to attract and accommodate tourists and visitors to the area, and have a capital investment of not less than \$1,500,000.00 in real property, leasehold improvements, fixtures, and inventory. The building project cost is expected to be in excess of 8 million dollars.

The Rapid will employ approximately 45 full-time and part-time employees.

MENU AND HOURS

The Rapid will be a full-service restaurant which serves soups, appetizers, salads, pastas, and a variety of main course lunch and dinner items. The Rapid's proposed hours of operation will be Sunday through Thursday from 11 a.m. to 11 p.m., and Friday and Saturday from 11 a.m. to 1 a.m. The Rapid may extend the hours of operation for a private party or special event, or based on customer demand.

THE APPLICANTS

Christopher Johnson and Jason Mood have extensive experience in the restaurant business. In 2012, Mr. Mood and Mr. Johnson opened the Meeting House in Rochester, Michigan, serving uniquely prepared American cuisine. The Meeting House is a neighborhood restaurant in downtown Rochester. Prior to opening the Meeting House, Mr. Mood was employed at the Beverly Hills Grill for eight years and Mr. Johnson was employed at the Beverly Hills and Roadside B & G for eight years, and other venues for sixteen years prior to that employment. Additionally, Mr. Johnson was just named Michigan chef of the year and Regional chef of the year with the American Culinary Federation.

James D'Agostini and Gino D'Agostini will be financial investors in the project and will assist Mr. Mood and Mr. Johnson in the development of The Rapid.

Within 120 days of the opening of the restaurant, the owners and all of the managers and employees who serve and sell alcoholic beverages will complete the TIPS or TAM training program.

Enclosed are the following documents for your investigation:

- Proposed floor plan of the establishment; and
- Proposed menu.

Additionally, enclosed is a partially completed LCC-106 - Local Governmental Approval Form for the City Council to complete for the MLCC application. If you have any questions or need any further information, please do not hesitate to contact me or my legal assistant, Laura Peters.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC



Kelly A. Allen

/lbp
Enclosures

cc: Ms. Sherikia Hawkins, Clerk (*via Electronic Mail*)
James D'Agostini (*via Electronic Mail*)
Brad Oleshansky (*via Electronic Mail*)



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 1-866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____

the following resolution was offered: (date) (time)

Moved by _____ and supported by _____

that the application from Woodward Restaurant Group, LLC

(name of applicant)

for the following license(s): New Resort Class C issued under 436.1531 (4).

(list specific licenses requested)

to be located at: 100 Concourse Dr Pontiac, MI 48341

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

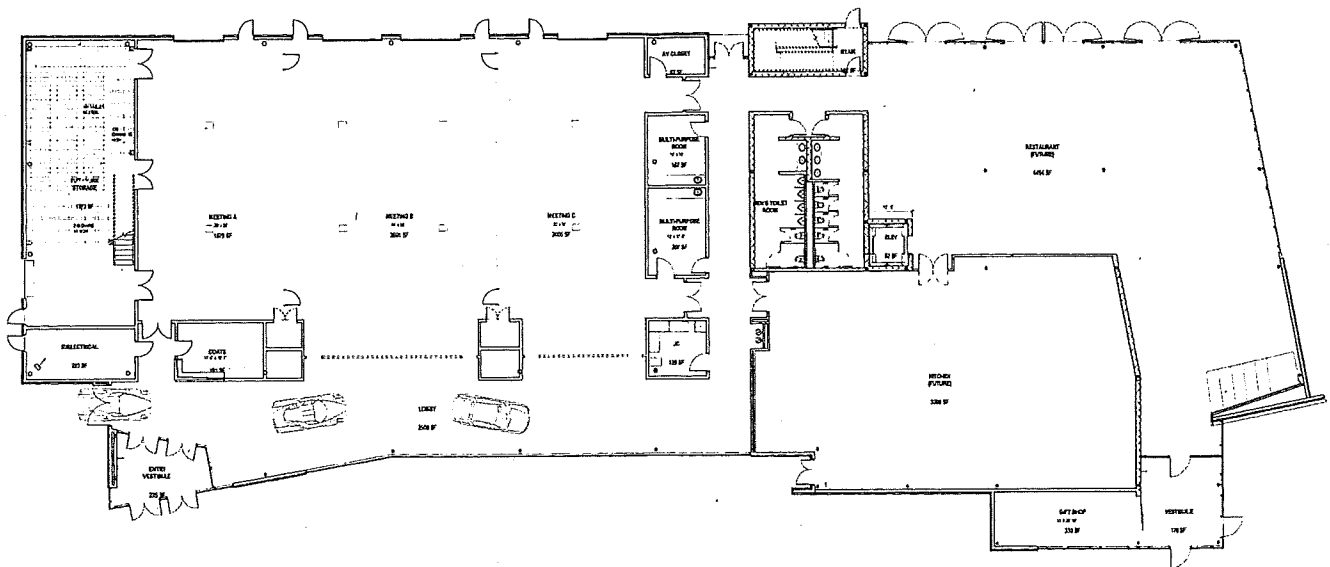
Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

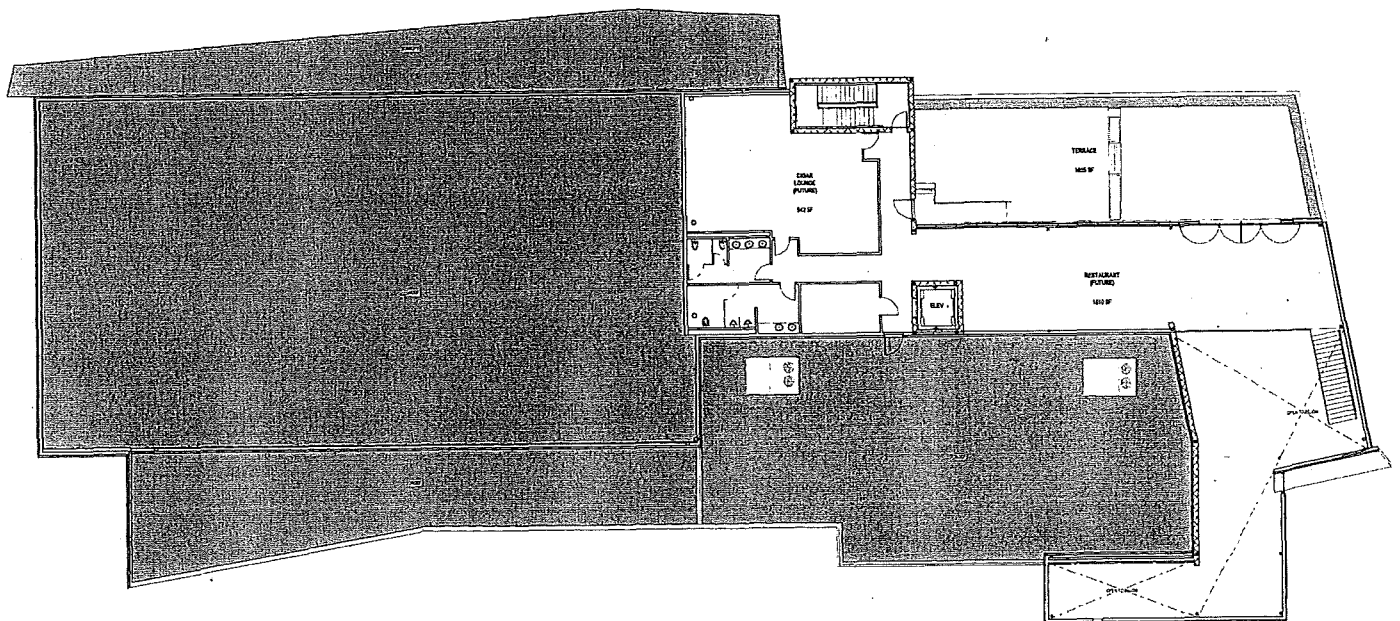
OVERALL PLAN

GROUND LEVEL

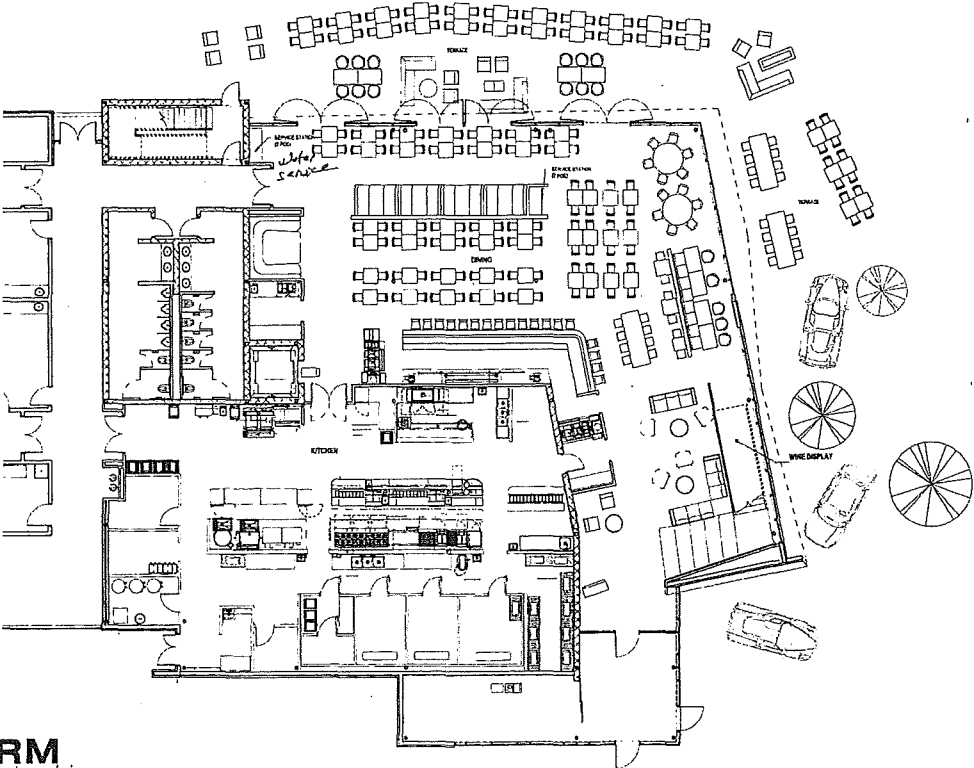


OVERALL PLAN

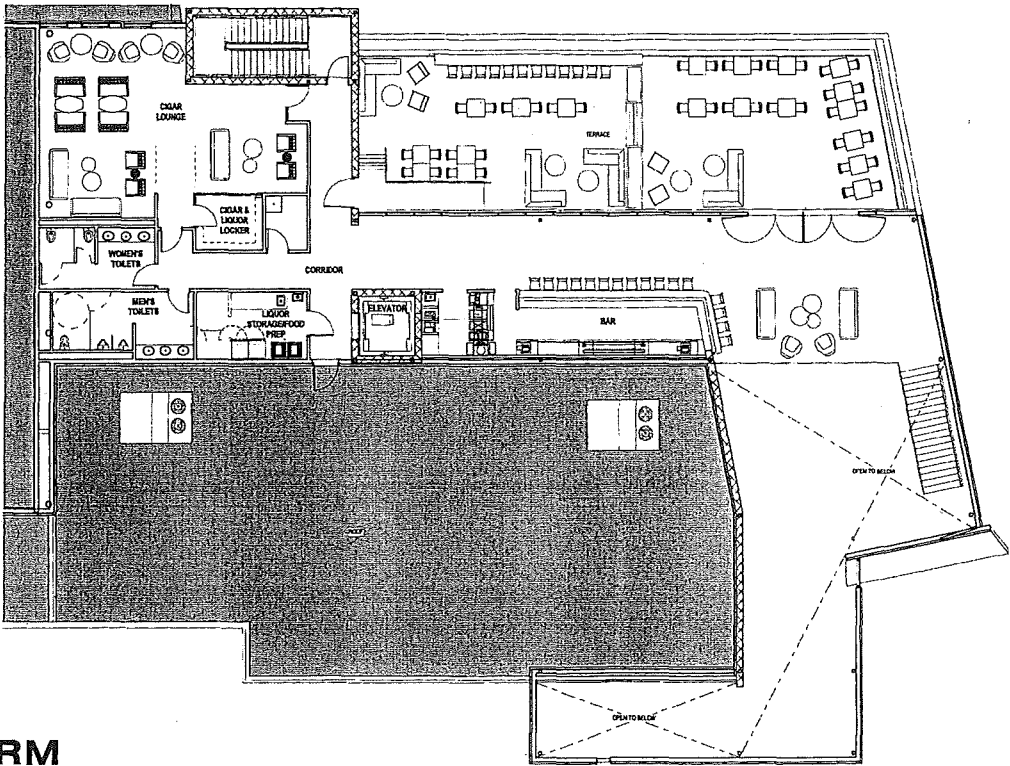
UPPER LEVEL



RESTAURANT PLAN
GROUND LEVEL



RESTAURANT PLAN
UPPER LEVEL





100 Concourse Dr., Pontiac, MI 48341

START

DEVILED EGGS (GF) BACON JAM	\$8	HONEY-GINGER GLAZED CHICKEN "NUGGETS" CRUSHED PEANUTS, CILANTRO	\$10
SMOKED WHITEFISH CROQUETES REMOULADE, GRATED EGG	\$10	PAN STEAMED LITTLE NECK CLAMS CASINO BUTTER, GRIDDLED GARLIC TOAST	\$12
SOUP OF THE DAY	\$3	VEGAN KALE SOUP (V) HAND CUT EGG NOODLES, OLIVE OIL	4/6
HOUSE MADE ITALIAN SAUSAGE ARINCINI OVERNIGHT ROASTED TOMATO SAUCE	\$8	BEEF BRISKET CHILI CORN BREAD CROUTONS, AVOCADO	5/7
SOMETHING VEGETARIAN (V) STUFF	\$10		

SALAD

THE RAPID (GF) (V) HOUSE SALAD	5/7
CHEF SALAD SMOKED HAM, BACON, TOMATO, CUCUMBER, RED ONION, HARD COOKED EGG, TILLAMOOK CHEDDAR, GARLIC CROUTONS, RED WINE VINAIGRETTE	6/8
CITRUS BEET SALAD (GF) LOCAL BABY LETTUCES, GRAPEFRUIT, ORANGE, ROASTED BEETS, PROSCIUTTO, ROASTED HONEY-VANILLA BEAN VINAIGRETTE	5/7
SPINACH (GF) PORK CRACKLINS, CARAMELIZED SHALLOTS, STILTON, WALNUT DRESSING	5/7
KALE SLAW (V) HONEY CRISP APPLE, AVOCADO, CRISP WONTON, MAPLE-CIDER VINAIGRETTE	5/7

PASTA

ORECHETTE HOUSE ITALIAN SAUSAGE, RAPINI, PARMESAN	\$18	GARGANELLI (V) RATATOUILLE VEGETABLES, BASIL	\$18
PAPPARDELLE GRASS FED BEEF BOLOGNESE	\$20	CAVATELLI LAMB TENDERLOIN, SICILIAN OLIVE, CHEVRE	\$21

MAIN PLATES

WHOLE ROASTED INDIAN BROOK RAINBOW TROUT BRUSSELS SPROUTS, FARRO TABBOULEH, TAHINI VINAIGRETTE	\$24
WOK SEARED SEA SCALLOPS AND PRAWNS SPICY BONE BROTH, UDON NOODLES, BABY BOK CHOY	\$29
ROASTED LOIN OF LAMB DIJON MUSTARD, PERSILLADE, ROASTED CIPOLINI, LAMB FAT FRIES	\$35
OVEN STEAMED SALMON (GF) HERBED BABY HEIRLOOM POTATOES, "BEAN SALAD", PRESERVED LEMON BUTTER	\$24
CAULIFLOWER "RISOTTO" (GF) (V) LEMON, BRIE, CARAMELIZED ONION, FRESH HERBS	\$21
ZUCCHINI MILANESE (V) SMOKED EGGPLANT PUREE, OVERNIGHT TOMATO, PECORINO ROMANO	\$18
PAN FRIED CHICKEN CUTLET BABY ARYGULA, CHAR GRILLED CORN, SHALLOT CONFIT, AIOLI	\$19
MOLASSES CURED "HAM" STEAK (GF) SEA ISLAND RED PEA CONSERVA, BRAISED GREENS, PICKLED OKRA	\$24

LIGHTLY SMOKED PRIME RIB OF BEEF (GF)
28 DAY DRY AGED, POTATO GRATIN, WILTED SPINACH, NATURAL JUS
\$32

PLEASE ASK YOUR SERVER ABOUT ANY MENU ITEMS THAT ARE COOKED TO ORDER OR SERVED RAW. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS. 18% GRATUITY WILL BE ADDED FOR ALL PARTIES 8 OR MORE



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of
John V. Balint, City Engineer

DATE: June 5, 2017

RE: MDOT Resolution-Form 2207B

The Michigan Department of Transportation (MDOT) has requested an updated Resolution from the City of Pontiac. The City Council voted to approve an updated resolution around this time last year. MDOT has updated their form once again, so they are requesting a new resolution from the City. This new resolution is required as part of our permit.

It is the recommendation of the Department of Public Works, Engineering Division that the City Council approve the attached resolution for the Michigan Department of Transportation.

Please see resolution attached

**PERFORMANCE RESOLUTION
FOR GOVERNMENTAL AGENCIES**

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

RESOLVED WHEREAS, the City of Pontiac
(city, village, township, etc.)

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

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

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

5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

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

Title and/or Name: John V. Boulint, City Engineer

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

the _____
 (Name of Board, etc)

of the _____ of _____
 (Name of GOVERNMENTAL AGENCY) (County)

at a _____ meeting held on the _____ day

of _____ A.D. _____.

Signed _____ Title _____



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Mayor Deirdre Waterman

*Department of Public Works
Engineering Division*

TO: Jane Bais-DiSessa, through
Terrence King, DPW Director

FROM: John Balint, City Engineer 

DATE: June 5, 2017

RE: MDNR Grant Extension for Acquisition of North Spur

The Department of Public works, Engineering Division has been working on the North Spur property acquisition for multiple years now. We are in the process of scheduling the closing on the property by the end of this month. Our current grant deadline has now passed and we have requested a grant extension from the MDNR. Attached is the letter to the MDNR requesting the grant extension as well as their response approving the extension. One of the requirements for them to approve the extension is approval from the City's governing body.

It is the request of the Department of Public Works, Engineering Division to approve the requested grant extension for Grant TF13-065 for the acquisition of the CN Rail North Spur.

WHEREAS, The City of Pontiac has received a grant from the Michigan Department of Natural Resources for the acquisition of the CN Rail North Spur, and;

WHEREAS, The current grant time line has recently expired, and;

WHEREAS, The engineering division has requested a grant extension by the Michigan Department of Natural Resources, and;

WHEREAS, The Michigan Department of Natural Resources has approved the grant extension until September 30, 2017 to allow time for closing on the property

NOW, THEREFORE, BE IT RESOLVED,

The Pontiac City Council authorized the Mayor or Deputy Mayor to sign the grant extension letter from the Michigan Department of Natural Resources which extends the current grant deadline to September 30, 2017.



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAGH
DIRECTOR

May 22, 2017

Mr. John Balint
Assistant Director, Public Works/Engineer
City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342

Dear Mr. Balint:

SUBJECT: TF13-065, Clinton River Trail Acquisition-Pontiac

Enclosed please find two copies of Amendment No. 1 to your Michigan Natural Resources Trust Fund (MNRTF) Project Agreement.

Please complete both copies of the Amendment, including original signatures and return both copies to this office by **June 12, 2017**. We will sign the copies and return one fully-executed document to you for your files. Please note on Page 2 of the amendment that a resolution may not be required to execute this amendment unless required by local regulation.

If you have any questions, please feel free to contact me. Our address is: **Grants Management Section, Department of Natural Resources, P.O. Box 30425, Lansing, MI 48909-7925.**

Sincerely,

Merrie M. Carlock, LLA, Grant Coordinator
Grants Management
517-284-5931
carlockm@michigan.gov

Enclosures (PR1953)



Michigan Department of Natural Resources - Grants Management

**MICHIGAN NATURAL RESOURCES TRUST FUND
LAND ACQUISITION PROJECT AGREEMENT AMENDMENT**

Project Title: Clinton River Trail Acquisition-Pontiac

Project Number: TF13-065

Amendment Number: 1

This is an amendment to the Agreement entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the **CITY OF PONTIAC IN THE COUNTY OF OAKLAND** ("GRANTEE") for the Michigan Natural Resources Trust Fund acquisition grant number **TF13-065**. The purpose of this amendment is to extend the end date of the project period from **APRIL 30, 2017** to **SEPTEMBER 30, 2017**, as further explained in correspondence from the GRANTEE to the DEPARTMENT dated May 11, 2017.

A. The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows:

Paragraphs 2 and 9(k) will be amended to read as follows:

2. The time period allowed for project completion is **JULY 11, 2016** through **SEPTEMBER 30, 2017**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to the Agreement.

9(k) To complete acquisition of the entire project area before **DECEMBER 30, 2017**.

Failure to acquire the project area before **DECEMBER 30, 2017** shall constitute a breach of the Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of the Agreement.

B. All other provisions of the Agreement shall be continued in full force and effect.

C. The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.

D. This amendment modifies an Agreement that was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement. It is the sole responsibility of the GRANTEE to determine if its laws, policies, or procedures require approval by its governing body before execution of this amendment by the GRANTEE. By signature of this amendment the GRANTEE certifies that:

1. Approval of the amendment by its governing body is not required, or
2. The amendment has been approved by resolution (true copy attached) of the

(date)	,	(special or regular)	meeting of the	(name of approving body)
--------	---	----------------------	----------------	--------------------------

GRANTEE SIGNATURE: By: _____ Title: _____ Date: _____	MICHIGAN DEPARTMENT OF NATURAL RESOURCES SIGNATURE: By: _____ By: _____ Steven J. DeBrabander Manager, Grants Management Date: _____
---	--

Memorandum

To: Honorable Mayor, Council President and City Council Members

From: Michelle L. McKenzie, Purchasing Agent

Through: Jane Bais-DiSessa, Deputy Mayor

Date: June 6, 2017

Re: Street Light Maintenance 2017

The City advertised for bids for Street Light Maintenance. The proposals were accepted on May 22, 2017 at 2:00 pm in the office of the City Clerk and publically opened at that time.

The City received four (4) bid proposals.

The four (4) bids for the Street Light Maintenance were from:

- Great Lakes Power & Lighting, Inc.
- State Line Construction and Maintenance
- J. Ranck Electric, Inc.
- The Harlan Electric Co.

The bids were tabulated and checked. Based on the review, the most qualified bidder is Great Lakes Power & Lighting, Inc. The bid amount for a Standard Service Call is \$ 50.00 (2017) \$ 60.00 (2018) \$ 70.00 (2019).

As such, it is the recommended of the Purchasing Agent that the City authorizes the Mayor or Deputy Mayor to enter into a contract for one (1) year with the option to renew each year for a maximum for three (3) years. The renewal will be at the discretion of the DPW based on the previous year's performance.

***WHEREAS**, the City of Pontiac advertised and received responses to a request for proposals for Street Light Maintenance on May 22, 2017 and publically opened bids; and,*

***WHEREAS**, a bid tabulation was prepared and reviewed by the Purchasing Agent of the City, and,*

***WHEREAS**, the most qualified bidder is being recommended for the contract; and,*

***WHEREAS**, the contract will be granted to Great Lakes Power & Lighting, Inc. The amount of \$ 50.00 (2017) \$ 60.00 (2018) \$ 70.00 (2019) is the total bid for a standard service call and all other work performed, by the contractor, under this agreement and will be charged according to the individual bid tab amounts;. The contract is for one (1) year w/ option for extending each year for a maximum of three (3) years total. The budget has funding for any and all work performed under this contract.*

***NOW, THEREFORE, BE IT RESOLVED** that the Pontiac City Council authorize the Mayor or Deputy Mayor to enter into a contract with; Great Lakes Power & Lighting, Inc. for Street Light Maintenance as recommended by the DPW Director.*

REFERRAL/RECOMMENDATION FORM

DATE: May 30, 2017

TO: Nevrus Nazarko, Finance Director

TO: Jane Bais-DiSessa, Deputy Mayor

FROM: Michelle L. McKenzie, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

☐ City Council ☒ Bid Approval ☐ Budget Approval ☐ Cancelled ☐ Other

Bid Analysis and Recommendation for _____

The following bid is attached:

City Street Light Maintenance 2017

✓ Your Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.

RFP: City Street Light Maintenance 2017

REMARKS: After a competitive process and a public bid opening, it is recommended that Great Lakes Power & Lighting be awarded the City Street Light Maintenance 2017 Bid.

Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.

Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.

Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.

Recommendations for bids over \$10,000.00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature Record"

Contractor has met the requirements of the Request For Proposal Bid Documents.
The above named firm has also provided references of municipalities where they have performed similar work.
The firm is being selected as the lowest qualified bidder.

Signature of Purchasing Agent:

Michelle A McKenzie
 Date: 5/30/17

Approved by:

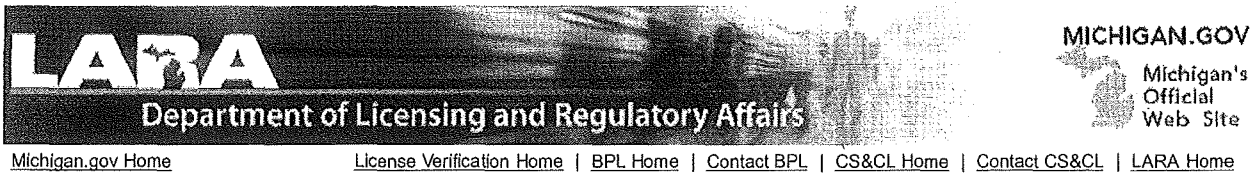
Signature of Finance Director:

Harold M
 Date: 6/6/17

Signature of Deputy Mayor:

Jane Bani Diferon
 Date: 6.6.17

☒ LARA
 ☒ DLEG
 ☒ SAM
 ☒ SBA
 ☒ Income Tax
 ☒ Property Tax
☒ City A/P
☒ MITN
☒ Website
☒ Bid Tab
☒ Advertising List
☒ RFP

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Bureau of Professional Licensing / Corporations, Securities & Commercial Licensing Bureau

VERIFY A LICENSE/REGISTRATION

Name	DBA Name	License Type	License Nbr	Address	Status	Enforcement Action
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There were no records found matching the search criteria

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CORPORATE ENTITY DETAILS

Searched for: GREAT LAKES POWER & LIGHTING, INC.

ID Num: 18277D

Entity Name: GREAT LAKES POWER & LIGHTING, INC.

Type of Entity: Domestic Profit Corporation

Resident Agent: CHARLES R SCHWAB

Registered Office Address: 9646 MARINE CITY HWY CASCO MI 48064

Mailing Address: MI

Formed Under Act Number(s): 284-1972

Incorporation/Qualification Date: 2-11-2004

Jurisdiction of Origin: MICHIGAN

Number of Shares: 60,000

Year of Most Recent Annual Report: 17

Year of Most Recent Annual Report With Officers & Directors: 07

Status: ACTIVE Date: Present

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Entity Dashboard

[Entity Overview](#)[Entity Registration](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family
Members](#)[RETURN TO SEARCH](#)

GREAT LAKES POWER & LIGHTING, INC

DUNS: 165151908 CAGE Code: 5LWD3

Status: Expired

9646 MARINE CITY HWY
CASCO, MI, 48064-4100,
UNITED STATES

Expiration Date: 07/31/2010

Purpose of Registration: Cannot be determined

Entity Overview

Entity Registration Summary

Name: GREAT LAKES POWER & LIGHTING, INC

Business Type: Business or Organization

Last Updated By: None Specified

Registration Status: Expired

Activation Date: N/A

Expired On: 07/31/2010

Exclusion Summary

Active Exclusion Records? No

**SBA Search
Results**[Skip Navigation](#) [Accessibility Options](#) **SBA Search Results**

the firm has CAGE code 5LWD3;
the firm or trade name begins with "GREATER LAKES POWER & LIGHTING, INC.";
the profile's status is Active;
and randomized by original start time of search: 2017-05-30 01:53:15 PM.

Data validation took 0.01 seconds. The count and search queries took 2.69 seconds and 2.92 seconds, respectively.

No profiles met your search criteria.

View	Name and Trade Name of Firm	Contact	Address and City, State Zip	Capabilities Narrative
------	-----------------------------	---------	-----------------------------	------------------------

No more matches

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Please notify SAM if you discover any inaccurate contact information (address, e-mail address, fax or phone number) in the way most convenient for you:

For SAM Customer Service, contact:
[Federal Service Desk](#) (8am - 8pm Eastern Time)
866-606-8220
334-206-7828
DSN: 866-606-8220

The structure of this page was last updated 02/01/2013, as part of SBSS 8.1.1.

SBA

Michelle McKenzie

From: Larry A. Kosofsky
Sent: Tuesday, May 30, 2017 4:05 PM
To: Michelle McKenzie
Subject: RE: Please investigate this company

Hello Michelle,

I have nothing on this company by Tax ID, Name or address in my system.

If they have not worked in the City in the past, then they would not be in violation of the ordinance.

Larry

From: Michelle McKenzie
Sent: Tuesday, May 30, 2017 3:58 PM
To: Larry A. Kosofsky
Subject: Please investigate this company

Larry,

I don't think you will find any work done by this company, but please review them for bid approval purposes.

I have attached their bid information.

Great Lakes Power & Lighting
9646 26 Mile Rd. (Marine City Hwy.)
Casco, MI 48064

President, Charles R Schwab

Tax ID# 20 0682437

Thank you for your help,

Michelle L. McKenzie
Purchasing Agent/Fiscal Analyst
City of Pontiac
MMcKenzie@pontiac.mi.us
Direct Dial (248) 758-3120
Fax (248) 758-3197

*Income
tax*

Equalization

Delinquent Taxes

Parcel Number: 74-12-032-3009-000
 Parcel Address: 9646 MARINE CITY HWY
 Owner: GREAT LAKES PROPERTY DEV LLC
 9646 MARINE CITY HWY
 CASCO, MI 48064

Interest Date: 5/30/2017 ☐ Recalculate

IMPORTANT NOTIFICATION #1: Payoff amounts on this site are not guaranteed for February 28th, March 1st, March 31st or April 1st. Taxes paid after midnight on February 28th and March 31st are subject to additional fees and penalties, if you are attempting to pay on a deadline date, please contact the Treasurer's office to ensure that your taxes have been paid in full.

IMPORTANT NOTIFICATION #2: Tax information for 2016 will not be available at the County until March of 2017, for information on 2016 taxes please contact the local taxing authority. Personal Property taxes are separate from Real Taxes and are never collected by the County Treasurer. Information on this page is real time, if a balance doesn't appear on this screen and you believe there is money owing please contact the Local Tax Unit or the County Treasurer for more information.

Tax Rolls

Year	Base Tax Due	Fees Due	Sale Type	Forf. Year	Status Code	Last Paid	Total Due
2016	0.00	0.00		0	PDC	12/29/2016	0.00
2015	0.00	0.00		0	PDC	12/31/2015	0.00
2014	0.00	0.00		0	PDC	2/17/2015	0.00
2013	0.00	0.00		0	PDC	2/24/2014	0.00
2012	0.00	0.00		0	PDC	2/11/2013	0.00
2011	0.00	0.00		0	PDC	2/15/2012	0.00
2010	0.00	0.00		0	PDC	2/22/2011	0.00
2009	0.00	0.00		0	PDC	2/22/2010	0.00
2008	0.00	0.00		0	PDC	2/24/2009	0.00
2007	0.00	0.00		0	PDD	6/19/2008	0.00
2006	0.00	0.00		0	PDC	1/22/2007	0.00
2005	0.00	0.00		0	PDD	3/28/2006	0.00
2004	0.00	0.00		0	PDC	12/22/2004	0.00

Status: Active

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Some of the tax parcel data may only be downloaded once a year. Tax parcel data should be verified by the local assessing officer. ST. CLAIR COUNTY DOES NOT AND CANNOT WARRANT THE PERFORMANCE, RESULTS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR ANY OTHER USE WHETHER EXPRESSED OR IMPLIED FOR THE DATA. In no event shall St. Clair County become liable to users of this data, or any other party, for any lost profits, lost savings, or any loss whether it is direct, indirect, special, incidental or consequential damages, including but not limited to time, money or goodwill, arising from the use

St Clair County
Property TAX

5/30/17, 1:47 PM

05/30/2017

ACTIVE VENDOR REPORT FOR CITY OF PONTIAC

Vendor Code	Vendor Name	Address	City/St/Zip
00000359	GOODYEAR CERTIFIED AUTO	SERVICE CENTER	PONTIAC, MI 48342
00001554	Goldner Walsh, Inc.	559 Orchard Lake Road	Pontiac, MI 48341
00001566	Grand Trunk Western Railroad	P.O. BOX 95361	CHICAGO, IL 60694-5361
00001573	Graybar Electric Company, Inc.	8350 Haggerty Road	Belleville, MI 48111
00001591	GUARDIAN ALARM CO. OF MI,	20800 SOUTHFIELD ROAD	SOUTHFIELD, MI 48075
00010297	GOYETTE MECHANICAL CO., INC.	3842 GOREY AVENUE	FLINT, MI 48506
10003776	GREG DAVIS LANDSCAPE SERVICE	471 RENAUD RD	GROSSE POINTE, MI 48236
10003855	GREAT LAKES MUNICIPAL SERVICES	1176 CASSADAY	HOPE, MI 48628
10003901	GREATER PONTIAC COMMUNITY COALITION	143 ONEIDA ROAD	PONTIAC, MI 48341
10003958	GRAINGER AKA W.W. GRAINGER, INC.	100 GRAINGER PARKWAY	LAKE FOREST, IL 60045-5201
10004034	MEN OF GRACE	35 E. HURON STREET	PONTIAC, MI 48342

A/P

not a vendor
in our
Accts Payable
System

Great Lakes Power & Lighting

All information relating to this company is shown below. [Click here to add a comment to this account.](#) Use the buttons

This company is currently **INACTIVE**, which means they did not renew their account when it expired. They cannot be unless they login and reactivate their service from their main menu. Please contact this company to inform them of this Department to contact them on your behalf.

General Company Information

Vendor ID #	16494
Company ID #	200682437
Company Name	Great Lakes Power & Lighting
Mailing Address	P.O. Box 342
City, State, Zip	Algonac, MI 48001
Account Last Updated	6/12/2013 5:18:32 PM
Account Status	Inactive, Fax Notification, One Year Bid System Access
Payment Information	Credit Card
Web Site Address	

Main Contact Information

First Name	Charles
Last Name	Schwab
Title	President
Telephone	(810) 794-1400
Fax	(810) 794-4023
Email	athueme@greatlakespwr.com

Contact Information for Purchase Orders

Error	Remittance Contact Missing
-------	----------------------------

Contact Information for Payment / Remittance

First Name	Charles
Last Name	Schwab
Title	President
Telephone	(810) 794-1400
Fax	(810) 794-4023
Email	
Payment Address	P.O. Box 342
City, State, Zip	Algonac, MI 48001

Miscellaneous Company Information

Business Type No valid selections for this Business Type
Owner Ethnicity
Minority Status
State of Michigan Minority ID#
Other Minority Certifications
Other Certification Names
Year Company Started
Number of Employees
Date Accepted Terms

Award History

Solicitation Number	Estimated Award	Bid Results	Buyer Comments
---------------------	-----------------	-------------	----------------

As of 5/30/2017, no solicitations have been awarded to this vendor.

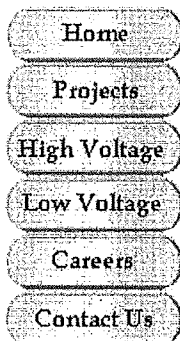
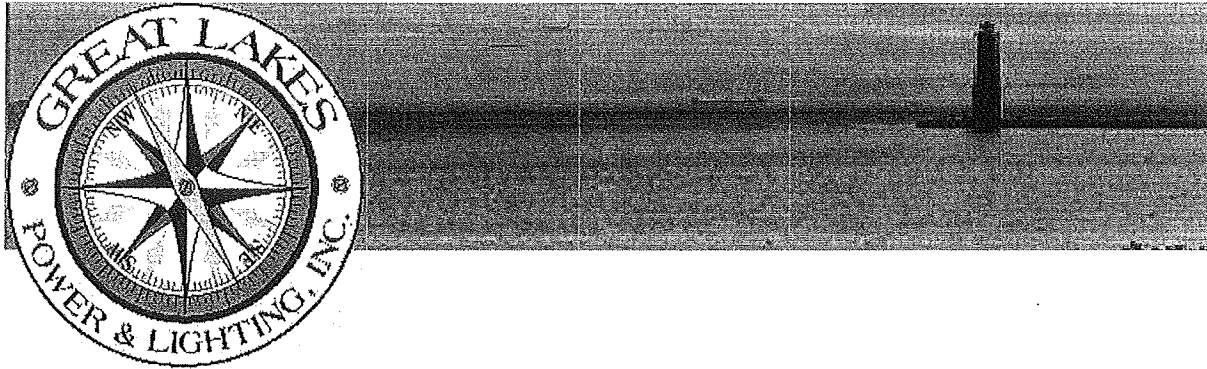
Codes (click here to view)

28514	Circuit Breakers, Load Centers, Boxes, and Panelboards
28534	Fuses, Fuse Blocks and Holders, Links, etc.
28564	Motor Controllers, Contactors, Push Button Stations, Relays, Safety Switches, SI and Brushes
28579	Switches, Miscellaneous
28595	Wiring Devices: Adapters, Caps, Connectors, Extension Cords, Fluorescent and Outlets, Plates and Covers, Plugs, Receptacles, Safety Cord Lock, Switches, Ter etc.(Incl.Recycled Electrical Products, Supplies)
91082	Wiring and Other Electrical Maintenance and Repair Services
91438	Electrical
92531	Electrical Engineering
92838	Electrical (Alternator/Generator, Battery, Ignition System, Lights, etc.) Maintenance
93625	Electrical Equipment (Except Cable and Wires, and Lighting Fixtures) Maintenance and Repair
93640	Hand Tools, Powered, All Kinds, Maintenance and Repair (Including Electrical and
93677	Substation/High Voltage (Electrical) Maintenance and Repair
94054	Power Supply Installation, Electric
94055	Power Supply Maintenance and Repair, Electric
99837	Electrical Supplies
# of Codes Selected	15

Add or Change Vendor ID#

Comments Area

New Search



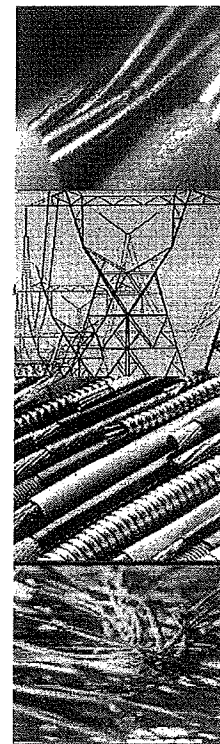
Welcome

Thank You for your intrest in **Great Lakes Power and Lighting, Inc.**

Located near the historic City of Algonac, Michigan, we support all of the Metro Detroit area reaching from Ann Arbor to Flint to Port Huron and into Canada.

This site is currently under contruction. Some of the links will not go anywhere. If you have any questions or comments, please us the [Contact Us](#) button and we will get back to you as soon as possible.

**Thank you again for your visiting
Great Lakes Power and Lighting, Inc.**



*company
website*



Aerial
photo
of the
company

BID TABULATION

Preliminary Bid Tab

ACTIVITY: DATE & TIME:		State Line Construction and Maintenance			J. Ranck Electric, Inc.			Great Lakes Power & Lighting, Inc.			The Harlan Electric Co.		
Street Light Mntnc 5/22/17 @ 2:00 PM													
ITEM:	pole / fixture	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
Standard Service Call Cost (for below items)	n/a	\$ 145.00	\$ 145.00	\$ 145.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 181.01	\$ 188.25	\$ 195.78
Additional cost to deploy 2nd crew	n/a	\$ 145.00	\$ 145.00	\$ 145.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 181.01	\$ 188.25	\$ 195.78
Emergency Service call (less than 24HR notice)	n/a	\$ 240.00	\$ 240.00	\$ 240.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 50.00	\$ 60.00	\$ 72.00	\$ 373.39	\$ 388.33	\$ 403.86
Re-wire Pole (cost per ft.)	Standard pole	\$ 1.50	\$ 1.50	\$ 1.50	\$ 10.00	\$ 10.00	\$ 10.00	\$ 20.00	\$ 22.00	\$ 24.00	\$ 2.99	\$ 3.11	\$ 3.23
Re-wire Pole (cost per ft.)	Decorative	\$ 1.50	\$ 1.50	\$ 1.50	\$ 10.00	\$ 10.00	\$ 10.00	\$ 18.00	\$ 20.00	\$ 22.00	\$ 4.53	\$ 4.71	\$ 4.89
Replace Bulb	Standard pole	\$ 45.00	\$ 45.00	\$ 45.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 100.00	\$ 110.00	\$ 120.00	\$ 18.10	\$ 18.82	\$ 19.58
Remove and Replace LED Fixture	Cobra Head LED	\$ 130.00	\$ 130.00	\$ 130.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 220.00	\$ 240.00	\$ 260.00	\$ 90.50	\$ 94.12	\$ 97.89
Remove and Replace LED Fixture	Decorative LED	\$ 130.00	\$ 130.00	\$ 130.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 160.00	\$ 170.00	\$ 180.00	\$ 108.60	\$ 112.95	\$ 117.47
Replace fuse	Standard / Decorative pole	\$ 65.00	\$ 65.00	\$ 65.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 70.00	\$ 72.00	\$ 74.00	\$ 18.10	\$ 18.82	\$ 19.58
Replace ballast	Standard / Decorative pole	\$ 130.00	\$ 130.00	\$ 130.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 160.00	\$ 170.00	\$ 45.25	\$ 47.06	\$ 48.94

Bid
Tab 1/3

		State Line Construction and Maintenance			J. Ranck Electric, Inc.			Great Lakes Power & Lighting, Inc.			The Harlan Electric Co.		
ITEM:	pole / fixture	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
Replace photocell	n/a	\$ 65.00	\$ 65.00	\$ 65.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 110.00	\$ 120.00	\$ 30.77	\$ 32.00	\$ 33.28
Service Call for Pole replacement	Standard pole	\$ 145.00	\$ 145.00	\$ 145.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 248.93	\$ 258.89	\$ 269.24
Emergency Service call for Pole replacement only (less than 24HR notice)	Standard pole	\$ 285.00	\$ 285.00	\$ 285.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 373.39	\$ 388.33	\$ 403.86
Replace Poles/support structures (wood)	Standard pole	\$ 626.99	\$ 626.99	\$ 626.99	\$ 750.00	\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,700.00	\$ 2,900.00	\$ 622.32	\$ 647.22	\$ 673.10
Replace Poles/support structures (aluminum)	Standard pole	\$ 574.74	\$ 574.74	\$ 574.74	\$ 750.00	\$ 750.00	\$ 750.00	\$ 2,900.00	\$ 3,100.00	\$ 3,300.00	\$ 597.43	\$ 621.33	\$ 646.18
Standard Service call	n/a	\$ 145.00	\$ 145.00	\$ 145.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 181.01	\$ 188.25	\$ 195.78
Hourly Rate for electrician for items outside of scope	n/a	\$ 100.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 175.00	\$ 185.00	\$ 64.00	\$ 66.00	\$ 68.00	\$ 135.75	\$ 141.18	\$ 146.83
Emergency Service call for overhead wire only (less than 24HR notice)	n/a	\$ 285.00	\$ 285.00	\$ 285.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 271.51	\$ 282.37	\$ 293.66
Replace Overhead wire (cost per ft.)	n/a	\$ 1.90	\$ 1.90	\$ 1.90	\$ 15.00	\$ 15.00	\$ 15.00	\$ 25.00	\$ 27.00	\$ 29.00	\$ 2.26	\$ 2.35	\$ 2.45
Standard Service Call (underground wire only) Cost	n/a	\$ 145.00	\$ 145.00	\$ 145.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 181.01	\$ 188.25	\$ 195.78
Emergency Service call for underground wire only (less than 24HR notice)	n/a	\$ 285.00	\$ 285.00	\$ 285.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 271.51	\$ 282.37	\$ 293.66

Bid
TAB 2/3

		State Line Construction and Maintenance			J. Ranck Electric, Inc.			Great Lakes Power & Lighting, Inc.			The Harlan Electric Co.		
ITEM:	pole / fixture	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
Replace underground wire - excavation and repair (cost per linear ft.) cost should include backfill and	n/a	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 7.00	\$ 8.00	\$ 9.00	\$ 31.68	\$ 32.94	\$ 34.26
Service call for directional drilling	n/a	\$ 975.00	\$ 975.00	\$ 975.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 724.02	\$ 752.98	\$ 783.10
Cost for directional drilling of conduit (per linear ft.)	n/a	\$ 40.00	\$ 40.00	\$ 40.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 20.00	\$ 22.00	\$ 24.00	\$ 28.16	\$ 29.29	\$ 30.46
Standard Service Call (diagnose wire break) Cost	n/a	\$ 145.00	\$ 145.00	\$ 145.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 181.01	\$ 188.25	\$ 195.78
Emergency Service call for diagnosing wire break (less than 24HR notice)	n/a	\$ 285.00	\$ 285.00	\$ 285.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 271.51	\$ 282.37	\$ 293.66
Cost per hour to diagnose a wire break or short	n/a	\$ 100.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 175.00	\$ 185.00	\$ 64.00	\$ 66.00	\$ 68.00	\$ 95.02	\$ 98.82	\$ 102.77

Witness: Michelle McKenzie, Purchasing Agent

Witness: John Balint, City Engineer

Opened by City Clerk: Annette Wesley Date: 5/22/17 @ 2:00 pm

Bid
7/10/17
3/3

Notification Postings

For: City Street Lighting Maintenance RFP

Bid Opening Held: May 22, 2017 @ 2:00 pm

Pontiac City Clerk's Office

Pontiac Cable TV station

City of Pontiac website

Sent to Michigan Municipal League

Sent to Construction Market Data Group

Sent to Builders Exchange of Michigan

Sent to Construction Association of Michigan

Posted on Bulletin Boards upstairs and downstairs

*Posting
Notice of
Bid*

96876	STREET LIGHT MAINTENANCE AND REPAIR					
Company	Contact	Title	Address 1	City	State	Zip
A1 Utility Contractor, Inc.	Troy Lyons	President	2295 Lone Pine Rd.	Gaylord	MI	49735
All Prop LLC	Matt Goss	Owner	6327 W Coldwater Rd	Flushing	MI	48433
Allied Building Service Company of Detroit, Inc.	PM Director	Project Manager Director	1801 Howard St.	Detroit	MI	48216
Anode Lighting Co	mike oneil	owner	8713 bonaventure	Brighton	MI	48116
Beckett & Raeder	Angela Cesere	Project Professional	535 W. William Suite 101	Ann Arbor	MI	48108
Bratic Enterprise LLC	Stevan Bratic	Managing Director	125 Woodlawn Ave.	Royal Oak	MI	48073
City Electric Supply	Brad Jenks	Senior Group Manager	727 W. Ellsworth Road Suite 1	Ann Arbor	MI	48108
Corby Energy Services, Inc	Jeffrey Corby	Project Estimator	6001 Schooner Drive Post Office Box 970	Belleville	MI	48112
Cornerstone Industrial, Inc.	John Pugno	Controller	1150 Bloomer Rd.	Rochester Hills	MI	48307
D.A. Van Dam & Associates	Cissy Van Dam	Marketing Director	1540 Fisher Drive	Hubbard	OH	44425
D.V.M. Utilities, Inc.	Vinay Shenoy	Estimator	6045 Sims Rd., Suite 2,	Sterling Heights	MI	48313
Dave's Electric Services, Inc.	David Woodward	Owner	6650 Highland Rd, Ste 315	Waterford	MI	48327
Detroit Disposal & Recycling, LLC	John Francis	President	1475 E Milwaukee St	Detroit	MI	48211
E.C. Korneffel Company	Bruce Kresslein	Engineer/Estimator	2691 Veterans Parkway	Trenton	MI	48183
Eco-Green-Energy, LLC	Sheldon Wardwell	Owner	17401 East Ten Mile	Eastpointe	MI	48021
Electro-Matic Products, Inc.	Jason Sluyter	LED Lighting & Visual Products Sales	23409 Industrial Park Ct.	Farmington Hills	MI	48335
Energy Group, Inc.	Matt Donnellon	President	8837 Lyndon St	Detroit	MI	48238
Energy Sciences Resource Partners	Shelley Sullivan	Partner	725 South Adams Rd.	Birmingham	MI	48009

1/3
Vendor
List

Evergreen Applied Technologies	Christopher Lewis	Owner	3735 Evergreen Parkway	Evergreen	CO	80439
Global Building Maintenance	Loretta Trowbridge	Senior Vice President	26403 West Grand River Avenue	Redford Township	MI	48240
Global Envoy, Inc	David DeAvila	President	125 Ottawa Ave NW, Ste 364	Grand Rapids	MI	49503
Golden Dental Plans, Inc.	Anthony Lentine	V.P.	29377 Hoover Road	Warren	MI	48093
Harlan Electric Company	Chad Pioletti	Estimator	2695 Crooks Road	Rochester Hills	MI	48309
Honeywell International, Inc.	Dick Williams	State and Local Government Leader - Mich	49116 Wixom Tech Drive	Wixom	MI	48187
Infinite Energy Solutions	Ryan Walsh	Product Specialist	1407 Allen Dr. Suite J	Troy	MI	48083
Lecom Inc.	Anthony Lentine	Vice President	29377 Hoover Dr.	Warren	MI	48093
Leotek Electronics USA LLC	Luke Faubion	Marketing Information Specialist	1955 Lundy Avenue	San Jose	CA	95131
LGC Global (Lakeshore Global Corporation)	Elizabeth Scalzo	Proposal Manager	7310 WOODWARD, Suite 500	DETROIT	MI	48202
Lumerica	Justin Palm	President	25171 Dequindre Rd.	Madison Heights	MI	48071
Master Corporate Cleaning LLC.	Pieter Casteleyn	President	P.O. Box 452	New Hudson	MI	48165
Maverick Construction Corporation	Douglas Gray	Business Development and CRM	One Westinghouse Plaza, Building D	Boston	MA	2136
Metro Engineering Solutions LLC	Jeffrey Bush	V.President	6001 Schooner Dr PO Box 1710	Belleville	MI	48112
MHM Construction, LLC	Mary Michelsen	Owner	74016 Pietz	Armada	MI	48005
Michigan Pipe and Valve	Kent Clark	Inside Sales	113 W Michigan Ave	Jackson	MI	59204
Motor City Electric Technologies, Inc.	Rene Edwards	Administrative Assistant	9440 Grinnell	Detroit	MI	48213
Nationwide Construction Group	scott keller	president	53861 Gratiot Ave.	Chesterfield	MI	48051
Northern Sign Co.	Rick Kielbasa	President	101 E. Walton	Pontiac	MI	48340

Vendor
List
MITN
2/3

Parsons Transportation Group Inc. of Michigan	Ken Wells	Engineering Manager	26777 Central Park Boulevard, Suite 275	Southfield	MI	48076
Power Vac of Michigan / Service Pro	Michael VanCouwenbergh	Service Representative	44300 Grand River Ave.	Novi	MI	48375
Rauhorn Electric, Inc.	Todd Underhill	Chief Estimator	17171 - 23 Mile Road	Macomb	MI	48042
Red Dipper, LLC	Constance James	Alternative Energy Consultant	2151 Isaac Lane	East Lansing	MI	48824
Specialized Power Services, Inc.	Elizabeth Douglass	President	60687 Lillian Street	South Lyon	MI	48178
stapleton enterprises llc	John Stapleton	President	4514 Leighton lane	Fort Wayne	IN	46816
State Line Construction and Maintenance	Melanie Steele	COO	440 Burroughs Ste 644	Detroit	MI	48202
Teddy's lawn and landscape	Steve Rice	Sales manager	12725 Levan Road	Livonia	MI	48150
TEPS	Rick Eckhout	Salesman	1411 W. Nine Mile	Ferndale	MI	48220
Titan LED	Jim Dye	RSM	2056 Dover	Wixom	MI	48393
V Pizzo Electric LLC	Vincenzo Pizzo	owner	22327 Starks Dr.	Clinton Twp	MI	48036
Western Tel-Com, Inc.	Ken Secord	Corp Fin Director	A4273 Blue Star Hwy PO Box 1317	Holland	MI	49422
Zuniga Cement Construction Inc.	Tomas Zuniga	Owner	22500 Ryan Rd	Warren	MI	48091
CMG Ventures	Charles Groover	Proprietor	240 N Highland	Dearborn	MI	48128
Don Eizen	Don Eizen	Principal	1905 Rowland Ave	Royal Oak	MI	48067
New Electric Sterling Heights LLC	Tim Perry	Branch Manager	6475 19 1/2 mile	Sterling Heights	MI	48314
PIBC, LLC	Wes Pfeiffer	President	23477 West River Rd	Grosse Ile	MI	48138
Pro-mo Lawn & Landscape	Paul Anklam	Owner	6077 higgins	Sterling Hts.	MI	48314

Vander
 List
 with
 3/3

From: Michelle McKenzie [<mailto:MMcKenzie@pontiac.mi.us>]
Sent: Friday, May 12, 2017 9:12 AM
To: leonbrown@earthorbittech.com
Subject: RE: City Street Light Maintenance

Leon,

Thank you for your notice of interest.
Looking forward to reading your bid proposal.

Best Regards,

Michelle L. McKenzie
Purchasing Agent/Fiscal Analyst
City of Pontiac
MMcKenzie@pontiac.mi.us
Direct Dial (248) 758-3120
Fax (248) 758-3197

-----Original Message-----

From: leonbrown@earthorbittech.com [<mailto:leonbrown@earthorbittech.com>]
Sent: Friday, May 12, 2017 8:56 AM
To: Michelle McKenzie
Subject: RE: City Street Light Maintenance
Importance: High
Sensitivity: Private

Yes, we are bidding!

Please enjoy this quarter 2017 news letter from Earth Orbit Technologies.

Leon Brown
Technical Sales Director

Earth Orbit Technologies Inc.

Website:
www.earthorbittech.com
148 W. Walton Blvd
Pontiac, Michigan 48340

Linkedin: <https://www.linkedin.com/in/leon-brown-mba-eng-b794456>

Office: 248-247-1165 ext 115
M: 248-980-2021

Direct
Solicit
1/2

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> -----Original Message-----

> From: Michelle McKenzie [<mailto:MMcKenzie@pontiac.mi.us>]

> Sent: Friday, May 12, 2017 8:44 AM

> To: leonbrown@earthorbittech.com

> Subject: City Street Light Maintenance

>

> Hello Leon,

>

> I have attached the RFP for your review.

> Hope you will consider bidding this project.

>

> Best Regards,

> Michelle L. McKenzie

> Purchasing Agent/Fiscal Analyst

> City of Pontiac

> MMcKenzie@pontiac.mi.us <<mailto:MMcKenzie@pontiac.mi.us>>

> Direct Dial (248) 758-3120

> Fax (248) 758-3197

Direct
Solicit
2/2



Financial Services – Purchasing Division

NOTICE

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

City Street Light Maintenance

If your firm plans to bid on this project, please send an e-mail response to MMcKenzie@pontiac.mi.us with the following information:

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

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

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Monday, May 22, 2017 at 2:00 p.m. prevailing local time in the City Hall Lion's Den Conference Room at 47450 Woodward Ave for:

City Street Light Maintenance

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by **2:00 PM, Monday, May 22, 2017**. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

"City Street Light Maintenance"

No pre-bid meeting.

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

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

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

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

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

If you have any questions regarding this RFP, please contact the Purchasing Agent at (248) 758-3120 or send an email to MMcKenzie@pontiac.mi.us

1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the City Street Light Maintenance will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 PM, Monday, May 22, 2017 and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "City Street Light Maintenance", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac, 47450 Woodward, Pontiac, MI 48342.

Bids will be received during regular business hours at the place and up to the time stated in the Advertisement. Any extension in time will be by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder's entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

1.2 Examination of Bid Documents

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

1.3 Withdrawal of Bids

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

1.4 Bid Form

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

1.5 Basis of Award

The intention of the City is to award the contract for this job to a bidder whose skill and financial resources are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful bidder will show proof of at least two (2) years' experience in City Street Light Maintenance.

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

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

1.6 Bid Bond

A Three Thousand dollar certified check of guaranty or bid bond (\$3,000.00) is required. The Bid Bond will be released when all bids are rejected, or the City enters a contract with the lowest qualified bidder. Any interest accrued on the Bid Bond deposit shall be retained by the City of Pontiac.

1.7 Pre-Bid Meeting

No pre-bid meeting.

2. TERMS AND CONDITIONS

2.1 Laws and Municipal Ordinances, Permits

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

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

2.2 Non-Discrimination

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

2.3 Indemnification

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

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

2.4 Jurisdictional Authority

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

2.5 Severability

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

2.6 Income Taxes

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

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) 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.

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

2.7 Compensation and Payment

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

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

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

Payment Terms – Net 30

2.8 General Conditions

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

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection.

All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

2.9 Quotations/Proposals

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

2.10 Minor Deviations

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

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

2.11 Bonds and Insurance

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

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the

City of Pontiac. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

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

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 2,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, 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: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342.

Proof of Insurance Coverage: The Contractor shall provide The City of Pontiac at the time that 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.

Expiration of Policies: If any of the above coverage expires during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Pontiac at least ten (10) days prior to the expiration date.

2.12 Performance Bond

A One Hundred Thousand dollar (\$ 100,000.00) performance bond is required.

2.13 Payment Bond

A payment bond is not required.

2.14 Maintenance and Guarantee Bond

A maintenance and guarantee bond is not required.

2.15 Subcontracting

The City of Pontiac will allow subcontracting for this agreement. A subcontractor's information will need to be submitted to the City for approval. Authorization will be given upon written notice from the City.

3. DESCRIPTION OF SERVICES

3.1 GENERAL

The City of Pontiac is seeking a qualified contractor to do City Street Light Maintenance for the City of Pontiac. The successful bidder shall demonstrate past experience in City Street Light Maintenance for at least two years.

The City of Pontiac owns 2,124 street lights that vary from LEDs, High Pressure Sodium and Mercury Vapor lights. The breakdown is as follows:

<u>Current Watt</u>	<u>Quantity</u>	<u>Current Watt</u>	<u>Quantity</u>
175 MV	87	060-069 LED	93
400 MV	182	120-129 LED	285
		150-159 LED	111
100 HPS	68	180-189 LED	62
150 HPS	449	250-259 LED	90
250 HPS	370	300-309 LED	5
310 HPS	28		
400 HPS	294		

Contractor shall comply with all applicable O.S.H.A, M.U.T.C.D and M.I.O.S.H.A. laws and regulations. The Contractor shall furnish the necessary personnel for the services to be provided hereunder, such personnel to be employees of Contractor. Contractor shall provide the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

All employees will be required to wear safety articles as required by law at the sole cost of the contractor.

Materials:

1. The City of Pontiac may supply all the street lighting materials, or contract with the necessary vendor for the winning bidder to pick up the materials needed for a job.
2. Materials that are provided by the contractor will need a materials invoice with the submission of an invoice, of work done, to the City.
3. The City of Pontiac will not provide any storage for equipment or materials.

Scope of Services:

1. Repair. Perform electrical, electronic, and mechanical diagnostics on street lights and poles to determine reason for light failure.
 - a. Re-wire (in pole, above and below ground)
 - b. Replace bulb(s)
 - c. Remove and replace LED fixtures
 - d. Replace fuses
 - e. Replace circuit/breakers
 - f. Replace ballast(s)
 - g. Replace poles/support structures
 - h. Replace photocell(s)
 - i. Issue detailed monthly activity reports
 - j. Contractor to supply all materials
2. Maintain.
 - a. Develop and implement a preventative maintenance program (Contractor to include a detailed preventative maintenance program. i.e. change bulbs every 2.5 years)
 - i. Detailed reporting function
3. Equipment.
 - a. List equipment intended to perform scope of work (please indicated if you rent or own)
4. Requirements.
 - a. Licenses
 - i. Electrical
 - ii. CDL

- b. Coordinate with Miss Dig when required
 - c. Coordinate with DTE when necessary
 - d. No permits will be required
 - e. Properly disposing of waste
5. Service and Response Time.
- a. 24/7/365 on-call service
 - b. Twenty-four hour response time to light failures

3.2 TERM OF CONTRACT

The Contract expires June 30, 2018. There will be an option for extension of the contract in one year increments for year two and three. The City of Pontiac would inform the contractor a minimum of 30 days prior to expiration to enact optional years two and or three. The City has the right to break the agreement with 30 days' notice.

3.3 CONTRACTOR'S EMPLOYEES

The Contractor and the employees that the Contractor assigns to the City of Pontiac shall be responsible employees that will comply with the following terms and conditions.

3.3.1. Contractor and its employees will report hazardous conditions and items in need of repair such as non-functioning lights, oil, other fluids, or litter that may pose a trip hazard to the City employee that is authorized to take action for resolution in a timely manner.

3.3.2. The City of Pontiac shall have the right to require the Contractor to dismiss any employee deemed incompetent, careless, or otherwise objectionable, or any personnel whose actions or appearance are deemed inconsistent with the best interests of the City. However, in this regard, the City of Pontiac shall not require the Contractor to take any action that would be in violation of state or federal laws or applicable union contracts.

3.3.3. It is assumed that all employees brought onto City properties by the Contractor will have the requisite skills to perform their designated tasks. Necessary training shall be performed at the Contractor's expense and untrained individuals shall not be brought onto the premises for so called "On the Job Training".

3.3.4. Contractor shall interview and screen all employees prior to bringing them on City premises. If any employee of the Contractor has had a criminal record, especially a felony conviction, the Contractor shall provide the employment applications to the designated representative of the City. Further, said employee may be restricted from working or entering specific City buildings or on specific properties at the sole discretion of the City.

3.3.5. Contractor shall provide a Supervisor or Foreman, acceptable to the City of Pontiac's representative, to direct the operations, and to coordinate and review procedures with

the City's representative. Said General Supervisor shall be available to the City if it is required for City operations and shall not have responsibilities on any other of the Contractor's "accounts" which would conflict with the duties required of the City by this contract.

3.3.6. Contractor agrees that the services covered under this proposal shall be performed by qualified, competent, careful, and efficient employees, in the strictest conformity with the best practices and standards generally prevailing for the specific service being rendered, and in the strictest conformity with such practices and standards as may be prescribed by the City from time to time.

3.4 NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract can be sub-contracted, assigned or transferred by the Contractor with prior written consent of the City.

3.5 CITY RULES

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

3.7 PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

3.8 PAYMENTS TO CITY

No payments to the City required.

THIS ENDS THE ABOVE SECTION

FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2017

To All Here Present:

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

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

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

This item of work shall include all labor, equipment, material and complete clean-up of the streets that the lighting has been repaired or replaced.

CITY OF PONTIAC - BID PROPOSAL

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

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

BY: _____ BY: _____

Name and Title (print or type)

Street

City

State

Zip Code

NOTE: cost below should not include the cost of materials (i.e. bulbs, fuse and wire) only labor and equipment

Item	Type of pole/fixture	Year 1 Cost	Year 2 Cost	Year 3 Cost
Standard Service Call Cost (for below items)	n/a			
Additional cost to deploy 2nd crew	n/a			
Emergency Service call (less than 24HR notice)	n/a			
Re-wire Pole (cost per ft.)	Standard pole			
Re-wire Pole (cost per ft.)	Decorative			
Replace Bulb	Standard pole.			
Remove and Replace LED Fixture	Cobra Head LED			
Remove and Replace LED Fixture	Decorative LED			
Replace fuse	Standard/Decorative pole			
Replace ballast	Standard/Decorative pole			
Replace photocell	n/a			
Service Call for Pole replacement	Standard pole			
Emergency Service call for Pole replacement only (less than 24HR notice)	Standard pole			
Replace Poles/support structures (wood)	Standard pole			
Replace Poles/support structures (aluminum)	Standard pole			
Standard Service call	n/a			
Hourly Rate for electrician for items outside of scope	n/a			

Street Light Maintenance Bid Sheet (part 2 of 2)												
CITY OF PONTIAC - BID PROPOSAL												
I attest that the bid includes all information necessary for the City of Pontiac to accept bid.												
FIRM NAME: _____						DATE: _____						
BY: _____						BY: _____						
Signature						Name and Title (print or type)						
NOTE: cost below should not include the cost of materials (i.e. bulbs, fuse and wire) only labor and equipment												
Item	Type of pole/fixture	Year 1 Cost	Year 2 Cost	Year 3 Cost								
Emergency Service call for overhead wire only (less than 24HR notice)	n/a											
Replace Overhead wire (cost per ft.)	n/a											
Standard Service Call (underground wire only) Cost	n/a											
Emergency Service call for underground wire only (less than 24HR notice)	n/a											
Replace underground wire -excavation and repair (cost per linear ft.) cost should include backfill and restoration	n/a											
Service call for directional drilling	n/a											
Cost for directional drilling of conduit (per linear ft.)	n/a											
Standard Service Call (diagnose wire break) Cost	n/a											
Emergency Service call for diagnosing wire break (less than 24HR notice)	n/a											
Cost per hour to diagnose a wire break or short	n/a											
Above pricing should include the cost of diagnostics												
<p>Example of how a job is billed for replacement of 5 bulbs and 1 fuse.</p> <p>= \$75 + \$100 (5X20) + \$15 = \$190 labor</p> <p>= \$5 + \$50 (10X5) = \$55 X 10% = \$60.5 materials</p> <p>Total bill = \$250.50</p> <p>Contractor pricing</p> <p>Standard Service Call \$75</p> <p>Replace Bulb \$20</p> <p>Replace Fuse \$15</p> <p>Materials</p> <p>Bulb \$10</p> <p>Fuse \$5</p>					<p>Disclaimer:</p> <p>The City of Pontiac reserve the right to eliminate any of the work items listed above ,if the work is no longer required or is in the best interest of the City</p> <p>The City of Pontiac reserves the right to bid out any work that would be deemed outside the scope of work , including but not limited to replacing traditional lights with LED fixtures</p>							

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

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

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

The proposer acknowledges the receipt of Addenda numbered _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization submitting a bid.

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX# _____

Federal Tax Identification Number: _____

Date: _____

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 two (2) years:

1) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

2) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

3) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

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

LIST EQUIPMENT INTENDED TO PERFORM SCOPE OF WORK:

CONTRACT FOR [TYPE OF SERVICE]

- 1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and [NAME OF CONTRACTOR] hereinafter called the "Contractor".
- 2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide [TYPE OF SERVICE] to the City (see Scope of Services below).
- 3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform [TYPE OF SERVICE] in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.
- 4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).
- 5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

[INSERT PAYMENT TERMS PER CONTRACT]

- 6) Period of Performance. This contract will become effective for the period beginning [TIME PERIOD], with [ANY RENEWAL OPTIONS] upon the approval and signature of the parties hereto.
- 7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.
- 8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.
- 9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

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

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

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

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide [TYPE OF SERVICE].

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

[INSERT SPECIFICS OF RFP HERE]

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.

- 6) Insurance. The Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Pontiac. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.
- a) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
- b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- c) Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. 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.
- e) Cancellation Notice: All policies, as described above, shall include an endorsement stating that 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 City Administrator for the City of Pontiac.

- f) Proof of Insurance Coverage: The Contractor shall provide The City of Pontiac at the time that 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.
 - g) Expiration of Policies: If any of the above coverage expires during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.
 - h) Indemnification: To the extent permitted by law, the Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the Contractor's services. In addition, the Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.
 - i) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
 - j) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had

civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.
- 10) Default. If the Contractor:
 - a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
 - b) Causes stoppage or delay of, or interference with, the project;
 - c) Fails to promptly pay its employees for work on the project;
 - d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;

- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

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

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

purposes of costs and other damages under the contract and for the breach thereof; and

- ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

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

event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.

15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

- 18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- 20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other

contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.
- 28) Termination for convenience clause.
- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
 - b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.

- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

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

God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

e) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.

f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

30) **Termination upon bankruptcy.** This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

31) **Third party action notification.** The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.

32) **Unsatisfactory work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such

deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

33) Waiver. No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

34) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

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

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

b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.

c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.

d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

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

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

[CONTRACTOR]

DATE

Sign: _____

Print: _____

Title: _____

City of Pontiac

DATE

Sign: _____

Print: _____

Title: _____

BID TABULATION

Preliminary Bid Tab

ACTIVITY: Street Light DATE & TIME: Mntnc 5/22/17 @ 2:00 PM		State Line Construction and Maintenance			J. Ranck Electric, Inc.			Great Lakes Power & Lighting, Inc.			The Harlan Electric Co.		
ITEM:	pole / fixture	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
Standard Service Call Cost (for below items)	n/a	\$ 145.00	\$ 145.00	\$ 145.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 181.01	\$ 188.25	\$ 195.78
Additional cost to deploy 2nd crew	n/a	\$ 145.00	\$ 145.00	\$ 145.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 181.01	\$ 188.25	\$ 195.78
Emergency Service call (less than 24HR notice)	n/a	\$ 240.00	\$ 240.00	\$ 240.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 50.00	\$ 60.00	\$ 72.00	\$ 373.39	\$ 388.33	\$ 403.86
Re-wire Pole (cost per ft.)	Standard pole	\$ 1.50	\$ 1.50	\$ 1.50	\$ 10.00	\$ 10.00	\$ 10.00	\$ 20.00	\$ 22.00	\$ 24.00	\$ 2.99	\$ 3.11	\$ 3.23
Re-wire Pole (cost per ft.)	Decorative	\$ 1.50	\$ 1.50	\$ 1.50	\$ 10.00	\$ 10.00	\$ 10.00	\$ 18.00	\$ 20.00	\$ 22.00	\$ 4.53	\$ 4.71	\$ 4.89
Replace Bulb	Standard pole	\$ 45.00	\$ 45.00	\$ 45.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 100.00	\$ 110.00	\$ 120.00	\$ 18.10	\$ 18.82	\$ 19.58
Remove and Replace LED Fixture	Cobra Head LED	\$ 130.00	\$ 130.00	\$ 130.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 220.00	\$ 240.00	\$ 260.00	\$ 90.50	\$ 94.12	\$ 97.89
Remove and Replace LED Fixture	Decorative LED	\$ 130.00	\$ 130.00	\$ 130.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 160.00	\$ 170.00	\$ 180.00	\$ 108.60	\$ 112.95	\$ 117.47
Replace fuse	Standard / Decorative pole	\$ 65.00	\$ 65.00	\$ 65.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 70.00	\$ 72.00	\$ 74.00	\$ 18.10	\$ 18.82	\$ 19.58
Replace ballast	Standard / Decorative pole	\$ 130.00	\$ 130.00	\$ 130.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 160.00	\$ 170.00	\$ 45.25	\$ 47.06	\$ 48.94

		State Line Construction and Maintenance			J. Ranck Electric, Inc.			Great Lakes Power & Lighting, Inc.			The Harlan Electric Co.		
ITEM:	pole / fixture	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
Replace photocell	n/a	\$ 65.00	\$ 65.00	\$ 65.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 110.00	\$ 120.00	\$ 30.77	\$ 32.00	\$ 33.28
Service Call for Pole replacement	Standard pole	\$ 145.00	\$ 145.00	\$ 145.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 248.93	\$ 258.89	\$ 269.24
Emergency Service call for Pole replacement only (less than 24HR notice)	Standard pole	\$ 285.00	\$ 285.00	\$ 285.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 373.39	\$ 388.33	\$ 403.86
Replace Poles/support structures (wood)	Standard pole	\$ 626.99	\$ 626.99	\$ 626.99	\$ 750.00	\$ 750.00	\$ 750.00	\$ 2,500.00	\$ 2,700.00	\$ 2,900.00	\$ 622.32	\$ 647.22	\$ 673.10
Replace Poles/support structures (aluminum)	Standard pole	\$ 574.74	\$ 574.74	\$ 574.74	\$ 750.00	\$ 750.00	\$ 750.00	\$ 2,900.00	\$ 3,100.00	\$ 3,300.00	\$ 597.43	\$ 621.33	\$ 646.18
Standard Service call	n/a	\$ 145.00	\$ 145.00	\$ 145.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 181.01	\$ 188.25	\$ 195.78
Hourly Rate for electrician for items outside of scope	n/a	\$ 100.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 175.00	\$ 185.00	\$ 64.00	\$ 66.00	\$ 68.00	\$ 135.75	\$ 141.18	\$ 146.83
Emergency Service call for overhead wire only (less than 24HR notice)	n/a	\$ 285.00	\$ 285.00	\$ 285.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 271.51	\$ 282.37	\$ 293.66
Replace Overhead wire (cost per ft.)	n/a	\$ 1.90	\$ 1.90	\$ 1.90	\$ 15.00	\$ 15.00	\$ 15.00	\$ 25.00	\$ 27.00	\$ 29.00	\$ 2.26	\$ 2.35	\$ 2.45
Standard Service Call (underground wire only) Cost	n/a	\$ 145.00	\$ 145.00	\$ 145.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 181.01	\$ 188.25	\$ 195.78
Emergency Service call for underground wire only (less than 24HR notice)	n/a	\$ 285.00	\$ 285.00	\$ 285.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 271.51	\$ 282.37	\$ 293.66

		State Line Construction and Maintenance			J. Ranck Electric, Inc.			Great Lakes Power & Lighting, Inc.			The Harlan Electric Co.		
ITEM:	pole / fixture	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
Replace underground wire - excavation and repair (cost per linear ft.) cost should include backfill and	n/a	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 7.00	\$ 8.00	\$ 9.00	\$ 31.68	\$ 32.94	\$ 34.26
Service call for directional drilling	n/a	\$ 975.00	\$ 975.00	\$ 975.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 724.02	\$ 752.98	\$ 783.10
Cost for directional drilling of conduit (per linear ft.)	n/a	\$ 40.00	\$ 40.00	\$ 40.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 20.00	\$ 22.00	\$ 24.00	\$ 28.16	\$ 29.29	\$ 30.46
Standard Service Call (diagnose wire break) Cost	n/a	\$ 145.00	\$ 145.00	\$ 145.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 181.01	\$ 188.25	\$ 195.78
Emergency Service call for diagnosing wire break (less than 24HR notice)	n/a	\$ 285.00	\$ 285.00	\$ 285.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 50.00	\$ 60.00	\$ 70.00	\$ 271.51	\$ 282.37	\$ 293.66
Cost per hour to diagnose a wire break or short	n/a	\$ 100.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 175.00	\$ 185.00	\$ 64.00	\$ 66.00	\$ 68.00	\$ 95.02	\$ 98.82	\$ 102.77

Witness: Michelle McKenzie, Purchasing Agent

Witness: John Balint, City Engineer

Opened by City Clerk: Annette Wesley Date: 5/22/17 @ 2:00 pm



DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Honorable City Council

FR: Garland Doyle, M.P.A., CNP, Deputy Director, Community Development Department

THRU: Jane Bais DiSessa, Deputy Mayor

DA: June 13, 2017

RE: Michigan Motion Picture Studios, LLC Request to Establish a Plant Rehabilitation District

Michigan Motion Picture Studios, LLC is requesting that the City of Pontiac establish a Plant Rehabilitation District for parcel 19-03-201-002 as provided in PA198 of 1974 commonly known as 1999 Centerpoint Parkway.

The request to establish the district in being made is support of the acquisition of the property by Williams International Co., LLC. (Williams). Williams is proposing to relocate its Commerce Township operation to Pontiac in order to meet the current and anticipated business growth in both its military and commercial operations.

The former motion picture studios located at 1999 Centerpoint will be reconstructed into a highly automated, high-tech manufacturing facility for the development and testing of new product lines under development by Williams. Williams will invest over \$300,000,000 dollars in the next five years to transform 1999 Centerpoint into a state-of art aerospace headquarters and manufacturing facility. Williams projects to bring 900 jobs to the City by 2022, 500 of which will be relocated from Commerce Township.

Prior to the district being established, a public hearing is required. We are requesting that your honorable body adopt the following resolution.

Whereas, Michigan Motion Pictures Studio, LLC has submitted a request for a Plant Rehabilitation District to be established for parcel 19-03-201-002 commonly known as 1999 Centerpoint Parkway; and

Whereas, the District is needed to facilitate reinvestment in the area; and

Whereas, Williams International Co., LLC is proposing to transform 1999 Centerpoint into a state -of-art aerospace headquarters and manufacturing facility; and

Whereas, the legal description for the Plant Rehabilitation District parcel 19-03-201-002 is attached as schedule A; and

Whereas, the Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption) (PA 198 of 1974, as amended) Version 3/31/2014 MCL 207.554, requires that before adopting a resolution establishing a Plant Rehabilitation District, the governing legislative body conducts a public hearing,

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council, directs the City Clerk to schedule a public hearing on June 22, 2017 in accordance with the Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption) (PA 198 of 1974, as amended) .

EXHIBIT A

LEGAL DESCRIPTION

Land Situated in the City of Pontiac in the County of Oakland in the State of Michigan:

Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, also being part of Lots 5, 6 and 7 and part of Beltline Railroad excepted, as platted a part of ASSESSOR'S PLAT NO. 110, as recorded in the Liber 52, Page 26 of Plats, Oakland County Records, being more particularly described as follows: Beginning at a point distant South 89 degrees 46 minutes 13 seconds East along the North line of Section 3, 71.08 feet and South 02 degrees 36 minutes 47 seconds West along the extension of the Easterly line of Centerpoint Parkway (120 feet wide), 67.78 feet, from the North 1/4 corner of said Section 3, Township 2 North, Range 10 East, said Point of Beginning being on the South line of South Boulevard (120 feet wide) and Easterly line of said Centerpoint Parkway; thence due East along Southerly line of said South Boulevard, 1227.63 feet; thence Due South, 185.48 feet; thence South 44 degrees 50 minutes 04 seconds East 20.48 feet; thence Due East 453.06 feet; thence North 74 degrees 26 minutes 44 seconds East, 16.09 feet to a point on the West line of North Connector Road (66 feet wide); thence due South along the West line of said North Connector Road 336.65 feet to a point on the North line of Campus Drive (width varies); thence the following five (5) courses along the Northerly line of said Campus Drive: (1) North 89 degrees 22 minutes 30 seconds West, 856.31 feet; and (2) 356.03 feet along a curve to the left (radius 443.00 feet, central angle 46 degrees 02 minutes 49 seconds, chord bearing and distance South 67 degrees 36 minutes 06 seconds West, 346.52 feet); and (3) South 44 degrees 34 minutes 41 seconds West, 56.60 feet; and (4) 296.63 feet along a curve to the right (radius 350.00 feet, central angle 48 degrees 33 minutes 32 seconds, chord bearing and distance South 69 degrees 52 minutes 06 seconds West, 287.83 feet); and (5) North 87 degrees 23 minutes 13 seconds West, 260.00 feet to a point on the Easterly line of Centerpoint Parkway (120 feet wide); thence Northerly along Easterly line of said Centerpoint Parkway North 02 degrees 36 minutes 47 seconds East, 783.39 feet to the Point of Beginning.

Commonly known as: 1999 Centerpoint Pkwy, Pontiac, Michigan

Parcel Number: 64-19-03-201-002



MICHIGAN MOTION PICTURE STUDIOS, LLC

1999 Centerpoint Parkway
Pontiac, MI 48341
248-456-4000

Mayor Deirdre Waterman
City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342

June 7, 2017

RE: Request for Creation of a Plant Rehabilitation District Pursuant to Michigan Public Act 198 of 1974

Mayor Waterman,

In addition to sending this request to you, I am causing it to be filed with the Clerk of the City of Pontiac (the "City").

Pursuant to Michigan Public Act 198 of 1974, I am requesting that the City Council establish a Plant Rehabilitation District (the "District") for the parcel of property known commonly as 1999 Centerpoint Parkway, Pontiac, Michigan as outlined in the attached property survey and as described on the attached separate legal description (the "Property").

Pursuant to Act 198, I am submitting this request on behalf of the current owner of one hundred percent (100%) of the state-equalized value of Property.

In anticipation of its acquisition of the Property, Williams International Co., LLC ("Williams") is preparing its Industrial Facilities Tax Exemption Certification application on Michigan Treasury Form 1012. It will be submitted once the District is created and once Williams has acquired the Property and assumed responsibility for any property tax liability.

At least fifty percent (50%) of the Property is obsolete and otherwise qualifies for the creation of a PA 198 Plant Rehabilitation District for the following reasons: (a) existing facilities constructed for unique movie production use and will require substantial investment to retrofit for manufacturing use, (b) the State of Michigan eliminated the film credits that financed the use of the Property, and (c) the buildings at the Property have remained largely vacant for the past several years given their unique use.



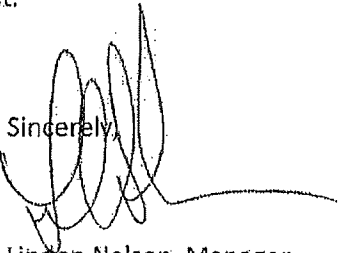
MICHIGAN MOTION PICTURE STUDIOS, LLC

It is requested that the City Council take action as soon as possible to establish the District. As you know, Williams intends to acquire ownership of the Property and will rehabilitate the Property, contributing a significant amount of investment and bringing a significant number of existing and new jobs to the City.

Further pursuant to PA 198, the Project has not commenced at the time of the filing of this request.

It is requested that the City Council provide written notice by certified mail to the owners of all real property within the proposed District and hold a public hearing on the establishment of the District.

Please let me know as soon as possible if you require any additional materials to complete this request.

Sincerely,


Linden Nelson, Manager
Michigan Motion Picture Studios, LLC



MICHIGAN MOTION PICTURE STUDIOS, LLC

EXHIBIT A

LEGAL DESCRIPTION OF THE 1999 CENTERPOINT PROPERTY

Land situated in the City of Pontiac, County of Oakland, State of Michigan, described as:

Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, also being part of Lots 5, 6 and 7 and part of Beltline Railroad excepted, as platted, a part of ASSESSOR'S PLAT NO. 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records; being more particularly described as follows: Beginning at a point distant South 89 degrees 46 minutes 13 seconds East along the North line of Section 3, 71.08 feet and South 02 degrees 36 minutes 47 seconds West along the extension of the Easterly line of Centerpoint Parkway (120 feet wide), 67.78 feet from the North 1/4 corner of said Section 3, Township 2 North, Range 10 East, said Point of Beginning being on the South line of South Boulevard (120 feet wide) and Easterly line of said Centerpoint Parkway; thence due East along Southerly line of said South Boulevard, 1227.63 feet; thence due South, 185.48 feet; thence South 44 degrees 50 minutes 04 seconds East, 20.48 feet; thence due East, 453.06 feet; thence North 74 degrees 26 minutes 44 seconds East, 16.09 feet to a point on the West line of North Connector Road (66 feet wide); thence due South along the West line of said North Connector Road, 336.65 feet to a point on the North line of Campus Drive (width varies); thence the following five (5) courses along the Northerly line of said Campus Drive: (1) North 89 degrees 22 minutes 30 seconds West, 856.31 feet; and (2) 356.03 feet along a curve to the left (radius 443.00 feet, central angle 46 degrees 02 minutes 49 seconds, chord bearing and distance South 67 degrees 36 minutes 06 seconds West, 346.52 feet); and (3) South 44 degrees 34 minutes 41 seconds West, 56.60 feet; and (4) 296.63 feet along a curve to the right (radius 350.00 feet, central angle 48 degrees 33 minutes 32 seconds, chord bearing and distance South 69 degrees 52 minutes 06 seconds West, 287.83 feet); and (5) North 87 degrees 23 minutes 13 seconds West, 260.00 feet to a point on the Easterly line of Centerpoint Parkway (120 feet wide); thence Northerly along Easterly line of said Centerpoint Parkway North 02 degrees 36 minutes 47 seconds East, 783.39 feet to the Point of Beginning.



DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Honorable City Council

FR: Garland Doyle, M.P.A., CNP, Deputy Director, Community Development Department

THRU: Jane Bais DiSessa, Deputy Mayor

DA: June 13, 2017

RE: Amended Resolution to establish a Plant Rehabilitation District for Parcels
14-33-435-005, 14-33-435-017 and 14-33-436-042 Denek Contracting

The City Clerk was notified by the State of Michigan Tax Commission that the resolution approving the district needed to be modified. Attached is a copy of the modified resolution.

We are requesting that your honorable body approve a motion to amend the resolution for the approval of the Plant Rehabilitation District for Denek Contracting. The amended resolution and the attached Assessor's Affidavit of Functional Obsolescence will be forwarded to the State of Michigan Tax Commission so they can complete their review of Denek Contracting application.

Resolution Establishing a Plant Rehabilitation District for Parcels 14-33-435-005, 14-33-435-017 and 14-33-436-042 Denek Contracting

WHEREAS, pursuant to PA 198 of 1974, as amended, this Pontiac City Council has the authority to establish "Plant Rehabilitation Districts" within the City of Pontiac; and

WHEREAS, Denek Contracting has petitioned this Pontiac City Council to establish an Plant Rehabilitation District on its property located in the City of Pontiac hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Oakland Press and/or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on March 30, 2017 a public hearing was held at which all owners of real property within the proposed Plant Rehabilitation District and all residents and taxpayers of the City of Pontiac were afforded an opportunity to be heard thereon; and

WHEREAS, the Pontiac City Council deems it to be in the public interest of the City of Pontiac to establish the Plant Rehabilitation District as proposed; and

IT IS HEREBY DETERMINED that the property comprising not less than 50 percent of the state equalized valuation of the property within the proposed Plant Rehabilitation District is obsolete; and"

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pontiac that the following described parcel of land situated in the City of Pontiac, County of Oakland, and State of Michigan, to wit:

PARCEL 1: Lot 243, except the West 390 feet, being also described as the Easterly 560.42 feet of Lot 243, of FERRY FARM ADDITION TO THE CITY OF PONTIAC MICHIGAN, according to the plat thereof as recorded in Liber 5 of Plats, page 45, Oakland County Records.

PARCEL 2: Commencing at the Northeast corner of the East Wilson Avenue Subdivision; as recorded in Liber 21 of Plats, Page 28 of the Oakland County Register of Deeds and the principal place of beginning of parcel herein described; thence bearing North 25 degrees 24 minutes 05 seconds East, a distance of 107.08 feet to a point in the Southerly line of the East Boulevard Subdivision, as recorded in Liber 22 of Plats, Page 6 of the Oakland County Register of Deeds; thence along the Southerly line of said East Boulevard Subdivision, bearing South 63 degrees 31 minutes 28 seconds, a distance of 629.26 feet to a point on the Western right of way line of East Boulevard, said point 60 feet Westerly on the centerline of said East Boulevard; thence along the Western right of way line of said East Boulevard, bearing South 01 degrees 26 minutes 30

seconds East, a distance of 110.02 feet to the point of Intersection with the Northern right of way line of Wilson Avenue; thence along the Northern right of way line of said East Wilson Avenue, bearing North 65 degrees 22 minutes 16 seconds West a distance of 51.17 feet to an angle point; thence continuing along the Northern right of way line of said East Wilson Avenue bearing South 87 degrees 26 minutes 15 Seconds West a distance of 50.41 feet to a point thereon; thence bearing North 62 degrees 05 minutes 29 seconds West a distance of 650.75 feet to the principal place of beginning, said line following the Northerly line of above described Parcel No. 1, being the Northerly line of Lot 243, "FERRY FARMS ADDITION", as recorded in Liber 5 of Plats, page 45, Oakland County Records.

PARCEL 3: Lots 761, 762, 763, and 764, of SUBDIVISION OF THE NORTH $\frac{1}{2}$ OF LOT 246 EXCEPT WEST 150 FEET, S. $\frac{1}{2}$ OF LOT 245 EXCEPT WEST 150 FEET AND EAST 361.5 FEET OF WEST 611.5 FEET OF N $\frac{1}{2}$ OF LOT 245, AND EAST 366.2 FEET OF WEST 516.2 FEET OF LOT 244, OF FERRY FARM ADDITION, CITY OF PONTIAC, OAKLAND CO., MICH, according to the plat thereof as recorded in Liber 18 of Plats, page 16, Oakland County Records.

PARCEL 4: Lot 17, of EAST WILSON AVENUE SUBDIVISION OF WEST 240' OF EAST 800' OF LOT 243 ORIGINAL PLAT OF FERRY FARM ADDITION TO CITY OF PONTIAC, OAKLAND CO., MICHIGAN, according to the plat thereof as recorded in Liber of Plats, page 28, Oakland County Records

Commonly known as: 451 E. Wilson Ave, Pontiac, MI 48341

Tax ID: 14-33-435-017 & 14-33-436-042 & 14-33-435-005

is established as a Plant Rehabilitation District pursuant to the provisions of PA 198 of 1974, as amended.

AFFIDAVIT

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

NOW COME David M. Hieber and Jane T. Stafford, of Oakland County Equalization, both being first duly sworn, depose and state as follows:

I, David M. Hieber, MMAO (3), am the Assessor for the City of Pontiac, Oakland County, Michigan and make this affidavit related to an application for a Rehabilitation Industrial Facilities Tax Exemption Certificate under the Plant Rehabilitation and Industrial Development Districts Act 198 of 1974 in conjunction with the plan made for property commonly known as 451 E Wilson, City of Pontiac, Oakland County, Michigan.

Parcel No. 64-14-33-435-017

I, Jane T. Stafford, MAAO (3), did on, December 20, 2016 inspect the above referenced parcel in the City of Pontiac and issue the following opinion:

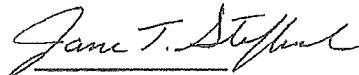
It is my expert opinion that the property located at 451 E Wilson is functionally obsolete as defined in MCL 207.552 (8) of the Plant Rehabilitation and Industrial Development Districts Act 198 of 1974. My opinion is based on functional inutility, which is defined as an impairment of the functional utility of a property or building according to market tastes and standards; equivalent to functional obsolescence because ongoing change makes the plan, form, style, design, layouts, or features obsolete (Appraisal Institute's Dictionary of Real Estate Appraisal *Fifth Edition*). The obsolescence is evident in the unusable layout of the building and the condition of the unheated warehouse portion of the building. The deficient condition of the roof, floors, ceiling, walls, and electrical systems are evidence that the property suffers in excess of 50% functional obsolescence. The taxable value of the real property, excluding land, has been set at 122,970 as of December 31, 2016.

I, David M. Hieber, after inquiry and review of the findings of Jane T. Stafford as well as review of records of the City of Pontiac related to this property find the above property functionally obsolete.

Further deponents sayeth not.

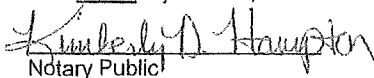


David M. Hieber



Jane T. Stafford

Subscribed and sworn to before me
This 7th day of June, 2017


Notary Public

Oakland County, Michigan
My Commission Expires: 9-14-2018
Acting in the County of Oakland



MEMORANDUM

City of Pontiac
Finance Director
Nevrus P. Nazarko, CPA
47450 Woodward Avenue
Pontiac, Michigan 48342
Phone: 248.758.3118
Fax: 248.758.3197

DATE: June 12, 2017

TO: Jane Bais DiSessa,
Deputy Mayor

FROM: Nevrus P. Nazarko, CPA
Finance Director

CC:

SUBJECT: Microsoft Office New Purchase

Mrs. DiSessa,

Our MS office product is currently outdated, we are running on version MS Office 2010 and Microsoft has released Version 2016 recently. The current Office suite is outdated and is facing EOL (End of Life) support.

The programs that our employees are heavily utilizing are: MS Word, Excel, PowerPoint, and Outlook and to some extent Microsoft Access. The fact that the current product is reaching the end of life support can have significant impact on end user productivity when email (Outlook), and other tools within the Office Suite have issues as it is a critical business platform. Our IT consultant and I are recommending migrating to the newest version of a Microsoft solution. That version is Microsoft Office 2016.

The recommendation to migrate to the Microsoft Office 2016 is for a variety of reasons. First, it is easier to support and maintain, second it will be less prone to errors and omissions, and third, integrates better with other technologies and will have the support moving forward.

We recommend the City of Pontiac authorizes the purchase in the amount of \$29,530. This includes \$26,000 for 100 licenses of Microsoft Office 2016 Standard and \$3,530 for 10 licenses of Microsoft Office 2016 Pro Plus. Once the City Council authorizes the expenditure for the software, we expect the migration to be completed within 120 days. The money has been budgeted in the current year's budget and we have obtained four quotes (attached) to support the purchase.

If the council agrees with the renewal here is a resolution needed to pass:

Whereas, the IT Consultant and the Finance Director have evaluated the current state of our MS Office product; and,

Whereas, the IT Consultant and Finance Director have arrived at the conclusion that an upgrade to the new MS Office 2016 is warranted and desirable; and,

Whereas, the Finance Director certifies that the necessary funds are allocated in the current year's budget; and,

Now Therefore, Be It Resolved, that the City Council approves the purchase of MS Office for 110 users in the amount not to exceed \$29,530 and the purchasing manager is authorized to put forward the purchase order to that effect to facilitate the purchase.

Microsoft Office 2016 Quote Comparison

	CDW		Govt Connection		Newegg		PCM	
	Standard	Pro	Standard	Pro	Standard	Pro	Standard	Pro
Per Unit	\$372.99	\$405.99	\$301.99	\$410.88	\$267.00	\$365.00	\$260.00	\$353.00
Sub Total	\$37,299.00	\$4,059.90	\$30,199.00	\$4,108.80	\$26,700.00	\$3,650.00	\$26,000.00	\$3,530.00
Total	\$41,358.90		\$34,307.80		\$30,350.00		\$29,530.00	



END USER: City of Pontiac
CONTACT: Craig Weller
PHONE: (248) 758-3106
REQ. DATE:

ENG. CONTACT: N/A
PHONE: N/A
SALES REP: Joe Morley
PHONE: 616-974-5803

QUOTE NO: Office 2016
QUOTE TOTAL: \$29,530.00
QUOTED BY: Shannon McKay
DATE QUOTED: 05/23/17

ITEM	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	100	AAA-03499	Microsoft Office Standard 2016 - license	\$260.00	\$26,000.00
2	10	AAA-03509	Microsoft Office Professional Plus 2016 - license	\$353.00	\$3,530.00
3					
4					
5					
6					
SubTotal:					\$29,530.00

Comments: Appropriate shipping and taxes will be added at the time an order is placed.
 Pricing based on full solution.

TOTAL \$29,530.00

The information contained in this quote is subject to change without advance notice from PCM.
 These list prices are valid for 30 days from date quoted.



800.800.4239

Microsoft Office Standard 2016 License 1 PC

Microsoft Mfg. Part: 021-10554 | CDW Part: 3847572 | UNSPSC: 43231513



Availability: In Stock Ships today if ordered within 5 hrs 35 mins

\$372.99

Advertised Price

Lease Option (\$11.00 /month)

Product Details

- License
- 1 PC
- Open License
- Win
- Single Language

Microsoft
Open
License

Product Overview

Main Features

- License
- 1 PC
- Open License
- Win
- Single Language

Do your best work with the Office 2016 apps. The features help you get things done quickly and with fewer steps, easily create with others, and take your documents on the go.

Technical Specifications

Specifications are provided by the manufacturer. Refer to the manufacturer for an explanation of the print speed and other ratings.

System Requirements

Min Operating System: Microsoft Windows 7 or later , Microsoft Windows Server 2008 R2 , Microsoft Windows Server 2012
Peripheral Interface Devices: 1280 x 800 monitor resolution , DirectX 10.0 compatible graphics card , Mouse or compatible device
Platform: Windows

Software

License Category: License
License Qty: 1 PC
License Type: License
Licensing Program: Microsoft Open License
Software Suite Components: Microsoft Excel , Microsoft OneNote , Microsoft Outlook with Business Contact Manager , Microsoft Powerpoint , Microsoft Publisher , Microsoft Word

Header

Brand: Microsoft
Compatibility: PC
Localization (Vendor Specific): Microsoft Single Language
Manufacturer: Microsoft
Model: Standard 2016
Packaged Quantity: 1
Product Line: Microsoft Office

Software Family

Microsoft Edition:	Standard
Microsoft Family:	MS Office
Microsoft Version:	2016

System Requirements Details

Min Hard Drive Space:	3 GB
Min Operating System:	Microsoft Windows (32 bit)
Min RAM Size:	1 GB
Processor Speed:	1 GHz

Min Operating System:	Microsoft Windows (64 bit)
Min RAM Size:	2 GB

General

Category:	Office applications
Installation Type:	Locally installed
Subcategory:	Office applications - office suite

Licensing

License Pricing:	Volume
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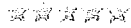
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800.800.4239

Microsoft Office Professional Plus 2016 – license – 1 PC

Microsoft Mfg. Part: 79P-05579 | CDW Part: 3847565 | UNSPSC: 43231513



Availability: In Stock Ships today if ordered within 5 hrs 54 mins

\$405.99

Advertised Price

Lease Option (\$11.98 /month)

Product Details

- License
- 1 PC
- local
- OLP: Government
- Win
- English



Product Overview

Main Features

- License
- 1 PC
- local
- OLP: Government
- Win
- English

Office Professional Plus enables you to work together even better by giving you more control over compliance, more tools for analyzing and sharing data, and more possibilities for communication. Plus, Access, Skype for Business, and InfoPath are included in the suite.

Technical Specifications

Specifications are provided by the manufacturer. Refer to the manufacturer for an explanation of the print speed and other ratings.

System Requirements

Min Operating System: Microsoft Windows 7 or later , Microsoft Windows Server 2008 R2 , Microsoft Windows Server 2012
Peripheral Interface Devices: 1280 x 800 monitor resolution , DirectX 10.0 compatible graphics card , Mouse or compatible device
Platform: Windows

Software

License Category: License
License Qty: 1 PC
License Type: License
Licensing Program: Microsoft Open License for Government
Software Suite Components: Microsoft Access , Microsoft Excel , Microsoft OneNote , Microsoft Outlook , Microsoft Powerpoint , Microsoft Publisher , Microsoft Word

Header

Brand: Microsoft
Compatibility: PC
Localization: English
Manufacturer: Microsoft
Model: Professional Plus 2016
Packaged Quantity: 1

Product Line: Microsoft Office

Software Family

Microsoft Edition: Professional Plus
Microsoft Family: MS Office
Microsoft Version: 2016

System Requirements Details

Min Hard Drive Space: 3 GB
Min Operating System: Microsoft Windows (32 bit)
Min RAM Size: 1 GB
Processor Speed: 1 GHz

Min Operating System: Microsoft Windows (64 bit)
Min RAM Size: 2 GB

General

Category: Office applications
Installation Type: Locally Installed
Subcategory: Office applications - office suite

Licensing

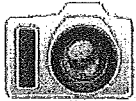
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Microsoft Gov Open License Office Professional Plus 2016 License Only



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Quantity:

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Please Note that per the Open License Program, a minimum of 5 units must be purchased per order with Office Professional Plus enables you to work together even better by giving you more control over compliance, more tools for analyzing and sharing data, and more possibilities for communication. Plus, Access, Skype for Business, and InfoPath are included in the suite.

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Specs



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Est. Ship: Virtual delivery

Overview

Specs

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Quantity: <input type="text" value="1"/>	
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Microsoft

Microsoft Office 2016 English Local Government OLP 1 License No Level

Item #: 9B-32-588-718 | Mfr. Part #: 021-10556 | UNSPSC: 43231512

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Model	021-10556
Name	Office 2016 English Local Government OLP 1 License No Level



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Microsoft Office Professional Plus 2016 English Local Government OLP 1 License No Level

Item #: 9B-32-588-717 | Mfr. Part #: 79P-05579 | UNSPSC:
43231512

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Model

Brand	Microsoft
Model	79P-05579
Name	Office Professional Plus 2016 English Local Government OLP 1 License No Level



MEMORANDUM

City of Pontiac
Finance Director
Nevrus P. Nazarko, CPA
47450 Woodward Avenue
Pontiac, Michigan 48342
Phone: 248.758.3118
Fax: 248.758.3197

DATE: June 12, 2017

TO: Jane Bais DiSessa,
Deputy Mayor

FROM: Nevrus P. Nazarko, CPA NV.N
Finance Director

CC:

SUBJECT: Workers Compensation and Liability Insurance renewal

Mrs. DiSessa,

Attached are the new renewal agreements and respective premiums for our Workers Compensation and Liability Insurance for fiscal year July 1, 2017 to June 30, 2018.

Our insurance agent, The Huttenlocher Group, has received quotes from two underwriters, Accident Fund on the Workers Comp and Michigan Municipal Risk Management Authority on the general liability insurance. After meeting with our agent and reviewing the quoted premiums I recommend accepting these new agreements for the following reasons:

- 1- The premium on the Workers Compensation Insurance is slightly higher the new fiscal year than the previous one. (\$78,322 in 2017-18 vs. \$65,256 in 2016-17 fiscal year). One of the reasons for the increase is the experience rated factor, which goes up if the employer has claims in any given year. Furthermore, rates that dictated such premium are pre-set based on the occupations and the number of employees and there is not much room for changes. Also, the underwriter, Accident Fund, is the main provider (if not the only one) that provides such underwriting in the State of Michigan.

- 2- Annual premium for General Liability and Property coverage for 2017-2018 will be \$358,902 compared with \$374,030 from the previous year (2016-2017). Also, the loss fund deposit for this fiscal year will be \$300,000 vs. \$400,000 for the last fiscal year.

However there are two main points that make this new renewal attractive and in the best interest of the City: a- We expect to receive a net Asset Distribution from the MMRMA in excess of \$400,000 that will go toward our retention fund. b- The required contributions may change and depends on the future settlements of our current cases, and fortunately, we have seen the claims dwindle from one year to another as the result of less exposure of the City of Pontiac due to known factors.

If the council agrees with the renewal here is a resolution needed to pass:

Whereas, the Huttenlocher Group, the City's insurance agent has presented the City with proposals for workers compensation and general liability and property insurance for coverage beginning July 1, 2017; and,

Whereas, the Deputy Mayor and Finance Director have reviewed the proposals, have recommended that both proposals are accepted, and have certified available funding;

Now Therefore, Be It Resolved, that the City Council approves the proposal from the Accident Fund of Michigan for a premium of \$78,322 and approves the proposal from the Michigan Municipal Risk Management Authority for general liability and property insurance for the total contribution of \$658,902.

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

Member:	City of Pontiac	Proposal No: Q000010947
Date of Original Membership:	July 1, 2003	
Proposal Effective Dates:	July 01, 2017 To July 01, 2018	
Member Representative:	Michelle McKenzie	Telephone #: (248) 758-3120
Regional Risk Manager:	Ibex Insurance Agency	Telephone #: (248) 538-0470

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **City of Pontiac** (hereinafter "Member") is eligible to be a Member of MMRMA. **City of Pontiac** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

City of Pontiac is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

City of Pontiac is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **City of Pontiac's** SIR and deductibles are as follows:

D. Contribution for MMRMA Participation

City of Pontiac

Period: July 01, 2017

To July 01, 2018

Coverages per Member Coverage Overview:

\$358,902

Stop Loss Coverage:

\$0

Member Loss Fund Deposit:

\$300,000

TOTAL ANNUAL CONTRIBUTIONS:

\$658,902

E. List of Addenda

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By:

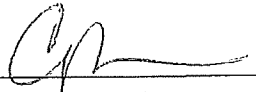
Proposal No:

City of Pontiac

Q000010947

MMRMA

Michelle A. McKinzie
Member Representative


MMRMA Representative

5/22/17
Date

5-18-17
Date

Commercial Insurance Proposal

Prepared for:

City of Pontiac

Proposed Term:

7/1/2017 – 2018

Presented by:

The Huttenlocher Group

1007 W. Huron Street
Waterford, MI 48328

Steven J. Fladger, V.P.



This presentation is designed to provide an overview of the insurance coverages we prepared for your review. This proposal is meant to facilitate a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies in place or presented within. Please refer to the actual policies for details on coverages, conditions and exclusions that will govern in the event of a loss.

Worker's Compensation

Issuing Company	Policy Number	Policy term
ACCIDENT FUND	WCV6082992	7/1/2017 to 7/1/2018

Named Insured(s)

First Named Insured
City Of Pontiac
Additional Named Insured
50th District Court

Coverage

Worker's Comp and Employers Liability	Accident Fund		
Each Accident	\$500,000		
Disease – Policy Limit	\$500,000		
Disease – Each Employee	\$500,000		

Classification	State	Code	Payroll	Rate	Premium
Electrical Wiring	MI	5190	\$0	\$5.08	None
Street Or Road Maintenance	MI	5509	\$59,325	\$7.610	\$4,515
Cable Tv Co-All Other Empl	MI	7600	\$65,091	\$10.39 00	\$6,763
Police Officers	MI	7720	\$371,175	\$7.190 0	\$26,687
Bus Or Taxi- Garage Employees	MI	8395	\$0	\$6.230	None
Clerical Office Employee	MI	8810	\$2,322,627	\$.240	\$5,574
Safety Patrol Officers	MI	8868	\$6,730	\$1.110	\$ 75
Furnace Cleaning Suction Method	MI	9015	\$76,225	\$5.740	\$4,375
Park, Municipal	MI	9102	\$41,923	\$5.400	\$2,264
Cemetery Operations	MI	9220	\$0	\$8.14	None
Civil Defense Workers	MI	9410	\$80,000	\$2.00	\$1,600

MI		
	Employer Liability Increased Limits (0.01000)	\$ 505
	Experience or Merit Modification 1.22	\$11,221
	Renewal Credit .96	\$-2,489
	Premium Discount (0.0773)	\$-6,465
	Terrorism	\$907
	Expense Constant	\$ 250

Partners / Executive Officers

Location Specific

Name (State./ Location #)	Included or Excluded
---------------------------	----------------------

Forms & Endorsements

DISCLOSR Privacy Policy & Disclosure.
AF-NTI21 Notice To Insured.
WC000000C Wc & Emp Liab Insurance Policy.
WC000403 Experience Rating Modification.
WC000406 Premium Discount Endt.
WC000419 Premium Due Date Endorsement.
WC000421D Cts (ex Crt Ter Act) Prm End.
WC000422B Trisk Inspr Reaut Act Dcl En.
WC210303A Mi Notice To Policyholder.
WC210304 Mi Law Endt.
WC990304 Mi Exceptions Endorsement.
WC992101 Mi Amendatory Endt.

Additional Coverages

Terrorism Risk Insurance Act
Renewal Credit

Premium Summary / Comparison

Policy Term: 07/01/2017 – 07/01/2018

Coverage	2016 / 2017 Premium	2017 / 2018 Premium
Workers Compensation	Premium: \$65,251	Premium: \$78,322

Total Estimated Annual Premium: \$78,322

Note: Quote Excludes Police Department
Experience Mod Increased from Expiring .97 to 1.22 due to claim

The information contained herein is intended to serve only as a brief outline of the various insurance coverages. To avoid misunderstanding or misinterpretation as to the full scope of protection afforded, reference must be made to the respective policies for complete coverage details.

POLICIES MAY BE SUBJECT TO AUDIT

Other Coverages For Discussion

Please mark the items for which you would like a premium indication. This list is not all-inclusive. Other coverage may be available or a risk management approach may also be discussed.

	Coverage	Premium Indication
<input type="checkbox"/>	Aviation	
<input type="checkbox"/>	Business Auto	
<input type="checkbox"/>	Installation/Builders Risk	
<input type="checkbox"/>	Boiler & Machinery	
<input type="checkbox"/>	Bond	
<input type="checkbox"/>	Crime	
<input type="checkbox"/>	Cyber Liability	
<input type="checkbox"/>	Directors & Officers	
<input type="checkbox"/>	Earthquake	
<input type="checkbox"/>	Electronic Data Processing	
<input type="checkbox"/>	Errors & Omissions	
<input type="checkbox"/>	Employee Benefits	
<input type="checkbox"/>	Employment Practices Liability	
<input type="checkbox"/>	Equipment Floater	
<input type="checkbox"/>	Executive Liability	
<input type="checkbox"/>	Fiduciary Liability	
<input type="checkbox"/>	Flood	

	Coverage	Premium Indication
<input type="checkbox"/>	Glass & Sign	
<input type="checkbox"/>	General Liability	
<input type="checkbox"/>	Identify Theft	
<input type="checkbox"/>	Inland Marine	
<input type="checkbox"/>	Kidnap & Ransom	
<input type="checkbox"/>	Liquor Liability	
<input type="checkbox"/>	Malpractice	
<input type="checkbox"/>	Occupational Accident	
<input type="checkbox"/>	Owners Contractors Protective	
<input type="checkbox"/>	Pollution	
<input type="checkbox"/>	Professional Liability	
<input type="checkbox"/>	Property	
<input type="checkbox"/>	Special Event Insurance	
<input type="checkbox"/>	Terrorism	
<input type="checkbox"/>	Truckers	
<input type="checkbox"/>	Commercial Umbrella	
<input type="checkbox"/>	Workers Compensation	

Proposal Acceptance

The coverage summaries contained in this document are intended as an outline of coverage only and are necessarily brief. In the event of a loss, all terms, conditions, exclusions, and other provisions of the actual policy will apply. For specific information, please refer to your policies.

City of Pontiac

Policy Term: 07/01/2017 – 07/01/2018

Check One:

- ☐ I accept this proposal as presented.
- ☐ I accept this proposal with the following changes:

Signature

Date

RESOLUTION NUMBER: _____

CITY OF PONTIAC
OAKLAND COUNTY, MICHIGAN

A RESOLUTION OF THE PONTIAC COUNCIL TO ADOPT THE CITY OF
PONTIAC EMERGENCY OPERATIONS SUPPORT PLAN.

At a meeting of the City Council of the City of _____, Oakland County,
Michigan, held on the ____ day of _____, 2017, at the City Hall, located at 47450
Woodward Avenue Pontiac, Michigan

The following resolution was offered by Councilmember _____ and
seconded by Councilmember _____

WHEREAS, the city of Pontiac elected to be incorporated into the Oakland County
Emergency Management Program and that by becoming part of the
Oakland County Emergency Management Program, the City of Pontiac
and Oakland County have certain responsibilities to each other.

WHEREAS, this Emergency Operations Support Plan has been developed to identify
the responsibilities between the City of Pontiac and Oakland County in
regards to emergency management activities.

WHEREAS, the plan provides a framework for the City to use in performing
emergency functions before, during, and after a natural disaster, hostile
attack, technological incident or other emergency.

WHEREAS, this support plan is to be used in concurrence with Oakland County's
Emergency Operations Plan as it is a supporting document.

WHEREAS, the support plan will be maintained in accordance with the current
standards of the Oakland County Emergency Operations Plan. Review of
this plan shall be accomplished every four years.

NOW, THEREFORE, the Pontiac City Council hereby adopts this Emergency
Operations Support Plan, in support to the Oakland County Emergency
Operations Plan.

Memo

To: Mayor Waterman; Deputy Mayor Bais-DiSessa, J. Travis Mihelick
From: Chip Smith
CC: Shawn Keough, Nick Lomako
Date: June 13, 2017
Re: Wade Trim Contract Extension

As you are aware, the current contract between the City and Wade Trim expires on June 30, 2017.

Wade Trim has been working with the administration since May 2016 to review the contract between the City and Wade Trim to provide Building Safety, Planning and Code Enforcement services and to negotiate possible terms for a contract extension.

We are currently in discussions with administration staff reviewing all aspects of our services. As these discussions progress, we believe that it is in the City's best interest in extending the current contract for an additional six months to continue these discussions while providing uninterrupted service to Pontiac residents.

A copy of the contract extension that has been reviewed by the City Attorney is attached.



EXECUTIVE OFFICE MEMORANDUM

47450 Woodward Avenue
Pontiac, Michigan 48342

To: Mayor, Deirdre Waterman, Council President Patrice Waterman and City Council

From: Jane Bais-DiSessa, Deputy Mayor

CC: Nevrus Nazarko

Date: June 13, 2017

Re: City Council Agenda Request: Professional Services Agreement, Addendum F, Amendments to a Professional Services Agreement between the City of Pontiac and Wade Trim Associates, Inc.

As you are aware, Administration has been reviewing the existing contractual agreement between Wade Trim and the City of Pontiac. As a result of our discussions, Wade Trim has been made significant strides to improve contractual services by: restructuring departmental functions, implementing new internal operational policies, and hiring new staff capable of addressing departmental needs.

You may recall, at a recent City Council meeting, Nick Lamako, Sr. Vice President for Wade Trim provided an the City Council with an update on the these contractual improvements and introduced their new staff. Please note that there have been on-going discussions between Administration and Wade Trim in excess of six months. Additionally, Administration has conducted an internal cost analysis to examine the feasibility of bringing services in-house.

As a result of our on-going analysis and discussions, it is recommended that the City Council approve a six-month extension for all three services (Code Enforcement, Building and Planning). This extension will permit Administration to further evaluate these improvements and complete the feasibility analysis to bring these services back to the City. Also, please note that the present constructional rates will remain in effect during the six (6)-month extension. It is crucial that these services remain uninterrupted, especially during this time, when we are experiencing significant new development requests.

For your consideration, attached is a copy of Professional Services Agreement, Addendum F, Amendments to a Professional Services Agreement between the City of Pontiac and Wade Trim Associates, Inc.

As such, the following resolution is recommended:

Whereas, the current agreement with Wade Trim will expire on June 30, 2017; and

Whereas, Wade Trim has made significant operational improvements to their operations; and

Whereas, the recommended extension will permit the Mayor's Office to further evaluate these improvements to ensure that all service benefits are received; and

Whereas, the FY 2017/18 budget has included appropriations to support this extension.

Now Therefore, it is recommended that the City Council approve the Professional Services Agreement, Addendum F, Amendments to a Professional Services Agreement between the City of Pontiac and Wade Trim Associates, Inc.

City of Pontiac
Professional Services Agreement
Addendum F
Amendments to a Professional Services Agreement between
the City of Pontiac and Wade Trim Associates, Inc.

June 15, 2017

The following recitals and representations are entered into this ____ day of June, 2017, by and between the City of Pontiac, a municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342, (City), and Wade Trim Associates, Inc., a Michigan corporation, licensed to do business in the State of Michigan, whose address is 500 Griswold Avenue, Suite 2500, Detroit, Michigan 48226, (Contractor), and are intended to amend an Agreement for Professional Services (Agreement) originally executed by the City and Contractor on February 16, 2011.

Recitals and Representations

WHEREAS, the City and Contractor entered into an Agreement on the 16th day of February, 2011; and,

WHEREAS, the City and Contractor have amended the Agreement via Amendments A through E, most recently in October 2015 (to add Code Enforcement Services); and,

WHEREAS, the Contractor has demonstrated its ability to faithfully execute the terms of the Agreement; and,

WHEREAS, the City recognizes the importance of maintaining uninterrupted Building Safety, Code Enforcement and Planning services for residents and businesses; and,

WHEREAS, the current contract between the City and Contractor expires at 11:59 pm on June 30, 2017; and,

WHEREAS, the City currently does not have staff to perform these services without significant interruption and disruption for the citizens of Pontiac; and,

WHEREAS, the City and Contractor have been discussing an extension of the above-mentioned services since February of 2016; and,

WHEREAS, the City has indicated a desire to continue building internal staff capacity to in-source Code Enforcement Services and Planning Services; and,

WHEREAS, the City has indicated a desire to continue to have the Contractor continue to operate the City Building Department and perform Building Safety Services for an additional 3 years into the extended future;

WHEREAS, it is in the best interest of the City and the Contractor to extend the current agreement to insure uninterrupted services to the Citizens of Pontiac;

NOW, THEREFORE, the City and Contractor agree to amend the original Agreement, as follows:

1. Amend Section 11.0 Term and Termination to now read:

11.1 TERM This agreement shall terminate at 11:59 p.m. on 31st day of December 2017. At any point during the contract period, upon mutual agreement of the parties as approved by the City, this Agreement may be extended in increments of not less than one (1) year in term. (Amended 9/20/12)

11.1.1 In the event an extension of the contract period is not secured ninety (90) days prior to the termination date of this Agreement, the Contractor and City shall evaluate the need to extend the termination date. Upon the approval of the City, this Agreement may be extended. Such extensions shall be not less than one (1) year in term. (Amended 9/20/12)

11.1.2 Code Enforcement services as described in Section 3.2.8, shall terminate concurrently with this agreement at 11:59 p.m. on December 31, 2017. (Amended 10/22/15)

ADDENDUM F is executed and made effective as provided above.

Contractor:
Wade Trim Associates, Inc.

By: _____

Printed Name: _____

Title/Position: _____

City of Pontiac:

By: _____

Printed Name: _____

Title/Position: _____