



**PONTIAC CITY COUNCIL
FORMAL MEETING**

August 9, 2018

Noon

40th Session of the 10th 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 to Excuse Councilmembers from Meeting

Amendments to and Approval of the Agenda

Approval of the Minutes

1. July 31, 2018 Special Meeting.
2. July 31, 2018 Regular Meeting.

Subcommittee Reports (as Needed)

Recognition of Elected Officials

Agenda Address

Agenda Items for City Council Consideration

3. Discussion on the flow of Information shared between Departments. (defer from last week)
4. Resolution to Consider Re-Appointments of the Planning Commission Members. (defer from last week)
5. Second (2nd) reading of the Blight Court Ordinance.
6. Approve an Amendment to Emergency Ordinance 2346 for the General Employee Retirement System.
7. Resolution to authorize the Mayor to sign the MDOT funding agreement for the South Boulevard Resurfacing Project.
8. Resolution to approve a conditional rezoning request and a conditional rezoning agreement for TDE Group Holding LLC, for parcel #64-14-17-257-007.
9. Resolution to authorize John Balint, Acting DPW Director/City Engineer to submit the application for MDOT TEDF funds for roadway improvements of CenterPoint Parkway.
10. Resolution to authorize the Department of Public Works to purchase and install two (2), Trinity Way Honorary Street Name signs at the intersection of Wesson and Bagley and Wesson and Woodward.

Public Comment

Mayor, Clerk, City Attorney and Council Closing Comments

Adjournment

July 31, 2018

**Official Proceedings
Pontiac City Council
38th Session of the Tenth Council**

A Special Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, July 31, 2018 at 5:00 p.m. by President Pro-Tem Randy Carter.

Call to Order at 5:01 p.m.

Roll Call

Members Present: Carter, Miller, Pietila, Taylor-Burks and Woodward.

Members Absent: Waterman and Williams.

Mayor Waterman was present.

Clerk announced a quorum.

18-284 Excuse Councilperson Patrice Waterman and Kermit Williams for personal reasons. Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

Ayes: Miller, Taylor-Burks, Woodward and Carter

No: None

Motion Carried.

Councilwoman Mary Pietila was absent during the vote.

18-285 Approval of the Agenda. Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Woodward, Carter and Miller

No: Pietila

Motion Carried.

Councilwoman Mary Pietila was absent during the vote.

One (1) individual addressed the body during public comment.

18-286 Motion to add the 10th Council Code of Ethics to the 10th Council Rules and Procedures. Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Woodward, Carter and Miller

No: None

Abstain: Pietila

Motion Carried.

18-287 Motion to table for one week the Flow of Information between Departments. Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

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

No: None

Motion Carried.

July 31, 2018

18-288 **Motion to table for one week the appointments to the Planning Commission.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

President Pro-Tem Randy Carter adjourned the meeting at 5:39 p.m.

SHEILA R. GRANDISON
ACTING CITY CLERK

July 31, 2018

**Official Proceedings
Pontiac City Council
39th Session of the Tenth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, July 31, 2018 at 6:00 p.m. by President Pro-Tem Randy Carter.

Call to Order at 6:00 p.m.

Roll Call

Members Present: Carter, Miller, Pietila, Taylor-Burks and Woodward.

Members Absent: Waterman and Williams.

Mayor Waterman was present.

Clerk announced a quorum.

18-289 Excuse Councilperson Patrice Waterman and Kermit Williams for personal reasons. Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

18-290 Approval of the Agenda. Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

No: None

Motion Carried.

18-291 Journal of July 24, 2018. Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Special Presentation – Andy Meisner Oakland County Treasurer

Special Presentation – Councilwoman Doris Taylor-Burks – Certificate to Rusty Harlow and Merrel Shoemaker

Special Presentation – Pontiac Parks & recreation Master Plan Update

Twelve (12) individuals addressed the body during public comment.

July 31, 2018

18-292 **Suspend the Rules.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

18-293 **Resolution to change date and time of the August 7, 2018 Council Meeting.** Moved by Councilperson Miller and second by Councilperson Woodward.

Be It Resolved that the Pontiac City Council change the meeting date and time from August 7, 2018 to Thursday, August 9, 2018 at Noon, due to the State Primary Election.

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

No: None

Resolution Passed.

18-294 **Suspend the Rules.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Woodward, Carter, Miller, Pietila and Taylor-Burks

No: None

Motion Carried.

18-295 **Resolution for James Leonard Nelson Jr.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

WHEREAS, It is the sense of this legislative body to pay proper tribute to individuals of remarkable character whose lives have been dedicated to uplifting, inspiring and empowering the community; and; WHEREAS, it is feelings of the deepest regret that the Pontiac City Council mourns the passing of James Leonard Nelson, Jr., affectionately known as "Nelson and Coach Nelson," a giving and loyal member of this community; and,

WHEREAS, James Leonard Nelson, Jr. was born on July 10, 1943 in Brandon, Mississippi to the late James L. Nelson, Sr. and Milrey Lewis Nelson and was a loving and devoted husband to Tamara D. Fletcher Nelson for twenty-six (26) years; and,

WHEREAS, James Leonard Nelson, Jr. graduated from Pontiac Central High School where his athletic talents were debuted and where he earned varsity letters in cross country and track; and,

WHEREAS, James Leonard Nelson, Jr. earned a Bachelor's Degree in Business from Eastern Michigan University where he continued to run track and cross country, later serving for two (2) years as a notable captain of the cross country team; and,

WHEREAS, James Leonard Nelson, Jr. protected and served the community as a Pontiac Police officer for two (2) years before embarking on his passion and career as an educator; and,

WHEREAS, James Leonard Nelson, Jr. began his extraordinary journey and teaching career at Eastern Jr. High School until he transferred to Pontiac Northern High School; and,

WHEREAS, James Leonard Nelson, Jr. faithfully devoted forty-one (41) years to the Pontiac School District as a teacher until he retired; and,

July 31, 2018

WHEREAS, James Leonard Nelson, Jr. also maintained an amazing forty-two (42) year coaching career which included, Pontiac Northern cross country team coach (1974-2011), Pontiac Northern's head track coach (1986-2009) and Pontiac High School's head track coach (2010-2018); and,

WHEREAS, James Leonard Nelson, Jr. served on the Michigan High School Athletic Association Track and Field Committee, was the only coach to win over seven (7) consecutive Oakland County Track championships, received countless honors as a coach, including, MITCA Coach of the Year nominee (1990, 1991, 1994, 1995, 1996 and 1997), MITCA "Dream Team Coach of the Year," (1997), just to name a few, and on September 18, 2016, was inducted into Michigan High School Track and Field Hall of Fame; and,

WHEREAS, James Leonard Nelson, Jr. accepted Christ at an early age and was re-baptized at Welcome Missionary Baptist Church under the leadership of Pastor Douglas P. Jones, he also served as a deacon, new members co-chair and member of the men's choir and Inspirational Voices.

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

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

No: None

Resolution Passed.

President Pro-Tem Randy Carter adjourned the meeting at 8:12 p.m.

SHEILA R. GRANDISON
ACTING CITY CLERK



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Council President and City Council Members

FROM: Dr. Deirdre Waterman, Mayor

DATE: July 13, 2018

Cc: Jane Bais DiSessa, Deputy Mayor; Anthony Chubb, City Attorney; and Sheila Grandison, City Clerk

RE: **Resolution to Consider Re-Appointment of Planning Commission Members.**

As you are aware, the Planning Commission has several members with expired terms, in order to address this matter, for your consideration, the following resolution is recommended:

Whereas, Article V. Section 2-372 of the Municipal Code, the Planning Commission is comprised of six non-elected officials and the Mayor or his/her designee; and

Whereas, there are currently several appointments with expired terms on the Planning Commission; and

Whereas, according to State Law and City Ordinance, the Mayor shall appoint the commissioners subject to the approval by a majority of the City Council.

Now therefore, be it resolved that based upon the recommendation of the Mayor, that the City Council reappoint the following individuals: Ashley Fegley, Christopher Northcross, Lucy Payne and Dayne Thomas to serve on the City's Planning Commission for a three-year to expire on June 30, 2021.

Attachments

jbd

RECEIVED
2018 JUL 13 PM 2:22
PONTIAC CITY CLERK

July 13, 2018

Honorable Pontiac City Council
47450 Woodward Avenue
Pontiac, MI 48342

Re: **Re-appointment to Planning Commission
Ashley Fegley**

Dear Honorable Council Members:

Please be advised that I am hereby re-appointing Ashley Fegley to serve the Planning Commission for a three-year term expiring June 30, 2021. As stipulated in section 4.109, this appointment is subject to approval by the City Council.

Thank you for your consideration and support

Sincerely,

Dr. Deirdre Waterman
Mayor

RECEIVED
2018 JUL 13 PM 2:54
PONTIAC CITY CLERK

RECEIVED

2018 JUL 13 PM 1:55

PONTIAC CITY CLERK

July 13, 2018

Honorable Pontiac City Council
47450 Woodward Avenue
Pontiac, MI 48342

Re: **Re-appointment to Planning Commission
Christopher Northcross**

Dear Honorable Council Members:

Please be advised that I am hereby re-appointing Christopher Northcross to serve the Planning Commission for a three-year term expiring June 30, 2021. As stipulated in section 4.109, this appointment is subject to approval by the City Council.

Thank you for your consideration and support

Sincerely,

Dr. Deirdre Waterman
Mayor

Enc. Application, Resume, Bio

November 3, 2015

Honorable Pontiac City Council
47450 Woodward Avenue
Pontiac MI 48342

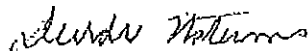
Re: Re-appointment to Planning Commission
Christopher Northcross

Dear Honorable Council Members:

Please be advised that I am hereby re-appointing Christopher Northcross to serve the Planning Commission for a three year term expiring June 30, 2018. As stipulated in Section 4.109, this appointment is subject to approval by the City Council.

Thank you for your consideration and support.

Sincerely yours,



Dr. Delldre Waterman
Mayor

Enc. Christopher Northcross, Application, Resume, Bio

Part A

Application for Membership
City of Pontiac Planning Commission
City of Pontiac, Michigan

Return by June 30, 2011 to:
Building, Safety and Planning Divisions
Attn: James Sabo, Planner
City Hall
47450 Woodward Ave
Pontiac, MI 48342
Phone: 248-758-2816

Part A: Applicant Information

Name: Christopher Van Northcross Sr.

Home Address: [REDACTED]

ZIP: 48342-2700

Pontiac Resident: YES ☒ NO ☐

Number of Years Resident: 60

Phone (H) [REDACTED] (W) [REDACTED]

(cell) [REDACTED] (best) [REDACTED] (Fax) [REDACTED]

Email Address: [REDACTED]

Occupation: Design Engineer

Employer Name & Address: Retired from Ford Motor Co.

ZIP: [REDACTED]

Part B: Resume

Attach a copy of your résumé, including your job experience and education.

Part C: Statement of Interest and Qualifications

Attach a one-page summary of your reasons for seeking appointment that includes your specific areas of interest, expertise and goals.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

In order to avoid any potential conflict of interest, I, the undersigned, agree not to be involved in any recommendations or decision making regarding any agency(ies) or entity(ies) for which I serve in the following capacity(ies) which may contract or subcontract with the City of Pontiac.

Agency: To the best of my knowledge I have no conflicts of interests

Capacity in Which I Serve: _____

Signature: _____

Date: 7/13/2014

Part B

CHRISTOPHER VAN NORTHCROSS

Telephone: (734) 234-1111

Email: northcross@comcast.net

Major Accomplishments

- Design and Release of 6.4L 6R110W converter clutch and damper system for MY2008. This design increased clutch system torque capacity by 15% while reducing system NVH, yet fit within the original clutch system pressure and space boundaries.
- The design and release of AODE/4R70W overdrive band and servo system robustness improvements that reduced manufacturing costs (more than a \$3 per system savings), decreased warranty, and improved customer satisfaction (better shift-feel).
- First within Ford Transmission Engineering to use VSA (variation simulation analysis) to predict component location and fit within complex assemblies.
- Completion of the Ford Six Sigma Black Belt certification program
- Creation of optimized computer fuel economy and performance powertrain models through use of Design of Experiments methodology, in-house corporate software, and commercial software (Splus).
- Design and release a cost reduced output shaft forging that resulted in \$400,000 savings per year in material, labor, and warranty costs. This was also the first product application in the Transmission Manufacturing Division to fulfill a near net part shape corporate design/manufacturing directive.
- Development of a tin nickel coated seal ring that eliminated AOD transmission case bore wear and resulted in \$1.2million in warranty savings per year.

Career

8/78 - 2/07 Ford Motor, Transmission Engineering, Livonia, Michigan

While with Ford I handled a number of assignments, all related to the design and release of automatic transmissions systems for cars and light trucks. Last assignment was to provide reliability consultation to Ford design teams as an Embedded Six Sigma Black Belt.

4/75 - 8/78, Automotive Control Systems Group, Bendix, South Bend, Indiana.

I was responsible for the Purchasing and Engineering interface with Ford, General Motors, American Motors, Volkswagen of America, and Chrysler as required for the sale of original equipment manufacturer (OEM) foundation brakes.

7/73 - 4/75 American Can Company

During my tenure of with American Can Company I supervised plant improvement and renovation projects, and performed the duties of the foreman of maintenance in his absence. Also I completed a ten month college graduate orientation program.

5/69 - 7/73 City of Pontiac, Pontiac, Michigan

On a part time basis, during the school year, and full time in the summer I worked as an Executive Aide in the Program Development Division of the City Manager's Office, Administrative Aide in the Department of Public Works and Services, and an Engineering Aide in the Engineering Division of the Department of Public Works and Services.

Education

4/73, B.S.in Engineering, Oakland University, Rochester, Michigan

5/93, Graduate Certificate in Applied Mathematics and Statistics, Oakland University, Rochester, Michigan

8/03, Six Sigma Black Belt Certification, Ford Motor Company

On going Ford Technical Education Program

Currently working to complete a private pilot's license

Specific Skills Set Include

Relationship and Team Building

Project Design and Release Management

- Advance Product Quality Process (APQP)
- Statistical Process Control procedures and management
- Ford Product Development System (FPDS) management
- Ford Global Product Development System (GPDS) management
- Six Sigma DMAIC process and tools

Tribology of friction materials in transmission fluids

- Wet friction material selection and development

Knowledge of stamping and forming processes

Rotating and reciprocating seal selection and development

Proficient with following software packages:

- Microsoft Office Suite of Products (Word, Excel, PowerPoint, Publisher)
- Statistical packages Minitab and Splus
- Microsoft Project
- Solidworks
- Catia

Knowledge of following software:

- Fortran
- C
- Visual Basic
- SAS
- Unix system
- Variation Simulation Analysis (VSA)
- CFD modeling
- Finite Element Analysis

Peret B



Christopher Northcross is a second generation native of Pontiac, son of [REDACTED] and brother of [REDACTED]. He is a graduate of Pontiac Central and Oakland University. In 2007 he retired from the Ford Motor Company where he worked in the design and development of automatic transmissions systems.

Chris and his wife, [REDACTED] have been married for 42 years, current reside in the home they own in Pontiac, have three adult children, and one granddaughter. His Church home is [REDACTED] African Methodist Episcopal Church where he serves as a Church Trustee. He is also a member of the [REDACTED] and the [REDACTED] Ministry.

Chris feels blessed to have born in Pontiac and believes the measure of a community is how well it develops its young people. To that end, he is active in the following organizations and activities:

The [REDACTED] Summer Youth Program	Currently a member and a past-president of the Pontiac Optimist Club (whose motto is "Friend of Youth")
Member of the executive board and volunteer in Communities United For Children	Board member of the Strong United Neighbors (SUN) Pontiac Time Bank
Member of the NAACP of Northern Oakland County	Served 12 years as a Trustee on the School Board of the School District of The City of Pontiac
A volunteer and mentor for 4H	A volunteer at the WHRC Elementary school
A member of the Mayor's Transition Team	A member of the Master Plan Steering Committee

Chris has also served as:

- A Steward for [REDACTED] Church
- A member and the Treasurer of The Jay Shop Board of Directors
- Charter Member and past Treasurer of the Pontiac Citizen Coalition
- A founding member and past President of, and actor in the Northstar Theater troupe.

His hobbies are bicycling, traveling, architecture, and fellowshiping with others. He is also studying to complete his private pilot's license.

Part C

Statement of Interest and Qualifications For
City of Pontiac Planning Commission

July 14, 2014

To Whom It May Concern, I am seeking appointment to the Planning Commission because I believe I can be of service to the City of Pontiac in facilitating fair and positive development. I am so seeking appointment to the Commission because I believe our (my wife and myself) interests are best served by continuing to live in Pontiac. I am also mindful that Pontiac is, as is all of Michigan and the entire United States, undergoing a massive change, and unless there is meaningful input from the residents of Pontiac, the resulting change may not be positive for the residents of Pontiac.


My belief in my ability to contribute stems from my recent experience with the Master Plan Steering Committee; the recent renovation of our home in Pontiac; over 35 years of experience in the field of engineering; over 40 years of volunteer service in the community, including 12 years as an elected member of the Pontiac School Board; and over sixty years of experience living in this community.

I am interested in incorporating, as a metric in the measurement of the efficacy of government programs and actions, the development of young people. While I feel land use/planning is just one of a number of factors which must be managed to achieve fair and positive community development, it is a factor which can significantly retard the positive development of families and young people in Pontiac. At the same time I am aware that economic growth must occur in Pontiac, if Pontiac is to grow. The positioning of businesses and people relative to each other, the clarity with which the City's vision for positive development is articulated, along with City government sensitivity to the needs within our community are key to achieving fair and positive community development. The inclusion of the development of young people into the calculus of City Planning is needed (I believe) in order for this City to reach its full potential.

Aside from a passion for prompting the development of the City's young people, which includes my mentoring and tutoring activities at local schools, I enjoy meeting and interacting with people. I am very engaged in my Church, Newman AME of Pontiac, where I serve as a Trustee and the Assistant Superintendent of the Church school. I enjoy bicycling and learning. In regards to learning, I strive to take two classes a year at Oakland Community College on a variety of subjects. To date I have completed classes in architecture, computer design, Spanish language, and nanotechnology at OCC. Also I am halfway through work to obtain a private pilot's license. In addition, I enjoy travel both domestic and international.

Your comments and suggestions are welcome.

Yours Truly


Christopher Northcross 7/14/2014

Christopher Northcross

Part C:

July 14, 2014

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2018 JUL 13 PM 1:55
PONTIAC CITY CLERK

July 13, 2018

Honorable Pontiac City Council
47450 Woodward Avenue
Pontiac, MI 48342

Re: **Re-appointment to Planning Commission**
Lucy Payne

Dear Honorable Council Members:

Please be advised that I am hereby re-appointing Lucy Payne to serve the Planning Commission for a three-year term expiring June 30, 2021. As stipulated in section 4.109, this appointment is subject to approval by the City Council.

Thank you for your consideration and support

Sincerely,

Dr. Deirdre Waterman
Mayor

Enc. Cover letter, resume

Lucy Payne

February 5, 2014

City of Pontiac Community Planning Commissioners
47450 Woodward Ave.
Pontiac, MI 48342

RE: City of Pontiac Planning Commissioners

To: The City of Pontiac Mayor and Planning Commissioners.

The attached resume will provide details of my previous and present qualifications and experience.

For the past 26 years, I have served as a Patient Relations Representative and Customer Service Trainer at Saint Joseph Mercy Oakland (SJMO). During that time, I have worked diligently to foster mutually beneficial relationships with not only the associates, administrative team, medical staff, nursing and ancillary personnel and the City of Pontiac community. In my past role, I engaged the hospital personnel, physicians in resolving/mediating challenging issues that often involved risk cases with multiple departments and services in meeting customers expectations and satisfaction. The scope of my work provided me with a unique perspective on the wants and needs of patients, their families, and the community needs as well.

I am proud to have been involved in a number of SJMO committees that were charged with orchestrating some of SJMO most successful quality improvement activities such as Customer Service Training, Emergency Department process improvement Task Force, Emergency Wait Time and Dress-Code initiatives. I was also very instrumental in collaborating with SJMO Buildings and Ground Department, SMART Transportation Services and the City of Pontiac Building Department in implementing and the building of a bus shelter for the comfort of patients and the community that use the public transportation system.

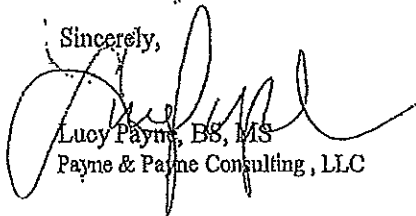
My area of experience include organizational management, problem solving, investigation, mediation, behavioral management, grief consulting, interaction with diverse groups and addressing concerns of the community. I have also gained experience through my work as a consultant of a broad spectrum of business exposures to case studies and best practices in a variety of industries as an independent business owner Payne & Payne Consulting, LLC.

My educational credentials include a Associate Degree in Liberal Arts from Oakland Community College, Bachelor of Science degree in Human Resource Development from Oakland University, Master of Arts degree in Organizational Management and a Certificate of Mediator Training from Oakland Medication Center.

It has been my experience that committees and boards are most effective with individuals that are diverse in areas of knowledge, skills and expertise. As a visionary, I am very interested in utilizing my skills in the revitalization of the City of Pontiac's future plans that promotes a healthy and safe environment for our city residents, while generating revenue for the city.

It has been my absolute pleasure and an honor to serve with the City of Pontiac Mayor and Planning Commissioners. I look forward to utilizing my experience in building and bridging gaps in communication, strategic planning, creative thinking, collaboration, negotiation, and customer service. I look forward to my continual servicing the community and collaborating with you in designing the future City of Pontiac.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lucy Payne', with a large, stylized flourish extending from the end of the signature.

Lucy Payne, BS, MS
Payne & Payne Consulting, LLC

LUCY PAYNE

CAREER SUMMARY

An accomplished senior-level patient relations representative with 27+ years of experience managing customer grievances at St. Joseph Mercy-Oakland in Pontiac, Michigan, a 457-bed health system serving a diverse patient population in an urban setting. Collaborated with the CEO and C-level leadership team, physicians, risk management, nursing and others in resolving issues. Expertise in investigating and analyzing grievance data to proactively formulate strategies for preventing grievances and improving systems and processes. Grievance mitigation supported by achievement of a Master of Arts in Organizational Management, a Bachelor of Science in Human Resource Development, a certificate in Civil Mediator Training, and completion of a pre-licensing course in Life and Health Insurance.

PROFESSIONAL EXPERIENCE

P & P Consulting, LLC, Bingham Farms, Michigan 2003 – present
Consultant - Organizational Management / Problem Resolution / Mediation 2003 – present.

- Consulted on management and customer relations for a wide variety of businesses as a principal with P & P Consulting, LLC
 - Analyzed business process flow for medical group practices, automobile dealerships, and financial services firms; recommended process improvements
 - Trained staffs in customer service improvement techniques

Saint Joseph Mercy-Oakland, Pontiac, Michigan 1984 – 8/2012
Patient Relations Representative 1984 – 8/2012

Patient Relations Management

- Managed customer complaints within St. Joseph Mercy-Oakland health system; complaints involve a wide-range of issues/disciplines (e.g., staff, billing, food service, housekeeping, safety, parking, pharmacy services, physical plant, etc.)
 - Interviewed customers to determine nature of complaint; employed customer relationship management and mediation techniques to negotiate win-win resolutions to issues identified
 - Collaborated with physicians and nursing and ancillary department heads and staff to improve customer service as well as investigate and resolve customer service issues
 - Identified incidents with the potential for legal / risk management involvement; advised risk management department heads of complaint; collaborated with risk management on incident investigation; served as liaison between patient/family and risk management department
 - Documented all customer complaints on computer database; tracked resolution of issues
 - Analyzed billing issues and made determination regarding billing adjustments / reimbursement
 - Reviewed patient medical charts to determine validity of patient care issues / complaints; met with department heads, medical staff, nursing and ancillary staff to discuss issue resolution and future process improvement strategies
- Served as a liaison between customers/families and the Gift of Life and Michigan

Eye Bank organizations, encouraging organ donation, providing grief counseling services, and educating patients and families on organ, tissue and eye transplants

- Responded to code calls and served as liaison between family members and physicians; provided grief/crisis counseling to patients and families
- Testified in court proceedings and assisted attorneys in lawsuit preparations
- Interviewed new hires for Patient Services Department; facilitated one-on-one and group interviews as well as candidate hiring discussions

Teaching

- Trained medical residents and all new employees in customer/patient service
- Managed Oakland University Internship Program for Patient Representatives

Process Improvement

- Analyzed all customer complaints to determine trends; met with department heads on an individual basis when trends were evident; followed-up to ensure problem resolution
- Reengineered the patient death process and fetal demise protocols
- Championed the installation of a bus shelter near the hospital grounds; managed project coordination between the hospital's Administration and Buildings and Grounds Dept., the City of Pontiac and SMART Transit
- Compiled and analyzed patient satisfaction data on Emergency Services; drafted report / presented findings to Process Improvement Team; worked with physicians and staff to improve response time and customer relations
- Resolved employee identification by customers challenge by instituting a color-coded uniform (by staff classification) policy
- Collaborated with security and risk management personnel to reengineer process for securing patient belongings; instituted policy debiting departmental budgets for patient reimbursement for lost items

<u>Waterford School District, Waterford, Michigan</u>	<u>1974-82 / 1988-97</u>
Substitute Teacher (Grades K-12)	1988 - 1997
Instructional Technician (Grades K-12), Montgomery Developmental Training Center	1974 - 1982

<u>Detroit College of Business, Ferndale, Michigan</u>	<u>1975 - 1980</u>
Dean of Students / Proctor (part-time position)	1975 - 1980
Pontiac Schools/Seniors Fitness Program (part-time)	1982-1982

EDUCATION

Master of Arts in Organizational Management University of Phoenix, Troy, Michigan Campus	February 2004
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Bachelor of Science in Human Resource Development June 1985
Oakland University, Rochester, Michigan

Civil Mediator Training, 40-Hour Course Oakland Mediation Center, Bloomfield Hills, MI	November 2012
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Additional Professional Development:

- Certificate, Pre-Licensing Course in Life & Health Insurance, Financial Services Institute, Novi, MI, November 2013

APPOINTMENTS

- Planning Commissioner, City of Pontiac, MI, 11/2012 - present
- Board Member, Baldwin Center, Pontiac, MI, 2005 - 2013
- Committee Appointments at Saint Joseph Mercy-Oakland, Pontiac, MI
 - Member, Chief Executive Officer Advisory Committee, 2002
 - Member, Speaker's Bureau, 1991 - 8/2012
 - Founder and Chair, Hospital Grievance Committee, 2003 - 8/2012

HONORS/AWARDS

- Honored as one of the top donor facilitators, Michigan Eye Bank, 2000

RECEIVED
2018 JUL 13 PM 1:55
PONTIAC CITY CLERK

July 13, 2018

Honorable Pontiac City Council
47450 Woodward Avenue
Pontiac, MI 48342

Re: **Re-appointment to Planning Commission
Dayne Thomas**

Dear Honorable Council Members:

Please be advised that I am hereby re-appointing Dayne Thomas to serve the Planning Commission for a three-year term expiring June 30, 2021. As stipulated in section 4.109, this appointment is subject to approval by the City Council.

Thank you for your consideration and support

Sincerely,

Dr. Deirdre Waterman
Mayor

**CITY OF PONTIAC
ORDINANCE NO. ____**

**AN ORDINANCE TO ADD SECTIONS TO CHAPTER 22 OF THE CITY OF PONTIAC
CODE OF ORDINANCES.**

THE CITY OF PONTIAC ORDAINS:

Chapter 22, Article I, Division 3, shall be amended to read as follows:

CHAPTER 22. BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. IN GENERAL

DIVISION III. BLIGHT VIOLATION HEARINGS

22-28.01 CREATION OF ADMINISTRATIVE HEARINGS BUREAU

Pursuant to MCLA 117.4q, the City of Pontiac hereby establishes an Administrative Hearings Bureau to adjudicate and impose sanctions for blight violations.

22-28.02 BLIGHT VIOLATIONS

For the purposes of this article, BLIGHT VIOLATION means a violation of any Pontiac City Code section pertaining to:

- (A) Zoning
- (B) Building or property maintenance
- (C) Solid waste and illegal dumping
- (D) Disease and sanitation
- (E) Noxious weeds
- (F) Vehicle abandonment, inoperative vehicles, vehicle impoundment, and municipal vehicle licensing.
- (G) Right-of-way signage. For purposes of this subdivision right-of-way signage violation means the placement of signage in a right-of-way without a proper permit from the city.
- (H) A code section that is substantially the same as sections 138 to 142 of the housing law of Michigan, 1917 PA 167, MCL 125.538 to 125.542.

22-28.03 BLIGHT VIOLATION HEARING OFFICER.

- (A) A Blight Violation Hearing Officer shall preside over contested blight violation hearings.
- (B) The Blight Violation Hearing Officer shall be a licensed attorney and otherwise meet all the qualifications as set forth in MCLA § 117.4q(11).
- (C) The Blight Violation Hearing Officer will be appointed and subject to removal in a manner consistent with state law.

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PONTIAC CITY CLERK

(D) The Blight Violation Hearing Officer shall have the following authority and duties:

(1) Hearing testimony and accepting evidence that is relevant to the existence of the blight violation.

(2) Issuing subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon request of a party or a party's attorney.

(3) Preserving and authenticating the record of the hearing and all exhibits and evidence introduced at the hearing.

(4) Issuing a determination, based upon the evidence presented at the hearing, whether a blight violation exists. The determination shall be in writing and shall include written findings of fact, a decision and an Order. The City shall have the burden of establishing the responsibility of the alleged violator by a preponderance of the evidence. Unless the burden is met, the matter shall be dismissed. A decision and an Order shall not be made except upon consideration of the record as a whole or a portion of the record as may be cited by any party to the proceeding and as supported by and in accordance with the competent, material, and substantial evidence. A decision and Order finding the alleged violator responsible for the violation shall include the civil fine, if any, or any action with which the violator must comply, or both.

(5) Imposing reasonable and proportionate sanctions consistent with applicable ordinance provisions and assessing costs upon a finding that the alleged violator is responsible for the alleged violation.

(6) The Blight Violation Hearing Officer shall not impose a fine in excess of \$10,000.00, pursuant to MCL 117.4q(3), and the fined amount is exclusive of costs to secure compliance with the City code and is not applicable to enforce the collection of any tax imposed and collected by the city, pursuant to MCL 117.4(12) (e).

22-28.04 INITIATION OF PROCEEDINGS.

(A) To initiate a proceeding for a blight violation, the City shall issue and serve upon an alleged violator a written violation notice on which an authorized local official records the occurrence or existence of one or more blight violations by the person cited and which directs the named person to pay a civil fine for the violation or appear at the Administrative Hearings Bureau as provided in this section. A violation notice to appear at an Administrative Hearings Bureau shall be treated as made under oath if the violation alleged in the notice occurred in the presence of the authorized local official signing the violation notice and if the notice contains the following statement immediately above the date and signature of the official: "I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief". An authorized local official may issue a violation notice to appear if, based upon the investigation, the official has reasonable cause to believe that the person is responsible for a blight violation and if a City Attorney approves in writing the issuance of the violation notice.

(B) Any person authorized to issue a blight violation is also authorized to order the towing of abandoned vehicles.

22-28.05 RESPONSE TO VIOLATION NOTICE.

The person named in the violation notice shall appear on or before the time specified in the violation notice and may respond to the allegations in the notice, as follows.

(A) If the alleged violator wishes to admit responsibility for the blight violation, the person may do so by appearing in person, by representation, or by mail. If appearance is made by representation or mail, the Administrative Hearings Bureau may accept the admission as though the person personally appeared. Upon acceptance of the admission, a Blight Violation Hearing Officer may order any of the sanctions permitted under this section.

(B) If the alleged violator wishes to deny responsibility for the blight violation, or admit responsibility with an explanation, the person may do so by appearing in person on the date scheduled for the administrative hearing for the purpose of adjudicating the alleged violation.

(C) If the alleged violator fails to appear, a decision and order of default may be entered.

22-28.06 HEARINGS.

(A) A party shall be provided with the opportunity for a hearing during which they may be represented by counsel, present witnesses, and cross-examine witnesses. A party may request the Blight Violation Hearing Officer to issue subpoenas to direct the attendance and testimony of relevant witnesses and the production of relevant documents. Hearings shall be scheduled with reasonable promptness, except that for hearings scheduled in all nonemergency situations the alleged violator, if he or she requests, shall have at least 14 days after service of process to prepare for the hearing. For purposes of this subsection, NON-EMERGENCY SITUATION means any situation that does not reasonably constitute a threat to the public interest, safety, or welfare. If service is provided by first class mail, the 14-day period begins to run on the day that the notice is deposited in the mail.

(B) In an administrative hearing under this section, the rules of evidence as applied in a nonjury civil case in Circuit Court shall be followed as far as practicable, but the Blight Violation Hearing Officer may admit and give probative effect to evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs. Irrelevant, immaterial, or unduly repetitious evidence may be excluded. Effect shall be given to the rules of privilege recognized by law. Objections to offers of evidence may be made and shall be noted in the record. Subject to these requirements, the Blight Violation Hearing Officer, for the purpose of expediting hearings and when the interests of the parties will not be substantially prejudiced thereby, may provide in an administrative hearing or by rule for submission of all or part of the evidence in written form.

(C) Any final decision by a Blight Violation Hearing Officer that a blight violation does or does not exist constitutes a final decision and Order for purposes of judicial review and may be enforced in the same manner as a judgment entered by a Court of competent jurisdiction.

22-28.07 BLIGHT VIOLATION PENALTIES.

The penalty for a blight violation shall be a civil fine of up to \$500.00. The Blight Violation Hearing Officer may also order action with which the violator must comply. However, the Blight Violation Hearing Officer may waive a fine for a blight violation at an owner-occupied dwelling for a first-time offender if the offender has corrected the circumstances for the violation. But in all cases the Blight Violation Hearing Officer shall impose a judicial system assessment of \$10.00 for each blight violation determination. Upon payment of the assessment, the City shall transmit the assessment to the State Treasury.

22-28.08 DEFAULT JUDGMENTS.

An alleged violator may seek to set aside the entry of a decision and order of default within 14 days after the Bureau sends notice of the decision and order to the violator. The request must be written, must explain the reason for the nonappearance of the violator, and must state a defense to or an explanation of the alleged violation. For good cause, the Bureau may set aside the default and direct that a hearing on the violation take place.

22-28.09 APPEAL.

(A) A party may file an appeal within 28 days after entry of the decision and order by the Blight Violation Hearing Officer. An appeal of a final decision and order of an Administrative Hearing Officer is to the Circuit Court.

(B) An alleged violator who appeals a final decision and order to Circuit Court shall post with the Administrative Hearings Bureau, at the time the appeal is taken, a bond equal to the fine and costs imposed. A party who has paid the fine and costs is not required to post a bond. If a party who has posted a bond fails to comply with the requirements of Supreme Court rules for an appeal to the Circuit Court, the appeal may be considered abandoned, and the Bureau may dismiss the appeal on seven days' notice to the parties. The Administrative Hearings Bureau must promptly notify the Circuit Court of a dismissal, and the Circuit Court shall dismiss the claim of appeal. If the appeal is dismissed or the decision and order are affirmed, the Administrative Hearings Bureau may apply the bond to the fine and costs. An appeal by the City must be asserted by the City's Attorney and a bond is not required.

(C) An appeal to Circuit Court shall be a review by the Court of the certified record provided by the Administrative Hearings Bureau. Pending appeal, and subject to the bond requirement, the Hearing Officer may stay the order and any sanctions or costs imposed. Once an appeal is filed, and subject to the bond requirement, the Court may stay the order and any sanctions or costs imposed. The Court, as appropriate, may affirm, reverse, or modify the decision or order, or remand the matter for further proceedings. The Court shall hold unlawful and set aside a decision or order of the Hearing Officer if substantial rights of an alleged violator have been prejudiced because the decision or order is any of the following:

- (1) In violation of the Constitution or a statute, Charter, or ordinance.
- (2) In excess of the authority or jurisdiction of the agency as conferred by statute, Charter, or ordinance.
- (3) Made upon unlawful procedure resulting in material prejudice to a party.
- (4) Not supported by competent, material, and substantial evidence on the whole record.
- (5) Arbitrary, capricious, or clearly an abuse or unwarranted exercise of discretion.
- (6) Affected by other substantial and material error of law.

22-29 APPEARANCE TICKETS.

(A) If the Code Official determines or has reasonable grounds to believe that a violation of this Code or of any other provision of the City Code relating to property maintenance exists, they may issue an appearance ticket requiring the responsible party to appear in the 50th District Court to answer the appearance ticket within the time period specified in the notice.

(B) The appearance ticket shall contain the information and shall be in the form specified by Michigan law.

(C) The appearance ticket shall specify, if required by law, the options available to the responsible party with respect to responding to the appearance ticket.

(D) The appearance ticket shall be served upon the responsible party as provided by Michigan law.

22-30 DISTRICT COURT ACTION – RIGHT TO ABATE.

(A) If the Code Official determines, or has reasonable grounds to believe that a violation of this Code or of any other provision of the City Code relating to property maintenance exists, the city may, in accordance with procedures established by the Mayor, proceed with the filing of an action in the 50th District Court to compel the owner or responsible party to bring the property into compliance with the provisions of this Code and the City Code by taking corrective action with respect to the property, building, or structure, or by demolishing the building or structure. The city may exercise its lawful discretion to proceed under this section instead of proceeding to a hearing before the Blight Violation Hearing Officer.

(B) The District Court action shall be brought in accordance with applicable Michigan law, and shall provide the responsible party, after notice as required by law, an opportunity to be heard prior to any corrective action or demolition taking place, unless otherwise authorized by the Court.

22-31 EMINENT DOMAIN.

(A) The City may institute and prosecute proceedings under its power of eminent domain to eliminate a structure which is determined to have a blighting effect upon the City. The purpose of rehabilitating blighted areas and the prevention, reduction, or elimination of blight, blighting factors, or causes of blight contemplated by this article are hereby declared to be public purposes within the meaning of the constitution, state laws, and City Charter relative to the power of eminent domain.

(B) All condemnation action taken by the City under its eminent domain authority shall be in accordance with applicable Michigan law.

22-32. SUPPLEMENTARY NATURE OF ARTICLE.

This article is intended to supplement other laws, ordinances and City Code provisions, and is not intended to supersede or repeal other ordinances or City Code provisions except where expressly provided.

22-33. CONFLICT.

Where a provision adopted in this article conflicts with another provision of the City Code or any other City ordinance, the provision which establishes the higher standard for the promotion or

protection of the health and safety of the public, as determined in the reasonable discretion of the Code Official, shall prevail.

22-34. OBSTRUCTION OF CODE OFFICIAL; PENALTY.

Any person who obstructs, hinders, or interferes with the Code Official or any agent or employee of the city when carrying out tasks contemplated in this chapter, a directive of the Code Official, or a certificate issued under the provisions of this article, shall be guilty of a misdemeanor punishable by a fine of a maximum of \$500.00, or a maximum of 90 days in jail, or both.

22-35. RESERVED.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Pontiac this _____ day of _____, 2018.

Deirdre Waterman, Mayor

Sheila Grandison, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council on the _____ day of _____, 2018.

Sheila Grandison, City Clerk

I further certify that the foregoing was published in a newspaper of general circulation in the City of Pontiac in a manner consistent with the Charter of the City of Pontiac.

Sheila Grandison, City Clerk

RULES OF PROCEDURE BLIGHT COURT



CITY OF PONTIAC
July, 2018

**CITY OF PONTIAC
BLIGHT COURT – RULES OF PROCEDURE
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Date Adopted:

**CITY OF PONTIAC
BLIGHT COURT
RULES OF PROCEDURES**

ARTICLE I - ESTABLISHMENT AND PURPOSE

THE CITY CHARTER EMPOWERS THE CITY COUNCIL OF THE CITY OF PONTIAC TO ESTABLISH QUASI-JUDICIAL BOARDS. ORDINANCE NO. ____ (CHAPTER 2, ARTICLE V, DIVISION 8) ESTABLISHES A BLIGHT COURT (SECTIONS 2-484.01 – 2-484.06) AND AUTHORIZES AN ADMINISTRATIVE HEARING OFFICER TO PERFORM THE FUNCTIONS AN APPEAL BOARD UNDER THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND TO CONSIDER PETITIONS, APPEALS, REQUESTS FOR VARIANCE AND MODIFICATION OF ORDINANCES AS AUTHORIZED BY THE CITY COUNCIL.

THE SCOPE OF AUTHORITY OF THE ADMINISTRATIVE OFFICER AND THE STANDARDS WHICH APPLY TO WHEN HEARING CASES ARE SET FORTH IN ORDINANCE NO. ____.

ARTICLE II – ADMINISTRATIVE HEARING OFFICER

SECTION 1 APPOINTMENT & TERM OF OFFICE

- A. The Administrative Hearing Officer is appointed by the Mayor for a three-year term, or until a successor has been appointed as provided for in Section 2-484.01 of the City Code and Ordinance ____.
- B. An Alternate Administrative Hearing Officer is also appointed by the Mayor in the event the Administrative Hearing Officer is unable to be present at scheduled hearings.
- C. The Administrative Hearing Officer and its Alternate shall be attorneys licensed to practice in the State of Michigan.

SECTION 3 ADMINISTRATIVE ASSISTANCE

The Code Enforcement Manager, or their designated representative shall assist the Administrative Hearing Officer in carrying out its functions.

SECTION 4

COLLECTIVE BODY

The Administrative Hearing Officer, and/or the Alternate are the official representatives for the City of Pontiac's Blight Court.

SECTION 5

WRITTEN LEGAL OPINION

The Administrative Hearing Officer may request a written legal opinion regarding blight issues from the City Attorney. A copy of all legal opinions shall also be provided to the Mayor.

ARTICLE IV – VACANCY OF OFFICE

SECTION 1

VACANCY: REMOVAL PROCESS

A vacancy in office occurs if the Administrative Hearing Officer has three consecutive unexcused absences for scheduled meeting dates. If the Administrative Hearing Officer fails to attend three consecutive scheduled meeting dates, the Mayor shall, after written notice to the Officer, determine whether the absences are unexcused. If the Mayor is satisfied that the officer had a reasonable excuse for the absences, or that the officer is ready and able to resume undertaking the responsibilities of the office, the Board may determine that the office is not vacated. If the Mayor determines that the absences are unexcused or that the officer is unable or unwilling to discharge the duties of the office, the office shall be deemed vacant.

ARTICLE VI – MEETINGS

SECTION 1

REGULAR MEETINGS

- A. Regular meetings of the Blight Court shall be scheduled and held bi-weekly, unless the Administrative Hearing Officer cancels the meeting for a lack of business to be conducted.
- B. Public notice of meetings shall also be given in accordance with the Open Meetings Act.
- C. All regular meeting dates shall be set for the following calendar year no later than the month of December.

D. All Blight Court notices must be prepared at least seven (7) days in advance. Such notice shall include:

1. All documents submitted by the petitioner with the application.
2. Any back-up materials furnished by the Administration.

E. Written notice of the meeting shall be delivered personally or sent by first class mail to the responsible party, which may be based upon the name and address of the records of the Office of Assessing.

SECTION 2

SPECIAL MEETINGS

- A. Special meetings may be held as called by the Administrative Hearing Officer if the officer determines that the volume of cases warrants additional meetings.
- B. Written notice of the meeting shall be sent to the applicant by certified mail.

SECTION 3

CONDUCT/FORMAT OF MEETINGS

- A. All meetings shall be open to the public and held in a place available to the public, except closed sessions held in accordance with the Open Meetings Act.
- B. All notices of such public meetings shall be published or posted as required by the Open Meetings Act.
- C. All persons shall be permitted to attend any meeting and may not be excluded, except for a breach of speech committed at such meeting.
- D. Any person attending a meeting, unless excluded under the preceding Section, may speak in accordance with established rules of the Blight Court.

- E. Written notice of the meeting in the form of a notice to appear shall be mailed by certified mail to each petitioner or his designated authorize representative.
- F. Any person disrupting the proceeding shall be subject to removal by the Administrative Hearing Officer.
- G. Order of Business (Agenda as posted and adopted).
 - 1. Call meeting to order
 - 2. Recognition of Docket
 - 3. Accept list of those notified by mail
 - 4. Old Business (postponed cases)
 - 5. New Business
 - 6. Adjournment

SECTION 7

MINUTES

- A. Hearings shall be tape recorded with the minutes of each meeting showing the date, time, place, cases heard, , any decisions made at an open meeting.
- B. Minutes shall be public records available from the City Clerk's office. A reasonable charge for copying minutes in accordance with established City policies may be imposed.
- C. Proposed minutes shall be available for inspection within

eight (8) business days after the meeting to which they pertain.

- D. Corrections in the minutes shall be made at the next meeting after the meeting to which they pertain and shall include both the original entry and the correction.

ARTICLES VIII – FUNCTIONS OF THE BOARD

SECTION 1 APPEALS

The Administrative Hearing Officer has the authority to hear appeals under the City Code provisions relating to blight, tall grass and weeds, junk and debris ,and other matters authorized by the City Council. .

SECTION 2 The Administrative Hearing Officer has authority to conduct hearings to abate blight nuisances under the City Code.

SECTION 3 APPEALS OF ADMINISTRATIVE DECISIONS

The Administrative Hearing Officer has the authority to hear and decide appeals where it is affected by the applicant that there is error in any order, requirement, permit decision or refusal by City in administering or enforcing the provisions of the ordinance. Decisions of the Administrative Hearing Officer are final. Property owners may appeal any decisions to the District Court.

ARTICLE IX – ANNUAL REPORT

SECTION 1 The Code Enforcement Administrator shall work with the Administrative Hearing Officer to, by December 15 of the following year, prepare and submit to the Mayor for approval, and submit to the City Council a written report of its activities covering the previous calendar year. This report is to cover the following:

1. Number of cases heard broken down by type of offense.
2. Pending items.

3. Total amounts of fines collected and the number of fines levied.
4. Number of cases dismissed due to compliance
5. Number of cases appealed to District Court

YLAWS ADOPTED: _____



City of Pontiac, Michigan

Department of Finance

Mayor Deirdre Waterman

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

From: Controller's Office, Danielle Kelley, through
Jane Bais DiSessa, Deputy Mayor

Date: August 3, 2018

Cc: Anthony Chubb, City Attorney

Re: **Agenda Request: Amendment to Emergency Ordinance 2346**

RECEIVED
2018 AUG - 7 AM 9:58
PONTIAC CITY CLERK

As you may recall, on June 15, 2017, the City Council approved Emergency Ordinance 2346, which extended the temporary increase in pension payments to GERS retirees until August 31, 2018.

Attached for your consideration is an emergency ordinance to extend the supplemental payment for GERS retirees from September 1, 2018 ending August 31, 2019, or when the CPREA health care litigation is resolved and health insurance will be provided to retiree class, whichever comes first.

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

Whereas, the temporary increase to certain members of the GERS pension system is set to expire on August 31, 2018; and,

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

Whereas, such ordinance, if approved, will take effect from September 1, 2018 and expire on August 31, 2019 or when the CPREA health care litigation is resolved and health insurance will be provided to retiree class, whichever comes first, and,

Whereas, the Pontiac City Council considers this an emergency.

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

Ordinance No. XXXX

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, 2018; and,

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

Whereas, such ordinance if approved will take effect from September 1, 2018 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, 2018 and who enter pay status through August 1, 2019, shall be entitled to receive an increase in their monthly allowance of four hundred dollars (\$400.00) per month beginning September 1, 2018 through August 31, 2019, or when the CPREA litigation is resolved and health insurance will be provided to the retiree class, whichever comes first."

Section 2. Severability.

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

Section 3. Repealer.

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

Section 4. Publication.

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

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. This ordinance must be approved by the City Council by August 31, 2018.



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: John V. Balint, Acting Director of Public Works/City Engineer
Through the Office of Jane Bais-DiSessa, Deputy Mayor

DATE: July 26, 2018

RE: MDOT South Boulevard Resurfacing Funding Agreement

RECEIVED
2018 JUL 27 PM 12:43
PONTIAC CITY CLERK

The Michigan Department of Transportation has prepared and delivered the attached funding agreement for the South Boulevard Resurfacing project. This project is initially funded fully by the City of Pontiac. Construction is set to begin in September of 2018. There is federal funding for the project for MDOT FY 2019, which begins in October. As such, this project is technically an "advance construct" project in the eyes of MDOT and the Federal Highway Administration.

The federal funding for the project is \$810,200 with the City's obligation being \$179,600, for a total project cost of \$989,800. This funding will be available for reimbursement in the MDOT 2019 Fiscal Year. Prior to the beginning of the project, MDOT will require a deposit from the City in the sum of \$405,100, which will be due within 30 days of invoice. This will be used to pay the contractor for work performed in the first month or so of the project.

The project work includes milling and resurfacing of South Boulevard between Woodward and Martin Luther King Jr. Boulevard. In addition to the milling and resurfacing, there will be joint repairs as well as sidewalk and ADA ramp replacement.

The MDOT bid letting for this project is scheduled for Friday, August 3rd, 2018. The project will begin within 60 days of the bid letting, potentially sooner. The project will take up to 3 months to complete.

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached MDOT funding agreement for the South Boulevard Resurfacing project.

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

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

WHEREAS, The project is budgeted in the 2018/19 Major Street budget,

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorized the Mayor to sign the MDOT funding agreement for the South Boulevard Resurfacing Project.

JVB

Attachments

(ADVANCE CONSTRUCTION CONTRACT)
STP

DA
Control Section STU 63000
Job Number 202878A
Project 1800(925)
CFDA No. 20.205 (Highway
Research Planning &
Construction)
Contract No. 18-5360

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PONTIAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Pontiac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 3, 2018, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing work along South Boulevard from Woodward Avenue (Highway M-1) easterly to Martin Luther King Jr Boulevard; including drainage improvement, pavement repair, miscellaneous concrete curb and gutter, and concrete sidewalk and ramp work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Drainage structure cleaning work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT will be performed as an advance construction project; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

The PROJECT work shall be performed as an advance construction PROJECT and shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

Request for PROJECT conversion to a regular Federal-Aid project shall be submitted to the DEPARTMENT by the REQUESTING PARTY as early as possible in the fiscal year that the advance construction PROJECT is anticipated to be reimbursed.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and

awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met 100 percent by the REQUESTING PARTY.

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will be required for this PROJECT and is estimated to be:

\$405,100

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within thirty (30) days after receipt of bill.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds as the PROJECT progresses.

Failure to make such payments within 30 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is a person under the Natural Resources and Environmental Protection Act (NREPA); 1995 PA 71 and is not aware of and has no reason to believe that the property on which the work under this agreement is to be performed is a facility as defined in MCL 324.20101(o). The REQUESTING PARTY certifies that it is not a person liable under Part 201 or Part 213 of the Natural Resource and Environmental Protection Act (NREPA); MCL 324.20101 et seq. and Part 213 of NREPA; MCL 324.21301a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will be acquiring property for a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release at or on the property. Pursuant to MCL 324.20126, the REQUESTING PARTY is not a person who is liable for response activity or response activity costs as defined by MCL 324.20101(ee) and (ff).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the

DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

12. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

13. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT and its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT and its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT and its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

14. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

15. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

18. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

19. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

20. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

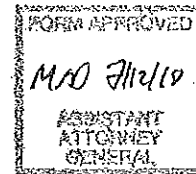
CITY OF PONTIAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

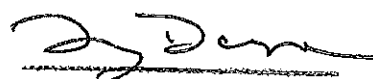
By _____
Department Director MDOT

By _____
Title:



RDB
7/3/18

APPROVED BY:

 7/15/2013
Administrator Date
Real Estate

July 3, 2018

EXHIBIT I

CONTROL SECTION	STU 63000
JOB NUMBER	202878A
PROJECT	1800(925)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$989,800	\$3,400	\$993,200

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$989,800	\$3,400	\$993,200
Less Federal Funds (Advance Construction)			
Future Fiscal Year*	<u>\$810,200</u>	<u>\$ -0-</u>	<u>\$810,200</u>
REQUESTING PARTY'S SHARE (Future Fiscal Year)	\$179,600	\$3,400	\$183,000

*Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent.

DEPOSIT (50% of Advance Construction Portion PART A - \$810,200)	\$405,100
(NONE REQUIRED - PART B)	<u>\$ -0-</u>
	\$405,100

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments-Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments-Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



CITY OF PONTIAC
Department of Building Safety & Planning

RECEIVED
2018 JUL 27 PM 12:43
PONTIAC CITY CLERK

Mayor Deirdre Waterman

MEMORANDUM

TO: Honorable Mayor, Council President, and City Council

FROM: Vern Gustafsson – Planning Manager
Through the Office of Deputy Mayor – Jane Bais-DiSessa

SUBJECT: ZMA 18-02 43 E. Columbia Avenue – PIN 64-14-17-257-007
Zoning Map Amendment Request
R-1 One Family Dwelling to C-3 Corridor Commercial District
with Conditional Rezoning

DATE: July 24, 2018

Analysis of Petition

The City of Pontiac is in receipt of application ZMA 18-02 from TDE Group Holdings, LLC for the proposed conditional rezoning of parcel 64-14-17-257-007. The approximately 15 acre site land located on E. Columbia Avenue, between E. Ann Arbor Avenue to the north, E. Columbia Avenue to the south, Price Street to the east and Baldwin Avenue to the west from R-1 One Family Dwelling District to C-3 Corridor Commercial with CR Conditional Rezoning. According to the Application, the applicant proposes to convert the former Owen School into an equipment storage facility with outdoor storage.

The subject site is designated in the Master Plan as the Entrepreneurial: Residential, Commercial, and Green Future Land Use Category. This category's stated goal is to provide flexibility that encourages the positive reuse of vacant properties in strategic locations throughout the City. The Conditional Rezoning limits proposed uses as an equipment storage facility with outdoor storage and proposes to achieve the objectives of the Master Plan by eliminating a blight, vacant site.

The applicant requests rezoning with conditions of the subject site with the intention of developing an equipment storage facility and outdoor storage for their lawn/landscape maintenance and snow removal equipment and materials in a portion of the existing building. The remaining structure will be demolished. TDE employs 75 to 300 to provide yearly maintenance services. The request includes conditions volunteered by the applicant, which are described in greater detail below.

In accordance with Section 6.802 of the City Zoning Ordinance, the request for Conditional Rezoning requires a technical review, Public Hearing and recommendation by the Planning Commission, and final

decision by City Council. The Conditional Rezoning Agreement will be executed between the applicant and City Council at the time City Council approves the Conditional Rezoning.

The City Planning Commission and City Council should consider "any of the following criteria [found in Section 6.804, A-J] that apply to the rezoning with conditions application in making findings, recommendations, and a decision" to amend the Official Zoning Map [see Section 6.804].

The applicant has volunteered the following conditions as part of their Conditional Rezoning Agreement [see attachment] that will restrict the uses developed on the subject site.

"the use of the Property shall be limited to warehouse storage, outside storage, and landscaped greenspace, Owner/developer waives it rights to seek approval for any other permitted uses or any uses permitted subject to special exception permit conditions provided in the C-3 Local Business District; or any other permitted uses or uses permitted subject to special exception permit conditions provided in the MUD Mixed Use District".

The Planning Commission has evaluated this request with these conditions in mind. It is important to note that the City cannot request or suggest modifications to these conditions. Per the Michigan Zoning Enabling Act, such conditions must be made voluntarily of the applicant.

At the July 11, 2018 Planning Commission meeting, the commission passed a motion recommending approval of this application to the City Council and recommending that the City Council authorize the execution of the Conditional Rezoning Agreement document, which has been reviewed by the City Attorney and is in agreement to the terms. Unless extended by City Council, the rezoning with conditions shall expire following two years from the effective date of the rezoning.

ZMA 18-02 - Zoning Map Amendment
Address: 43 E. Columbia Avenue
Parcel: 64-14-17-257-007

Resolution

Whereas, The City has received an application for a Zoning Map Amendment for 43 E. Columbia Avenue, PIN 64-14-17-257-007, from TDE Holdings Group, LLC and the applicant's petition is for the rezoning of the aforementioned parcel and the redevelopment of the vacant Owen School building; and

Whereas, The Planning Division has reviewed the applicant's rezoning request in regards to compliance with the City's Master Plan and the request conforms to the goals and vision found within the plan; and

Whereas, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.807 of the Zoning Ordinance regarding Rezoning with Conditions, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

Whereas, In accordance with the procedures outlined in the Zoning Ordinance, Sections 6.802 as it relates to Zoning Map Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

Whereas, On July 11, 2018, a Public Hearing was held, and the Planning Commission recommends City Council approve the Zoning Map Amendment with Conditions request for 43 E. Columbia Avenue, approving the change from the current R-1 One Family Dwelling District to C-3 Corridor Commercial District with CR Conditional Rezoning; and

Now Therefore, Be It Resolved, That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment (ZMA 18-02) request for 43 E. Columbia Avenue, to amend the current zoning from R-1 One Family Dwelling District to C-3 Corridor Commercial District with CR Conditional Rezoning; and

Be It Further Resolved, That the City Council for the City of Pontiac authorize the execution of a Conditional Rezoning Agreement with the applicant.

43 E. Columbia Avenue



AMENDED AND RESTATED
CONDITIONAL REZONING AGREEMENT

THIS AMENDED AND RESTATED CONDITIONAL REZONING AGREEMENT is hereby entered into by and between TDE GROUP HOLDINGS, LLC, a Michigan limited liability company, whose address is 125 E. Columbia Avenue, Pontiac MI 48340, ("Owner/Developer"), and the CITY OF PONTIAC, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342 ("City") on July 11th, 2018.

RECITALS

A. Owner/Developer is currently the fee owner of certain real property located at the Southeast corner of Price Street and Columbia Avenue, Pontiac, Michigan 48341, more specifically described on Exhibit "A", attached hereto ("Property").

B. Owner/Developer desires to have the entirety of the Property zoned MUD, Mixed Use District, C-3 under the City of Pontiac Zoning Ordinance ("Zoning Ordinance").

C. Owner/Developer has voluntarily offered to enter into this Conditional Rezoning Agreement consistent with the Michigan Zoning Enabling Act.

D. This Conditional Rezoning Agreement is made by the City pursuant to authority granted to the City under MCLA § 125, 3405, as amended.

E. The City, by action of _____ on July 11, 2018, has accepted the voluntary offer of Owner/Developer to enter into this Conditional Rezoning Agreement.

ARTICLE 1

DESCRIPTION OF DEVELOPMENT

1.1 **Development Description.** The development involves proposed Mixed Uses such as warehouse storage of approximately 2 acres, outside storage yard of approximately 1 acre and landscaped greenspace of approximately 1.3 acres, and possible future improvements on the Property.

ARTICLE 2

REZONING AND CONDITIONS

2.1 Rezoning. The City hereby rezones the Property from R-1 One- Family Dwelling District to C-3 Local Business District - MUD, Mixed Use District, as that term is identified in Article II of the Zoning Ordinance. The following conditions shall apply to such rezoning;

a. The use of the Property shall be limited to warehouse storage, outside storage, and landscaped greenspace, Owner/Developer waives its right to seek approval for any other permitted uses or any uses permitted subject to special exception permit conditions provided in the C-3 Local Business District; or any other permitted uses or uses permitted subject to special exception permit conditions provided in the MUD, Mixed Use District.

2.2 Conditions Subsequent to Re-Zoning. If any of the following events shall occur, then this conditional Rezoning Agreement shall be null and void and the zoning of the Property will revert to the R-1 One-Family Dwelling District zoning classification:

a. If Owner/Developer, at any time prior to the commencement of construction, elects to terminate this Agreement by written notice to the City.

b. The portion of the Property upon which the warehouse storage, outside storage and landscaped greenspace ceases to be operated as such for twelve (12) consecutive months.

2.3 Force Majeure. Notwithstanding anything to the contrary contained in Section 2.1 above, if any failure or inability of Owner/Developer to meet the condition set forth in Section 2.2 is caused by delay beyond the reasonable control of Owner/Developer, such as war, civil insurrection, strike, or Acts of God, then Owner/Developer shall be given an extension of time to satisfy such condition equal to the period of delay.

ARTICLE 3

GENERAL PROVISIONS

3.1 The City's Representations and Warranties.

a. **Authority.** The City has the authority to enter into this Conditional Rezoning Agreement and to perform and carry out all obligations, covenants and provisions hereof

b. **Transfer of Ownership.** The transfer of title of the Property shall not constitute an event of default under this Conditional Rezoning Agreement.

c. **Compliance.** The Conditional Rezoning Agreement complies with the requirements of City Ordinances, including the Zoning Ordinance.

d. **Sole Authority.** The City Council is the sole and appropriate municipal body to enter into the Conditional Rezoning Agreement with the Owner/Developer.

e. **Plan Review.** The City will timely review the plans and documents submitted for rezoning by the Owner/Developer to achieve the purposes of this Conditional Rezoning Agreement.

f. **Uses.** The intended land use for the Property is warehouse storage, outside storage and landscaped greenspace which are hereby deemed permitted uses under Section 2.519 (c), and Section 2.520 MUD zone district of the Zoning Ordinance.

g. **Restraints.** Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the City's Charter, or any agreement to which the City is a party or by which it is bound.

h. **Disclosure.** No representation or warranty by the City, or any statement or certificate furnished to Owner/Developer pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will fail to state any fact necessary to make the statements contained herein or therein not misleading.

i. **Litigation.** The City has no notice of and there is no pending or threatened litigation, administrative, action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect the City or its principals from carrying out the covenants and promises made herein.

3.2 Owner/Developer's Representations and Warranties.

a. **Organization.** Owner/Developer is duly organized and validly existing, in good standing under the laws of the State of Michigan and has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of the Conditional Rezoning Agreement.

b. **Authorization.** The execution and delivery of this Conditional Rezoning Agreement and consummation of the transactions contemplated hereby have been duly authorized by Owner/Developer.

c. **Restraints.** Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, Owner/Developer's organizational documents, or any agreement to which the Owner/Developer is a party or by which it is bound.

d. **Disclosure.** No representation or warranty by the Owner/Developer, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will fail to state any fact necessary to make the statements contained herein or therein not misleading.

e. **Litigation.** Owner/Developer has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect Owner/Developer or its principals from carrying out the covenants and promises made herein.

f. **Voluntary Offer.** Owner/Developer represents and warrants that it has voluntarily offered to enter into this Conditional Rezoning Agreement and Owner/Developer shall not commence any action after the date hereof against the City asserting that it did not voluntarily offer to enter into this Conditional Rezoning Agreement.

ARTICLE 4

NOTICES

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Conditional Rezoning Agreement shall be given in writing, signed by an authorized representative of the City or Owner/Developer and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by facsimile transmission to a party as follows:

To City; City of Pontiac
 Community Development Director
 47450 Woodward Avenue
 Pontiac, Michigan 48342
 Tel: (248) 758-3000; Fax: (248)758-3292

To Owner/Developer: TDE Group Holdings LLC
 125 E. Columbia Avenue
 Pontiac MI 48340
 Tel: (888) 557-8287; Fax: (519) 488-4748

With a copy to: n/a

All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date of the transmission by facsimile or other electronic means is verified or two days after mailing by registered or certified mail. Any party may by notice given under this Conditional Rezoning Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

ARTICLE 5

MISCELLANEOUS

5.1 Non-Liability of City, Officials and Employees. No City officer, employee, Planning Commissioner, City Council member, elected or appointed official, attorneys, consultants, advisors, agents and representatives shall be personally liable to Owner/Developer for any default or breach of the City of any obligation under this Conditional Rezoning Agreement or in any manner arising out of the performance of this Conditional Rezoning Agreement by any party.

5.2 **Successors/Provisions Running With the Land.** All or a portion of the Property, including all improvements thereon, may be sold, transferred or conveyed, in whole or in part, provided that this Agreement shall inure to the benefit of and shall bind the parties hereto and any assignee, transferee or successor in interest to the Owner/Developer shall be bound by the terms and conditions of this Agreement. The provisions of this Conditional Rezoning Agreement shall be deemed benefits and burdens which shall run with the Property.

5.3 **Recording.** This Conditional Rezoning Agreement shall be recorded with the Oakland County Register of Deeds at the expense of Owner/Developer.

5.4 **Complete Agreement.** This Conditional Rezoning Agreement, constitutes the entire agreement between the parties with respect to the subject of this Conditional Rezoning Agreement, and supersede all prior and contemporaneous oral and written representations, statements, promises, agreements or undertakings made by either party or agent of either party that are not contained in this Agreement. This Agreement may not be amended or its terms varied except in writing and signed by the required parties.

5.5 **Conflicts.** In the event of conflict between the provisions of this Conditional Rezoning Agreement and any provision of the Zoning Ordinance either existing on the date hereof or adopted in the future, the provisions of this Amended and Restated Conditional Rezoning Agreement shall prevail.

5.6 **Default Remedies of Owner/Developer.** The City shall not be in default in any term or condition of this Agreement unless and until Owner/Developer has provided the City with written notice that the City has failed to comply with an obligation under this Agreement, and the City has failed to cure such failure within sixty (60) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case the City shall only be in default if it has failed to commence to cure within such period and thereafter diligently pursued the cure.

5.7 **Default Remedies of City.** Owner/Developer shall not be in default in any term or condition of this Agreement unless and until the City has provided Owner/Developer with written notice that Owner/Developer has failed to comply with an obligation under this Agreement, and Owner/Developer has failed to cure such failure within sixty (60) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case Owner/Developer shall only be in default if it has failed to commence the cure within such period and thereafter diligently pursued the cure.

5.8 **Third Party Beneficiaries.** No term or provision of this Amended and Restated Conditional Rezoning Agreement is intended to be, or shall be, for the benefit of any person not a party to the Agreement, and no such person shall have any right or cause of action hereunder.

5.9 Severability. The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses, or provisions hereof, which shall remain valid and enforceable to the fullest extent permitted by law.

5.10 Waiver of Breach. A party to this Agreement does not waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, unless such waiver is in writing, signed by an authorized representative of that party, and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. No failure of a party to insist upon strict performance of any covenant, agreement, term or condition of this Conditional Rezoning Agreement or to the exercise of any right or remedy in the event of a default shall constitute a waiver of any such default in such covenant, agreement, term, or condition.

5.11 Governing Law. This Conditional Rezoning Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. Owner/Developer agrees, consents and submits to the personal jurisdiction of any competent court of jurisdiction in Oakland County, Michigan, for any action brought against it arising out of this Conditional Rezoning Agreement.

5.12 Joint Drafting. This Conditional Rezoning Agreement has been negotiated by the parties based upon the voluntary offer of conditions made by the Owner/Developer, and each party has joined in and contributed to its drafting. Accordingly, there shall be no presumption favoring or burdening any of the parties based upon draftsmanship.

SIGNATURES ON FOLLOWING PAGE

THE UNDERSIGNED HAVE EXECUTED THIS
CONDITIONAL REZONING AGREEMENT AS OF THE DATE SET FORTH ABOVE.

WITNESS:

OWNER/DEVELOPER:

TDE Group Holdings, LLC
a Michigan limited liability company

By: _____

Eduardo Conte
Its: President

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

On this ____ day of _____, 2018, before me appeared EDUARDO CONTE, to me personally known who, being by me duly sworn, did say that they are TDE Group Holdings, LLC, and that said instrument was signed and sealed on behalf of said company, by the authority of its governing body, and they acknowledge said instrument to be the free act and deed of said company.

Notary Public

County, Michigan
My Commission Expires: _____
Acting in the County of _____

CITY;

CITY OF PONTIAC,
a Michigan municipal corporation

By: _____

Its:

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 2015, before me appeared _____, to me personally known who, being by me duly sworn, did say that he is the _____ of the City of Pontiac, and that said instrument was signed and sealed on behalf of said City, by the authority of its _____, and they acknowledge said instrument to be the free act and deed of said City.

_____, Notary Public
_____, County, Michigan
My Commission Expires: _____
Acting in the County of _____

EXHIBIT "A"

Legal Descriptions

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

Lots 58 through 73, inclusive and Lots 94 through 109, inclusive, and also the vacated alley lying adjacent to said Lots, Dupont Heights Subdivision, as recorded in Liber 21, Page 22 of Plats, Oakland County Records.



Executive Branch

CITY OF PONTIAC OFFICIAL MEMORANDUM

RECEIVED
2018 JUL 27 PM 12:44
PONTIAC CITY CLERK

TO: Pontiac City Council

FROM: John V. Balint, Acting DPW Director
Through the Office of the Deputy Mayor, Jane Bais-DiSessa

DATE: July 26, 2018

RE: MDOT Transportation Economic Development Fund Grant

The City of Pontiac is proposing to make application for a grant to reconstruct Centerpoint Parkway between Opdyke Road and South Boulevard. The current road surface is suffering from Alkali Silica Reaction (ASR), which eats away at the concrete surface. This is a common problem with concrete of this era. The MDOT Transportation Economic Development Fund granted the City nearly \$800,000 as part of a concrete patching project when Challenge MFG purchased property and constructed their facility along Centerpoint.

Once the City and our consultants began the investigation to begin the actual design, we found the ASR problem, and it was decided that we should look for another alternative. Now that there are additional companies moving into the area and an increase in traffic flow, we feel that now is the correct time to request funding for the reconstruction of the roadway.

Our consultant has prepared a cost estimate for the work totaling \$7,899,600 dollars. The estimated cost for the construction work is \$6,659,400 Million with the remaining cost being a 15% contingency, the preparation of design plans and the cost of construction engineering.

WHEREAS, The City of Pontiac desires to make application with the Michigan Department of Transportation, Transportation Economic Development (MDOT TED) for a grant to improve Centerpoint Parkway from Opdyke Road to South Boulevard, and

WHEREAS, the estimated cost of the project is \$6,659,4000 dollars, and

WHEREAS, a grant may be available from the Michigan Department of Transportation, and

WHEREAS, The City of Pontiac, commits to provide at least 40% of the matching funds for the project, and

WHEREAS, the City of Pontiac is in full support of the project and will maintain the improved roadway for its remaining service life, and

WHEREAS, John Balint, City Engineer, is the duly authorized person to sign and submit the grant application forms to the Michigan Department of Transportation;

Memo – MDOT Transportation Economic Development Fund Grant

July 26, 2018

Page 2 of 2.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Pontiac is in full support of the project, and does herewith authorize John Balint, Acting DPW Director/City Engineer to submit the application for MDOT TEDF funds for roadway improvements of Centerpoint Parkway.

JVB

**CENTERPOINT PARKWAY, RING ROAD, CAMPUS DRIVE
COMPLETE RECONSTRUCTION
6/20/2018**

	CENTERPOINT PARKWAY	RING ROAD	CAMPUS DR	TOTAL HMA ALTERNATE
COMPUTED ITEMS				
Driveways & Sidewalks	\$ 138,000	\$ 56,000	\$ 64,000	\$ 258,000
Removal Items	\$ 573,500	\$ 190,200	\$ 170,000	\$ 933,700
Drainage	\$ 1,215,000	\$ 471,200	\$ 382,800	\$ 2,068,800
Earthwork	\$ 136,800	\$ 49,100	\$ 48,800	\$ 234,700
Subbase	\$ 775,000	\$ 264,300	\$ 262,100	\$ 1,301,400
Reconstructed Pavement	\$ 2,460,800	\$ 806,900	\$ 777,500	\$ 4,045,200
Soil Erosion Sedimentation Control	\$ 10,500	\$ 3,900	\$ 3,300	\$ 17,700
Slope Restoration	\$ 71,100	\$ 24,700	\$ 19,800	\$ 115,600
Subgrade Undercutting	\$ 11,400	\$ 3,900	\$ 3,900	\$ 19,200
SUB-TOTAL =	\$ 5,392,100	\$ 1,870,200	\$ 1,732,000	\$ 8,994,300
ALLOWANCES (ESTIMATED ITEMS)				
Mobilization, Max 5%	\$ 269,600	\$ 93,600	\$ 86,600	\$ 449,800
Maintenance of Traffic	\$ 107,900	\$ 37,500	\$ 34,700	\$ 180,100
Pavement Marking	\$ 54,000	\$ 18,800	\$ 17,400	\$ 90,200
Misc Public Utilities	\$ 27,000	\$ 9,400	\$ 8,700	\$ 45,100
SUB-TOTAL =	\$ 5,850,600	\$ 2,029,500	\$ 1,879,400	\$ 9,759,500
Contingency (15%)	\$ 808,800	\$ 280,600	\$ 259,800	\$ 1,349,200
Total Construction Cost =	\$ 6,659,400	\$ 2,310,100	\$ 2,139,200	\$ 11,108,700
Design Engineering (8%) =	\$ 431,400	\$ 149,700	\$ 138,600	\$ 719,700
Construction Engineering (15%) =	\$ 808,800	\$ 280,600	\$ 259,800	\$ 1,349,200
Total Engineering Cost =	\$ 1,240,200	\$ 430,300	\$ 398,400	\$ 2,068,900
TOTAL PROJECT ESTIMATED COST =	\$ 7,899,600	\$ 2,740,400	\$ 2,537,600	\$ 13,177,600



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Pontiac City Council

FROM: John V. Balint, Acting DPW Director/City Engineer
Though the Office of Jane Bais-DiSessa, Deputy Mayor

DATE: July 26, 2018

RE: Trinity Way Honorary Street Name Sign

Trinity Missionary Baptist Church is celebrating its 100th anniversary in the City of Pontiac. As part of the Churches celebration, they are requesting that Wesson Street be additional named "Trinity Way". This will be an honorary street name sign that resides above the official street name with a blue background and white lettering.

This item has been discussed at the DPW City Council Sub-Committee.

Based upon the above information, it is the recommendation of the Department of Public Works to purchase and install two (2) signs with the "Trinity Way" designation. These signs will be installed along Wesson Street, one at the intersection of Woodward and one at the intersection of Bagley.

WHEREAS, The Department of Public Works has reviewed the request by Trinity Missionary Baptist Church, and;

WHEREAS, This request has been discussed at the DPW/City Council Sub-Committee meeting and has been approved by the Michigan Department of Transportation;

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Department of Public Works to purchase and install two (2), Trinity Way Honorary Street Name signs at the intersections of Wesson and Bagley and Wesson and Woodward.

JVB

RECEIVED
2018 JUL 27 PM 12:42
PONTIAC CITY CLERK