

PONTIAC CITY COUNCIL STUDY SESSION

June19, 2018 6:00 p.m. 32nd 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

Roll Call

Authorization to Excuse Councilmembers from Meeting

Amendments to and Approval of the Agenda

Approval of Minutes

- 1. Special Meeting June 8, 2018
- 2. Formal Meeting June 12, 2018

Deputy Mayor Report or Departmental Head Report

Public Comment

Review Agenda Items for City Council Consideration

- 3. Resolution to approve Neighborhood Empowerment Projects over \$10,000, at a total cost of \$113,228.00.
- 4. Resolution to authorize Mayor and/or Deputy Mayor to enter into a contract with Data Strategy, LLC for the acquisition of a server and storage equipment in the amount of \$64,500.
- 5. The Pontiac City Council ordains that the City Ordinance entitled "Subdivision IV. Demolition," be amended to "Article VII. Building, Demolition, Implosion and Moving."
- 6. Resolution requesting the Pontiac City Council to schedule a public hearing on the Reprogramming of Community Development Block Grant Program Year 2016 funds \$75,000 from Employment and Training to Public Services (General-Yard Services) on July 3, 2018.
- 7. Resolution requesting that the Pontiac City Council approve the Planning Commission's recommendation for the Zoning Map Amendment ZMA 18-05 request for 339 S. Paddock Street, also known as PIN 64-14-33-179-001, to amend the current site zoning from R-1 One Family Dwelling District zoning to M-1 Light Manufacturing District.
- 8. Resolution requesting that the Pontiac City Council approve the Planning Commission's recommendation for the Zoning Map Amendment (ZMA 18-06) request for PIN 64-14-19-351-022, to amend the current zoning from MUD Mixed Use District zoning to M-1 Light Manufacturing District.
- 9. Resolution requesting that the Pontiac City Council approve the Planning Commission's recommendation for the Zoning Map Amendment (ZMA 18-03) request for 245 S. Paddock Street, also known as PIN 64-14-33-136-001, to amend the current zoning from R-2 Two Family and Terrance Dwelling District zoning to R-3 Multiple Family Dwelling District.
- 10. Resolution requesting that the Pontiac City Council endorse and support both Senate Bill 469 and House Bill 5178 and calls upon the Michigan Legislature to pass this important legislation and Governor Snyder to sign it, in order to stimulate appropriate development and redevelopment and protect the historic character and quality of life of our communities; and that a copy of this Resolution be forwarded to the Michigan Historic Preservation Network.

Adjournment

Official Proceedings Pontiac City Council 30th Session of the Tenth Council

A Special Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Friday, June 8, 2018 at 2:00 p.m. by President Kermit Williams.

Call to Order at 2:02 p.m.

Roll Call

Members Present: Carter, Miller, Pietila, Waterman and Williams.

Members Absent: Taylor-Burks and Woodward.

Mayor Waterman was present. Clerk announced a quorum.

Councilwoman Doris Taylor-Burks arrived at 2:03 p.m.

18-206 **Excuse Councilperson Don Woodward for personal reasons.** Moved by Councilperson Waterman and second by Councilperson Carter.

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

No: None

Motion Carried.

18-207 Amendment to the agenda to include resolution for a Lease Agreement (with purchase option) for 825 Golf Drive for the City's Youth Recreation Program. Moved by Councilperson Waterman and second by Councilperson Miller.

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

No: None

Motion Carried.

18-208 Approval of the Agenda with a motion to include resolution to commit Fund Balance of the General Fund in the amount of \$3.2 million for the purpose of the purchase of a Youth Recreation Center. Moved by Councilperson Waterman and second by Councilperson Carter.

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

No: None

Motion Carried.

Three individuals addressed the body during public comment.

18-209 Resolution to approve a Lease Agreement (with purchase option) for 825 Golf Drive for the City's Youth Recreation Program. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, the Mayor and Staff have been negotiating the lease at 825 Golf Drive for the exclusive purpose of Youth Recreation.

Now, Therefore, the City Council authorizes the Mayor and designated staff to complete negotiations and execute the lease with option to purchase, with a base rate not to exceed \$25,000 per month, for the property known as 825 Golf Drive, Pontiac, MI for the purpose of operating a Youth Recreation Center.

Ayes: Waterman, Williams, Miller and Taylor-Burks

No: Carter and Pietila **Resolution Passed.**

18-210 Resolution to commit Fund Balance of the General Fund in the amount of \$3.2 million for the purpose of the purchase of a Youth Recreation Center. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, the Mayor and City Council desire to re-establish the City of Pontiac youth Recreation Program; and,

Whereas, the purchase of a Youth Recreation Center will further this goal,

Now, Therefore, Be It Resolved, that the City Council direct the Finance Office to commit fund balance in the amount of \$3.2 Million for the purpose of the purchase of a Youth Recreation Center.

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

No: None

Resolution Passed.

Council President calls for a recess at 2:49 p.m. Back in session at 2:51 p.m.

18-211 Adoption of the General Appropriations Act: FY 2018-2019 Proposed Budget. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, in accordance with Article VI, Section 2-535 of the City's Ordinances entitled Budget Adoption, a public hearing was held on June 5, 2018 regarding the proposed budget and tax rate; and, Whereas, the City Council shall not amend the proposed appropriations ordinance or tax rate until after the public hearing; and,

Whereas, by June 9, 2018 and no less than six days after the notice of public hearing shall adopt an appropriations ordinance, tax rate, and user fees.

Now, Therefore, in accordance with the General Appropriations Act, the City Council of the City of Pontiac approves the FY 2018-2019 Proposed Budget as amended.

BUDGET ORDINANCE #2354

Public Safety Subcommittee minutes and reports for the June 2018 meeting are enclosed. As always in you have questions, all three department heads invite you to contact them.

Present for this meeting was Council ProTem, Councilwoman Mary Pietila, From Star EMS Director Brian Long, Coordinator Chris Haney, and CEO Bill Grubb

As the graduation of the inaugural graduation of the Star EMT was occurring on the same day as the Subcommittee meeting, it was decided by all subcommittee members; we would meet at the PLAT and attend the ceremony. Of the 18 who took the final exam on Tuesday, nine Graduated on Friday.

Further conversation from Director Brian Long: Thursday May 31, 2018, seven car seats given out. The RSVP program is being received well and has grown in the last year to 30 patients participating. The monthly Star dispatch report is attached.

Waterford Regional Fire Department report is enclosed. Fire Chief's made the trip to Ohio on Friday to check on the production of the Quint and Ladder Trucks that are in the production stage at this time. There are ongoing inspections of the Tire storage at the local retail businesses.

OCSD, all Major incidents are reported on the major incident emails. Another unfortunate incident occurred on Thursday June 7th with the finding of a body in Osmun Lake, bringing the homicide count to 11, and arrests in all but 2, the latest on Thursday, and the one at NHF in January. But again, and still when no one will talk, one is unable to gather the evidence to make the arrest.

Credit is to be given to the young men who reported to their mother/aunt of the suspicious markings on the pier resulting in her calling the OCSD and reporting it, leading to the investigation and recovery.

The graduation Ceremony went very nicely, Mr. Grubb from Star paying the costs of educational materials for those who graduated.

A Group from all 3 departments, as well as Council ProTem Carter and Councilwoman Pietila attended Mayor's address on Monday June 4, 2018.

The meeting began at 10:00 a.m. and concluded at the end of the Graduation ceremony at 12:30 p.m.

Minutes prepared by Councilwoman Pietila

Budget Ordinance

Ordinance No. XXXX

An Ordinance to appropriate the sums of money necessary to meet the expenditures set forth in the budget recommended for the operation of the City of Pontiac, Michigan; to defray the debts, expenditures, and liabilities of said City for the fiscal year beginning the first day of July, 2018; to adopt the fee schedule for public records and services for the fiscal year 2018/19.

Whereas, the proposed General Appropriations Act is required to be effective July 1, 2018 so the City of leading operate.

The City of Pontiac Ordains:

Section 1. Title.

This ordinance shall be known as the City of Pontiac 2018-2019 General Appropriations Act.

Section 2. Public Hearing on the Budget.

Section 2. Public Hearing on the Budget.

Pursuant to MCLA 141.412 and .413, notice of a public hearing on the proposed budget was published in The Oakland Press, a newspaper of general circulation on Thursday May 31, 2018 and a public hearing on the proposed budget was held on Tuesday June 5, 2018.

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

The City Council for the City of Pontiac shall authorize the following millages to be levied and collected on the general property tax of all real and personal property within the City upon the current tax roll an allocated millage of 11.2691 operating; 1.4994 youth center; 1.4085 capital improvement; 2.8171 sanitation; 0.4998 senior services. The City Treasurer is hereby authorized to impose a one percent (1%) property tax administration fee for all property taxes due, And a late penalty charge when applicable, in conformance with Section 44 of Public Act 206 of 1893.

Section 4. Adoption of budget by Function.

The City Council of the City of Pontiac received a three-year budget for 2018-19, 2019-20 and 2020-21 fiscal years. The City Council of the City of Pontiac adopts the 2018-2019 fiscal year budgets for the various funds by function. City officials responsible for the expenditures authorized in the budget may expend City funds up to, but not to exceed, the total appropriation authorized for each function.

Section 5. Payment of Bills.

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

<u>Section 6: Budgeted Revenues and Expenditures</u>--Estimated total revenues and expenditures, including transfers in and out and other sources, for the various funds of the City of Pontiac beginning July 1, 2018 are \$65,514,113 in revenues and \$77,687,572 in expenditures.

Section 7. Specific Appropriations.

There are no specific appropriations contained in the budget.

Section 8. Periodic Financial Reports.

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

Section 9. Budget Monitoring and Amending.

Whenever it appears to the Finance Director that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures will exceed an appropriation upon which appropriations from such fund were based, the Finance Director shall present to the Mayor recommendations to prevent expenditures from exceeding available revenues or appropriations for the fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues or both. The Finance Director is hereby authorized to amend accounts within functions in a fund and among functions in a fund during the fiscal year provided that such amendments do not change the total revenues or total expenditures for the fund as approved by the City Council, including transfers in and out. If the total revenues or the total expenditures, including transfers in and out and other sources and uses within a single fund must be changed, then the Mayor and Finance Director shall present such amendment to the City Council for approval.

Section 10. Severability.

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

Section 11. Repealer.

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

Section 12. Publication.

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

Section 13. Emergency Declaration and Effective Date.

This Ordinance is declared an emergency to allow the City to legally spend money after July 1, 2018 and shall be effective immediately upon adoption.

With revenue and expenditures categorized by function as herein provided:

Fund				
Number	<u>Fund</u>		Revenues	Expenditures
101	General	\$	35,908,654	\$ 35,908,649
202	Major Streets	\$	5,015,653	\$ 7,838,560
203	Local Streets	\$	1,544,353	\$ 2,855,411
208	Youth Recreation Millage	\$	960,642	\$ 958,062
209	Cemetery Care Fund	\$	250,000	\$ 246,659
212	Senior Activities Millage	\$	326,257	\$ 423,522
213	Chapter 20 Drains Debt Service	\$	-	\$ 4,942
226	Sanitaton Fund	\$. 3,462,391	\$ 4,401,286
231	Cable Fund	\$	181,731	\$ 135,975
239	TIFA District 2	\$	380,119	\$ 647,948
240	TIFA District 3	\$	1,962,644	\$ 2,587,993
243	Brownfield Redeveloping Auth	\$	37,057	\$ 290,821
249	Building Department	\$	2,116,407	\$ 1,987,060
252	CDBG FY2012 Fund	\$	-	\$ 30,335
263	Home Buyers Assistance Fund	- \$		\$ -
265	Drug Enforcement	\$	52,681	\$ 54,575
276	District Court	\$	4,197,664	\$ 4,183,343
280	Public Act 48	\$	225,000	\$ 225,000
445	Capital Improvement	\$	933,591	\$ 1,709,601
585	Parking	\$	23,873	\$ 760,029
659	Insurance	\$	7,617,185	\$ 11,829,093
677	Self-Insurance Wk Comp	\$	318,211	\$ 608,708

General Fund - 101	
ESTIMATED REVENUES	
Property Taxes	7,912,643
Income Taxes	13,450,000
Licenses and Permits	195,000
Federal Grants	115,000
State Grants	9,962,707
Charges for Services	1,115,600
Fines and Forfeits	108,000
Interest and Rents	376,000
Other Revenue	2,433,704
Transfers In and Other Uses	240,000
TOTAL ESTIMATED REVENUES	35,908,654
APPROPRIATIONS	
General Government	5,369,226
Public Safety	20,004,501
Public Works	2,584,892
Health and Welfare	150,000
Community and Economic Development	2,555,850
Recreation and Culture	676,963
Other Functions	2,452,662
Transfers Out and Other Uses	2,114,555
TOTAL APPROPRIATIONS	35,908,649
General Fund	
NET OF REVENUES/APPROPRIATIONS	5
Estimated Beginning Fund Balance	15,142,436
Estimated Ending Fund Balance	15,142,441

Major Street Fund - 202	
ESTIMATED REVENUES	
State Grants	4,995,130
Interest and Rents	20,523
TOTAL ESTIMATED REVENUES	5,015,653
APPROPRIATIONS .	
Public Works	7,838,560
TOTAL APPROPRIATIONS	7,838,560
Major Street Fund	
NET OF REVENUES/APPROPRIATIONS	(2,822,907)
Estimated Beginning Fund Balance	4,230,212
Estimated Ending Fund Balance	1,407,305

Local Street Fund - 203	
ESTIMATED REVENUES	
State Grants	1,522,860
Interest and Rents	21,493
TOTAL ESTIMATED REVENUES	1,544,353
APPROPRIATIONS	
Public Works	2,855,411
TOTAL APPROPRIATIONS	2,855,411
Local Street Fund	
NET OF REVENUES/APPROPRIATIONS	(1,311,058)
Estimated Beginning Fund Balance	3,290,253
Estimated Ending Fund Balance	1,979,195

Youth Recreation Millage Fund - 208	
ESTIMATED REVENUES	
Property Taxes	960,642
TOTAL ESTIMATED REVENUES	960,642
APPROPRIATIONS	
Recreation and Culture	958,062
TOTAL APPROPRIATIONS	958,062
Recreation Millage Fund	
NET OF REVENUES/APPROPRIATIONS	2,580
Estimated Beginning Fund Balance	16,939
Estimated Ending Fund Balance	19,519

Cemetery Care Fund - 209	
ESTIMATED REVENUES	
Charges for Services	10,000
Transfers In and Other Uses	240,000
TOTAL ESTIMATED REVENUES	250,000
APPROPRIATIONS	
General Government	246,659
TOTAL APPROPRIATIONS	246,659
Cemetery Care Fund	
NET OF REVENUES/APPROPRIATIONS	3,341
Estimated Beginning Fund Balance	26,826
Estimated Ending Fund Balance	30,167

Senior Activities - 212	
ESTIMATED REVENUES	
Property Taxes	306,860
Interest and Rents	19,397
TOTAL ESTIMATED REVENUES	326,257
APPROPRIATIONS	
Recreation and Culture	423,522
TOTAL APPROPRIATIONS	423,522
Senior Activities	
NET OF REVENUES/APPROPRIATIONS	(97,265)
Estimated Beginning Fund Balance	589,722
Estimated Ending Fund Balance	492,457

Chapter 20 Drain Fund - 213	
ESTIMATED REVENUES	
TOTAL ESTIMATED REVENUES	-
APPROPRIATIONS	
Public Works	4,942
TOTAL APPROPRIATIONS	4,942
Chapter 20 Drain Fund	
NET OF REVENUES/APPROPRIATIONS	. (4,942)
Estimated Beginning Fund Balance	4,942
Estimated Ending Fund Balance	-

Sanitation Fund - 226	
ESTIMATED REVENUES	
Property Taxes	1,761,539
Charges for Services	1,675,000
Interest and Rents	25,852
TOTAL ESTIMATED REVENUES	3,462,391
APPROPRIATIONS	
Public Works .	4,401,286
TOTAL APPROPRIATIONS	4,401,286
Sanitation Fund	
NET OF REVENUES/APPROPRIATIONS	(938,895)
Estimated Beginning Fund Balance	5,438,144
Estimated Ending Fund Balance	4,499,249

Cable Revenue - 231	- 2
ESTIMATED REVENUES	
Charges for Services	175,100
Interest and Rents	6,631
TOTAL ESTIMATED REVENUES	181,731
APPROPRIATIONS	
General Government	135,975
TOTAL APPROPRIATIONS	135,975
Cable Revenue	
NET OF REVENUES/APPROPRIATIONS	45,756
Estimated Beginning Fund Balance	430,558
Estimated Ending Fund Balance	476,314

Tax Increment Finance Authority District 2 - 239	
ESTIMATED REVENUES	
Property Taxes	62,290
Charges for Services	50,000
Contribution from Primary Government	267,829
TOTAL ESTIMATED REVENUES	380,119
APPROPRIATIONS	
Debt Service & Financial Guarantee	647,948
TOTAL APPROPRIATIONS	647,948
Tax Increment Finance Authority District 2	
NET OF REVENUES/APPROPRIATIONS	(267,829)
Estimated Beginning Fund Balance	(2,461,792)
Estimated Ending Fund Balance	(2,729,621)

Tax Increment Finance Authority District 3 - 240	
ESTIMATED REVENUES	
Property Taxes	1,337,295
Contribution from Primary Government	625,349
TOTAL ESTIMATED REVENUES	1,962,644
APPROPRIATIONS	
Debt Service & Financial Guarantee	2,587,993
TOTAL APPROPRIATIONS	2,587,993
Tax Increment Finance Authority District 3	
NET OF REVENUES/APPROPRIATIONS	(625,349)
Estimated Beginning Fund Balance	(1,520,148)
Estimated Ending Fund Balance	(2,145,497)

Brownfield Redevelopment Authority - 243				
ESTIMATED REVENUES				
Property Taxes	37,057			
TOTAL ESTIMATED REVENUES	37,057			
APPROPRIATIONS				
Community and Economic Development	290,821			
TOTAL APPROPRIATIONS	290,821			
Brownfield Redevelopment Authority				
NET OF REVENUES/APPROPRIATIONS	(253,764)			
Estimated Beginning Fund Balance	259,193			
Estimated Ending Fund Balance	5,429			

Building Department Fund - 249			
ESTIMATED REVENUES			
Licenses and Permits	2,051,372		
Charges for Services	63,800		
Interest and Rents	1,235		
TOTAL ESTIMATED REVENUES	2,116,407		
APPROPRIATIONS			
Public Safety	1,987,060		
TOTAL APPROPRIATIONS	1,987,060		
Building Department Fund			
NET OF REVENUES/APPROPRIATIONS	129,347		
Estimated Beginning Fund Balance	147,828		
Estimated Ending Fund Balance	277,175		

CDBG FY2012 Fund - 252	
ESTIMATED REVENUES	
TOTAL ESTIMATED REVENUES	-
APPROPRIATIONS	
Community Development	30,335
TOTAL APPROPRIATIONS	30,335
CDBG FY2012 Fund	
NET OF REVENUES/APPROPRIATIONS	(30,335)
Estimated Beginning Fund Balance	30,335
Estimated Ending Fund Balance	-

Home Buyers Assistance Fund - 263	
ESTIMATED REVENUES	-
TOTAL ESTIMATED REVENUES	-
APPROPRIATIONS	
Community Development	-
TOTAL APPROPRIATIONS	-
·	
Home Buyers Assistance Fund	
NET OF REVENUES/APPROPRIATIONS	-
Estimated Beginning Fund Balance	-
Estimated Ending Fund Balance	-

Drug Enforcement Fund - 265	
ESTIMATED REVENUES	
Fines and Forfeits	52,000
Interest and Rents	681
TOTAL ESTIMATED REVENUES	52,681
APPROPRIATIONS	
Public Safety	54,575
TOTAL APPROPRIATIONS	54,575
Drug Enforcement Fund	
NET OF REVENUES/APPROPRIATIONS	(1,894)
Estimated Beginning Fund Balance	219,074
Estimated Ending Fund Balance	217,180

District Court - 276				
ESTIMATED REVENUES				
Charges for Services	673,795			
State Grants	187,639			
Other Revenue	876,540			
Fines and Forfeits	1,083,635			
Interest and Rents	1,500			
Transfers In and Other Uses	1,374,555			
TOTAL ESTIMATED REVENUES	4,197,664			
APPROPRIATIONS	•			
General Government	4,168,343			
Transfers Out and Other Uses	15,000			
TOTAL APPROPRIATIONS	4,183,343			
District Court				
NET OF REVENUES/APPROPRIATIONS	14,321			
Estimated Beginning Fund Balance	13,325			
Estimated Ending Fund Balance	27,646			

PA 48 - Telecommunications Fund - 280	
ESTIMATED REVENUES	
State Grants	225,000
TOTAL ESTIMATED REVENUES	225,000
APPROPRIATIONS	
Transfers Out and Other Uses	225,000
TOTAL APPROPRIATIONS	225,000
PA 48 - Telecommunications Fund	
NET OF REVENUES/APPROPRIATIONS	-
Estimated Beginning Fund Balance	28,960
Estimated Ending Fund Balance	28,960

Capital Improvement Fund - 445				
ESTIMATED REVENUES				
Property Taxes	908,036			
Other Revenue	5,000			
Interest and Rents	20,555			
TOTAL ESTIMATED REVENUES	933,591			
APPROPRIATIONS				
General Government	721,333			
Public Safety	178,000			
Public Works	720,132			
Community and Economic Development	90,136			
TOTAL APPROPRIATIONS	1,709,601			
Capital Improvement Fund				
NET OF REVENUES/APPROPRIATIONS (776,010)				
Estimated Beginning Fund Balance	1,270,436			
Estimated Ending Fund Balance 4				

Parking Fund - 585	
ESTIMATED REVENUES	
Property Taxes	(1,000)
Interest and Rents	24,873
TOTAL ESTIMATED REVENUES	23,873
APPROPRIATIONS	
Public Works	68,253
Recreation and Culture	691,776
TOTAL APPROPRIATIONS	760,029
Parking Fund	
NET OF REVENUES/APPROPRIATIONS	(736,156)
Estimated Beginning Net Position	13,947,648
Estimated Ending Net Position	13,211,492

Insurance Fund - 659				
ESTIMATED REVENUES				
Charges for Services	7,117,185			
Transfers In and Other Uses	500,000			
TOTAL ESTIMATED REVENUES	7,617,185			
APPROPRIATIONS				
General Government	48,908			
Other Functions	11,780,185			
TOTAL APPROPRIATIONS	11,829,093			
Insurance Fund				
NET OF REVENUES/APPROPRIATIONS	(4,211,908)			
Estimated Beginning Fund Balance	4,528,140			
Estimated Ending Fund Balance	316,232			

Workers' Compensation Fund - 677				
ESTIMATED REVENUES				
Charges for Services	305,598			
Interest and Rents	12,613			
TOTAL ESTIMATED REVENUES	318,211			
APPROPRIATIONS				
Other Functions	608,708			
TOTAL APPROPRIATIONS	608,708			
Workers' Compensation Fund				
NET OF REVENUES/APPROPRIATIONS	(290,497)			
Estimated Beginning Fund Balance	851,766			
Estimated Ending Fund Balance	561,269			

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

No: None

Ordinance Passed.

President Kermit Williams adjourned the meeting at 2:55 p.m.

SHEILA R. GRANDISON ACTING CITY CLERK

Official Proceedings Pontiac City Council 31st Session of the Tenth Council

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, June 12, 2018 at 6:02 p.m. by President Pro-tem Randy Carter.

Call to Order at 6:02 p.m.

Invocation – Evangelist Veronica Taylor

Pledge of Allegiance

Roll Call

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

Members Absent: Williams. Mayor Waterman was present. Clerk announced a quorum.

18-212 **Excuse Councilperson Kermit Williams for personal reasons.** Moved by Councilperson Woodward and second by Councilperson Waterman.

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

No: None

Motion Carried.

18-213 Approval of the agenda with an amendment to remove item #3 (resolution to change Annette Wesley title to director of elections) from the agenda but not indefinitely. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Council President Kermit Williams arrived at 6:04 p.m. President Pro-Tem Carter turned the meeting over to the President.

18-214 **Journal of June 5, 2018.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

Motion Carried.

18-215 **Journal of June 6, 2018 Special Meeting.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

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

Motion Carried.

Special Presentation – President Williams introduced monthly recognition for citizens and employees.

Recognition of Elected Officials – Abdul El-Sayed Candidate for Governor

18-216 **Resolution for Lamba Rho Zeta Chapter of Zeta Phi Beta Sorority, Inc.** Moved by Councilperson Woodward and second by Councilperson Waterman.

WHEREAS, It is the sense of this legislative body to pay proper tribute to an organization of remarkable character that has been dedicated to creating a legacy of success and that empowers the community; and,

WHEREAS, Zeta Phi Beta Sorority, Incorporated was organized at Howard University on January 16, 1920, by five Founders, Arizona Cleaver, Viola Tyler, Myrtle Tyler, Pear Neal and Fannie Pettie, who were encouraged by Charles Taylor and Langston Taylor, members of Phi Beta Sigma fraternity, to establish a sister organization that would later become, the only Greek-letter sister and brother organization sharing a joint constitution; and,

WHEREAS, Zeta Phi Beta Sorority, Incorporated was the first to charter a chapter in Africa in 1948, to form an adult auxiliary group, the Amicae (Friends of Zeta) and to form youth auxiliary groups-the Amicettes, Archonettes and Pearlettes; and,

WHEREAS, Zeta Phi Beta Sorority Incorporated's objectives of Finer Womanhood, Sisterly Love, Scholarship and Service have brought women from all parts of the country together who share similar tastes, aspirations and a desire for a concerted action to bring results in removing impediments to the growth and progress of all humankind; and,

WHEREAS, Lambda Rho Zeta Chapter of Zeta Phi Beta Sorority, Incorporated was subsequently organized and chartered on November 19, 1982 through the leadership and unwavering efforts of five Zeta members of Pontiac, Michigan, Willie B. Aldridge, Dorothy F. King, Edna Metoyer, Yvonne M. Robinson and Brenda M. Street: and.

WHEREAS, Lamda Rho Zeta Chapter of Zeta Phi Beta Sorority, Incorporated officially joined the other graduate chapters of Michigan on January 22, 1983 at their chartering ceremony during the Michigan State Organization Founder's Day celebration; and,

WHEREAS, Lamda Rho Zeta Chapter of Zeta Phi Beta Sorority, Incorporated has continued to grow and impact the community through its community service efforts; as the Chapter created the Stork's Nest, which is part of a National Project designed to assist in providing indigent mothers with children's clothes and health information; and,

WHEREAS, Lamda Rho Zeta Chapter of Zeta Phi Beta Sorority, Incorporated has received countless awards, including, First Place Awards at the State, Regional and National level for their participation in Z-HOPE (Zeta Helping Other People Excel) Projects, has participated in Health Initiative Workshops, and has championed many community service projects, which include, providing schools supplies and book bags to local elementary students and supplying hygiene kits to shelters, just to name a few: and,

WHEREAS, The Pearls of Hope Foundation, Incorporated was organized in 2010, was granted 501 c3 status in 2011 and is the catalyst in increasing efforts to seek funding for scholarships and other initiatives.

NOW, THEREFORE BE IT RESOLVED, that the members of the Pontiac City Council on behalf of the citizens of Pontiac, humbly and graciously honor the Lamda Rho Zeta Chapter of Zeta Phi Beta Sorority, Incorporated, for their service and commitment to enriching the lives of the people in the community.

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

Resolution Passed.

18-217 **Resolution for family of the Year Mr. and Mrs. Lyons.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

WHEREAS, It is the sense of this legislative body to honor an outstanding couple of remarkable character, who are inspirational and who empower the community; and,

WHEREAS, Zeta Phi Beta Sorority, Inc., Lambda Rho Zeta Chapter, in partnership with the Pearls of Hope Foundation celebrates the 35th Annual Finer Womanhood Scholarship Luncheon; and,

WHEREAS, this year, recognition is bestowed upon "Family of the Year," Mr. and Mrs. Lyons; and,

WHEREAS, Mr. and Mrs. Lyons are the proud parents of seven children; and,

WHEREAS, Mr. and Mrs. Lyons after completing a successful journey of raising their seven children, discovered that their "parenting journey" was not over, but instead, was just the beginning of something special; and,

WHEREAS, Mr. and Mrs. Lyons recognized the desires of foster children, to love and be loved, to have stability, a safe home and parents they can trust; and,

WHEREAS, Mr. and Mrs. Lyons' innate awareness of their exceptional qualities of compassion, love, understanding, dedication and commitment, compelled them to become foster parents and to ultimately adopt their first foster child, Jada; and,

WHEREAS, Mr. and Mrs. Lyons are truly exceptional "parents" and were recognized in April, 2017 by Commissioners Taub, Quarles and the Honorable Judge Joan Young at the Oakland County Board of Commissioners and were honored as "Oakland County Foster Parent of the Year," by the non-profit organization, CARE House in 2017; and,

WHEREAS, Mr. and Mrs. Lyons serve as an example others, to parent a child does not require the same DNA; to be a foster parent gives hope, provides for a better tomorrow and creates endless possibilities.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council, and members of this great community, honor and salute Zeta Phi Beta Sorority, Inc.'s, 2018 "Family of the Year," Mr. and Mrs. Lyons. Congratulations.

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

Resolution Passed.

18-218 **Resolution for Woman of the Year Dr. Anissa Rochelle Mattison.** 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 great character and whose lives have been dedicated to uplifting, inspiring and empowering the community; and

WHEREAS, Zeta Phi Beta Sorority, Inc., Lambda Rho Zeta Chapter, in partnership with the Pearls of Hope Foundation celebrates the 35th Annual Finer Womanhood Scholarship Luncheon; and,

WHEREAS, this year, recognition is bestowed upon "Woman of the Year," Dr. Anissa Rochelle Mattison; and,

WHEREAS, Dr. Anissa Rochelle Mattison received her Bachelor of Science degree in Biology from Dillard University in New Orleans, LA., completed her medical degree at Michigan State University

College of Osteopathic Medicine and interned at Garden Hospital before joining St. Joseph Mercy for her residency which she completed in 2005; and,

WHEREAS, Dr. Anissa Rochelle Mattison has distinguished herself in her profession by here sincere dedication and substantial contribution to the welfare of this community, as she is a board-certified Obstetrics & Gynecology physician who practices medicine in Pontiac at St. Joseph Mercy Hospital; and,

WHEREAS, Dr. Anissa Rochelle Mattison is currently the program director for the Obstetrics & Gynecology Residency Program and serves on the Accreditation Council for Graduate Medical Education; and,

WHEREAS, Dr. Anissa Rochelle Mattison recognizes that the love of family is one of life's greatest blessings and therefore, enjoys spending time with her husband Warren and their three children; and,

WHEREAS, Dr. Anissa Rochelle Mattison has been actively involved in assisting Lambda Rho Zeta in establishing the Storks Nest and continues to be an intricate volunteer.

THEREFORE BE IT RESOLVED, that the members of the Pontiac City Council and members of this great community honor and salute Zeta Phi Beta Sorority, Inc.'s, 2018 "Woman of the Year," Dr. Anissa Rochelle Mattison, for her exemplary contributions of leadership, selflessness and commitment to our community

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

Resolution Passed.

18-219 Resolution to authorize the Mayor to sign contract with Great Lakes Contracting for the resurfacing of hill Street. Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, The City of Pontiac has advertised and received responses to a request for proposal for the Hill Street Resurfacing Project on May 24, 2018 and publically opened bids, and;

WHEREAS, A bid tabulation was prepared and reviewed, and;

WHEREAS, the City identified the low bidder as Great Lakes Contracting.

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council authorized the Mayor to enter into a contract with Great Lakes Contracting for \$554,325.80 for the Hill Street Resurfacing Project.

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

Resolution Passed.

18-220 Resolution to authorize the Mayor to sign contract with Great Lakes Contracting for the 2018 Roadway Maintenance Program. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

WHEREAS, the City of Pontiac has advertised and received one response to a request for proposal for the 2018 Roadway Maintenance Program on May 24, 2018 and publically opened bids, and;

WHEREAS, a bid tabulation was prepared and reviewed and compared with MDOT Average Unit Prices for our region, and;

WHEREAS, the City identified the low bidder as Great Lakes Contracting.

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council authorized the Mayor to enter into a contract with Great Lakes Contracting for the 2018 Roadway Maintenance Program.

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

Resolution Passed.

18-221 Resolution to authorize Mayor and/or Deputy Mayor to enter into a contract with PCM Sales, Inc. for Information Technology Services in the yearly amount of \$309,000.00 for a three-year extension (July 1, 2018 to June 30, 2021) with an option for a two-year extension. Moved by Councilperson Woodward and second by Councilperson Pietila.

WHEREAS, the City of Pontiac negotiated a contract extension for Information Technology Services; and.

WHEREAS, an addendum was prepared by PCM Sales, Inc. and reviewed by the Purchasing Agent of the City, and;

WHEREAS, the extension of this service contract from July 1, 2018 to June 30, 2021 with the option to extend for two more years to June 30, 2023 is being recommended for the signing, and;

WHEREAS, the contract will remain with PCM Sales, Inc. The annual fee per fiscal year is \$309,000.00 for all work performed, by the contractor, under this agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council authorize the Mayor or Deputy Mayor to enter into a contract with; PCM Sales, Inc. for Information Technology in the yearly amount of \$309,000.00 for a three-year extension (July 1, 2018 to June 30, 2021) with an option for a two-year extension.

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

Resolution Passed.

18-222 Resolution to authorize the Mayor and/or Deputy to enter into a contract with Nichol's Heating and Cooling, Inc. for HVAC Replacement at the Robert Bowen Senior Center in the amount of \$21,250 as budgeted under FY 2016 CBDG funds. Moved by Councilperson Pietila and second by Councilperson Waterman.

WHEREAS, the City of Pontiac advertised and received responses to a request for bids for HVAC Replacement of Robert Bowen Senior Center on May 14, 2018 and publically opened bids; and, WHEREAS, a bid tabulation was prepared and reviewed by the Purchasing Agent of the City, and, WHEREAS, the most responsible and qualified bidder is being recommended for the contract; and, WHEREAS, the contract will be granted to Nichol's Heating and Cooling, Inc. The amount of \$21,250.00 is the total bid for all work performed, by the contractor, under this agreement and will be funded by CDBG dollars;

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor or Deputy to enter into a contract with; Nichol's Heating and Cooling, Inc. for HVAC Replacement for Robert Bowen Senior Center in the amount of \$21,250.00 as budgeted with CDBG funds.

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

Resolution Passed.

18-223 **Defer for one week the resolution to approve Neighborhood Empowerment Projects (NEP) over 10,000, at a total cost of \$113,228.00.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Williams, Woodward and Miller

No: Carter and Pietila Abstain: Waterman **Motion Carried.**

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

Councilwoman Patrice Waterman left meeting at 7:40 p.m.

Honorable Mayor Waterman reported.

City Attorney, Acting Clerk Sheila Grandison, Councilwoman Gloria Miller, Councilman Don Woodward, Councilwoman Mary Pietila, Councilwoman Doris Taylor-Burks, President Pro-Tem Randy Carter and President Kermit Williams made closing comments.

President Kermit Williams adjourned the meeting at 8:03 p.m.

SHEILA R. GRANDISON ACTING CITY CLERK



WATERFORD REGIONAL FIRE DEPARTMENT

2495 Crescent Lake Road • Waterford, MI 48329 Phone: 248.673.0405 • Fax: 248.674.4095

www.waterfordmi.gov

John H. Lyman, Fire Chief • Matthew J. Covey, Deputy Fire Chief • Carl J. Wallace, Fire Marshal

MONTHLY FIRE DEPARTMENT REPORT

For the City of Pontiac

May 2018

Total calls - month: 445 Fires: 21 EMS: 229 Other: 195

Total calls - YTD: 1,882 Fires: 115 EMS: 1,065 Other: 702

Month	n Count	Response Times	YTD Count	Response Times
FS-6	Fires – 4	7.42	31	6.09
	EMS - 54	6.12	216	5.33
FS-7:	Fires – 12	5.42	53	5.39
	EMS - 84	5.08	435	5.11
FS-8:	Fires – 3	3.44	10	4.18
	EMS - 50	5.17	232	5.18
FS-9:	Fires – 2	3.55	21	4.27
	EMS – 41	4.45	182	4.29

Fire Injuries to personnel: 0 Fire Injuries to civilian: 0

Notable events/incidents for month:

New Ambulance arrival at the end of the month.

Equipment being installed and truck graphics scheduled for June.

Concrete for Station #4 contract signed and planned for June.



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DEPARTMENT OF PUBLIC WORKS SUB-COMMITTEE NOTES

June 13, 2018

In attendance:

Council members: Chairperson Doris Taylor- Burks, Don Woodward and Kermit Williams

Mayor: Deirdre Waterman

Deputy Mayor: Jane Bais-Disessa DPW Director: John Balint

Start time: 4:00 p.m.

AGENDA

I. Road Projects

A. Orchard Lake

• The project should be complete by the middle of next week and the contractor did a great job.

B. Josylyn Road

- Is a large job and should be completed by the middle of September.
- New LED lights on Joslyn.

C. Hill St.

- The contract should be signed and received from the contractor next week and will start in a couple of weeks. Storm sewers will cause delay.
- Traffic will be re-routed, one-way traffic, South to North.
- The project should be complete before school starts.

II. Yellow Flashing Lights

- The traffic signals that were scheduled to go away, should be gone and the ones that are still there will be re-built.
- There will be a rapid, flashing beacon at GM and nothing over head, only on the sides.
- Perry and Joslyn.
- Nothing at Kennett or Madison.
- Traffic signal optimization is the goal.

III. Parks & Ordinances

A. Oakland Park

- There is a water leak at the park as the play structure was built in 2008 and last year there was a side walk built around the play scape and now there is water leaking North to South and the water has no where to go.
- Developing or designing a solution to put in drains at the end of the structure.

B. Charlie Harrison Park

• There was a request to see if trees need to be cut.

C. Shirley & Willard Park

• The park was trashed last night and needs to be cleaned.

D. Noise & Park Ordinances

• Both ordinances to be reviewed to see if amendments or changes need to be made to allow for enforcement at the parks.

IV. 67 Chippewa Road

- There may be a sewer issue there, it has to be confirmed by WRC.
- •WRC has to replace 100 feet of sanitary sewer, so that could be the issue.

V. Edith St. between Auburn and Elm

- There are four or five major pot holes.
- Also, on Osmun and Edith, there was a demo was done there years ago and a fence line was left and there is now over growth on the fence which may cause an obstruction to a driver's view and a car might just dart out and cause an accident.

VI. Upcoming Issues

• * Nothing from DPW in the next two weeks other than a MDOT resolution and a discussion regarding a WRC rate increase of 3% and no more than \$25 a year.

Adjourned: 5:00 p.m.



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO:

Honorable Council President Waterman, Pro Tem Pietila, and City Council

Members

FROM:

Mayor Deirdre Waterman

DATE:

May 31, 2018

CC:

Jane Bais-DiSessa, Deputy Mayor: John Balint, DPW Director: Deputy

Director for Community Development and Dwayne Lyons, Community

Relations

Subject:

Recommended 2018 Neighborhood Empowerment Projects over \$10,000.

The 2018 Neighborhood Empowerment Project was developed in accordance with the City's "Moving Pontiac Forward" plan, which states: "... grassroots neighborhood planning has been instrumental to reversing the trends of cities facing disinvestment", and through citizen involvement, "if cultivated, offers a strong mechanism for citizen engagement in City planning and decision-making processes, which is at the heart of any recovery effort."

I am pleased to report that the City of Pontiac received thirty-one (31) applications for the 2018 Neighborhood Empowerment projects.

As stipulated in the NEP Application, any project over \$10,000 must adhere to the City's Purchasing Policy. After much review and discussion by members of the Executive Staff assigned to evaluate the 2018 Neighborhood Empowerment Project (NEP) applications, five (5) proposals exceeded the \$10,000 level and are recommended for your consideration.

Attached is a summary table that lists the five proposals recommended. Also, for your information, a copy of their NEP applications are also attached.

Upon approval of these projects by the City Council, the remaining approved NEP projects under the \$10,000 level will be announced.

In closing, I would like to express my appreciation to all NEP applicants for their time and effort in the development of a proposal for the 2018 Neighborhood Empowerment Project.

It is respectfully recommended that the City Council consider the attached resolution.

Let me know if any questions arise.

JBD

Attachments



Whereas, The 2018 Neighborhood Empowerment Program (NEP) was developed in accordance with the City, *Pontiac Moving Forward Plan*, which stresses the inclusion of civic involvement; and

Whereas, applications were made available to community organizations and non-profit organizations, and

Whereas, the City received a total of 31 projects and five (5) are over ten thousand \$10,000 and require City Council approval and,

Whereas, the following projects require city council approval:

- Project 2: Friends of Pontic Park/ Argyle Park (District 1): Installation of a playscape, bench and table at a total cost of \$16,072.00; and
- Project 3: Friends of Pontiac Park/ Beaudette Park (District 1): Upgrade the park by adding three tire swing sets and a climbing structure at a total cost of \$32,111.00, and
- Project 7: Project Pontiac/Mattie McKinney Hatchett Park (District 1): Upgrade the Park by removal of the current play structures and installation of a new play structure at a total cost of \$28.055.00, and
- Project 12: We Care Neighborhood Association/Oakland Park (District 6): Restoration of the basketball court at a total cost of \$23,000.00 and
- Project 13: We Care Neighborhood Association/Charlie Harrison Park (District 6): Restoration of the basketball court at a total cost of \$13,990.00.

NOW THEREFORE BE IT RESOLVED the Pontiac City Council approves the above mentioned projects at total cost of \$113,228.00.

Memorandum

To: Honorable Mayor, Council President and City Council Members

From: Michelle L. McKenzie, Purchasing Agent

Through: Jane Bais-DiSessa, Deputy Mayor

Date: June 14, 2018

Re: 2018 Server and Storage Bid

The City advertised for Server and Storage Bids. The proposals were accepted on June 4, 2018 at 2:00 pm in the office of the City Clerk and publically opened at that time.

The City received six (6) bid proposals. The three (3) responsive, qualified bids for the 2018 Server and Storage were:

Data Strategy, LLC \$ 64,500.00
 UltraLevel \$ 101,201.45
 NetSolutions \$ 283,581.80

Bids were tabulated and checked. The Purchasing Agent and the City of Pontiac IT Department reviewed the bids. Three (3) of the Six (6) did not meet the requirements of the RFP. The City IT Department is an HP Information Technology shop. Meaning most of the Core Infrastructure equipment is HP. It operates that way due to the ease and configurability. Thusly, in our bid, we asked for HP equipment.

Based on the review, the lowest qualified bidder is Data Strategy, LLC. The bid amount is \$ 64,500.00. The City of Pontiac has the necessary funds allocated in the budget.

As such, based upon the above and attached information it is the recommendation of the Purchasing Agent that the City authorizes the Mayor or Deputy Mayor to enter into a contract with the above-mentioned vendor Data Strategy, LLC:

WHEREAS, the City of Pontiac advertised and received responses to a request for bids for Server and Storage equipment on June 4, 2018 and publically opened bids; and,

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

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

WHEREAS, the contract will be granted to Data Strategy, LLC. The amount of \$ 64,500.00 is the total bid for all equipment and work performed, by the contractor, under this agreement and;

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor or Deputy Mayor to enter into a contract with; Data Strategy, LLC for Server and Storage equipment in the amount of \$ 64,500.00 as budgeted.

REFERRAL/RECOMMENDATION FORM

DATE: June 14, 2018
TO: Jane Bais-DiSessa, Deputy Mayor
FROM: Michelle L. McKenzie, Purchasing Agent
THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:
City Council _X_ Bid Approval Budget Approval Cancelled Other
Bid Analysis and Recommendation for
The following bid is attached;
2018 Server and Storage
This copy does not include the equipment specifications or Oakland County forms.
You Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.
RFP: 2018 Server and Storage
REMARKS: After a competitive process and a public bid opening, it is recommended
that Data Strategy be awarded the 2018 Server and Storage bid.
Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.
Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.
Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.
Recommendations for bids over \$10,000.00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature Record."





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Name

DBA Name

License Type

License Nbr

Address

Status

Enforcement Action

There were no records found matching the search criteria



New Search

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5555 CORPORATE EXCHANGE CT SE

Grand Rapids, MI, 49512-5503,

UNITED STATES

Username Password Log In

Forgot Username? Forgot Password? Create an Account

ALERT - June 11, 2018: Entities registering in SAM must submit a <u>notarized letter</u> appointing their authorized Entity Administrator. Read our <u>updated FAQs</u> to learn more about changes to the notarized letter review process and other system improvements coming in June.

<u>Entity</u> Dashboard

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 - › Core Data
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 - Exclusions
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RETURN TO SEARCH

Data Strategy, LLC

DUNS: 965432920 CAGE Code: 66JB2

Status: Expired

Expiration Date: 06/06/2018
Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: Data Strategy, LLC Business Type: Business or Organization Last Updated By: Amy Kensington Registration Status: Expired Activation Date: 06/06/2017 Expired On: 06/06/2018

Exclusion Summary

Active Exclusion Records? No



IBM v1.P.13.20180427-1347 WWW7 Search Records Data Access Check Status About Help Disclaimers Accessibility Privacy Policy

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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY," This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

5555 CORPORATE EXCHANGE CT SE GRAND RAPIDS, MI 49512 (Property Address) Parcel Number: 41-50-18-024-575 **Personal Property Property Owner: DATA STRATEGY Summary information > Assessed Value: \$566,000 | Taxable Value: \$566,000 No Images Found Owner and Taxpayer Information DATA STRATEGY SEE OWNER INFORMATION Owner Taxpayer 5555 CORPORATE EXCHANGE CT SE GRAND RAPIDS, MI 49512 General Information for Tax Year 2018 **Property Class** Commercial Personal Unît 18 CASCADE School District CALEDONIA Assessed Value \$566,000 Taxable Value MAP# No Data to Display \$566,000 **USER NUMBER IDX** \$566,000 State Equalized Value **USER ALPHA 1** Not Available Date of Last Name Change 02/05/2018 **USER ALPHA 3** Not Available Notes Not Available Historical District Census Block Group Not Available Not Available **USER ALPHA 2** Not Available Exemption No Data to Display Principal Residence Exemption Information Homestead Date No Data to Display MBT Commercial June 1st Final 2018 100.0000 % 100.0000 % 2017 100.0000 %

Total Acres

No Data to Display

0.000

thoperty

Land Information

Zoning Code





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Identification, Location & Contacts

This profile was last updated:

Status:

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User ID:

P1361627

06/04/2018

Name of Firm:

Data Strategy, LLC

Trade Name ("Doing Business As ..."): **DUNS Number:**

965432920

Parent DUNS Number:

965432920

Address, line 1:

Address, line 2:

5555 CORPORATE EXCHANGE CT SE

City:

Grand Rapids

State: Zip:

49512-5503

Phone Number: Fax Number:

616-281-5640

E-mail Address:

616-656-2029

dana.jacks@data-strategy.com

WWW Page:

HTTP://WWW.DATA-STRATEGY.COM

E-Commerce Website: Contact Person: County Code (3 digit):

081

Congressional District: Metropolitan Statistical Area:

03 3000 66JB2

CAGE Code: Year Established:

2006

Accepts Government Credit Card?: GSA Advantage Contract(s):

[X] Yes [] No

(Note: Size information is now under "NAICS Codes with Size Determinations by NAICS", below.)

Organization, Ownership & Certifications

Legal Structure:

Ownership and Self-Certifications:

LLC

Current Principals

(none given)

"Business Development Servicing Office" (for certifications)

MICHIGAN DISTRICT OFFICE (SBA office code 0515)

8(a) Certification:

SBA 8(a) Case Number:

SBA 8(a) Entrance Date:

SBA 8(a) Exit Date:

Small Disadvantaged Business Certification:

SDB Entrance Date:

SDB Exit Date:

HUBZone Certification:

HUBZone Certification Date:

HUBZone Certified?:

[] Yes [X] No

8(a) Joint Venture Certification:

Vendor Details

Data Strategy, LLC

5555 Corporate Exchange Ct Grand Rapids, Michigan, 49512 United States

Organization Number

852540

County/Region

Kent County

Registration date

01/29/2018

Phone

616-464-7102

Email

moudendyk@data-strategy.com

- Org
- Working Categories
- Contacts
- Bids
- History
- Downloads
- Notifications

Registration Information

Business Structure

• LLC or LLP

Business Type

• Small

Owner Ethnicity

Caucasian

Number of Employees

251 to 1000

Established Since

2004

W-9

MITN

and maintain your IT department, including a 24x7x365 NOC.

(http://www.data-strategy.com/services/)

FROM OUR NEWS FEED

No Hassle Back Up & Disaster Recovery

Disaster Recovery - what a morbid topicl Planning for a failure! For any of us who've been around long enough, we KNOW we need to have a plan in case things go south. And "south" can mean a lot of things - hacker attack, natural disaster, power outage, or worse. The real trick is identifying...

(http://www.data-strategy.com/2017/10/30/nohassle-back-disaster-recovery/)

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WHAT WE'RE TWEETING

Be sure to stop by our session today at Cisco Live in Orlando! Data Strategy panelists will be covering how they te... https://t.co /SAqmznXuiE

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Lexington: 859,721,1500

Louisville: 502,309.2360

(http://www.data-

Atlanta: 770.392.3448

Cincinnati: 513.792.2716 Columbus: 614.467.8121 Detroit: 248,247,3609 Indianapolis: 317.251.8566

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CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO:

Honorable Mayor, Council President and City Council Members

FROM:

Jane Bais-DiSessa, Deputy Mayor

DATE:

April 6, 2018

Cc:

Anthony Chubb, City Attorney, Jeff Bowdell, Building Official, and Sheila

Grandison, City Clerk

RE:

Agenda Item Request: Amendment of City Ordinance entitled

"Subdivision IV. Demolition" to update, enhance and change title to

"Article VII. Building, Demolition, Implosion, and Moving"

In accordance with Section 3.112 of the City Charter entitled Ordinance Procedure, attached for your consideration is a proposed Ordinance entitled "Article VII. Building, Demolition, Implosion and Moving" to amend the City's current Ordinance entitled "Subdivision IV. Demolition."

Based on the review and discussion with the City Council Community Development Subcommittee and the City's Building Official, Mr. Jeff Bowdell, the City Attorney updated and amended the above referenced ordinance as noted below:

- Updated Ordinance title from "Subdivision IV. Demolition" to "Article VII. Building, Demolition, Implosion and Moving,"
- Re-numbered Sections 22-536 thru 22-556 to 22-851 thru 22-909,
- Amended Section 22-551(b) entitled Safety Fencing, to Section 22-866(b) entitled Safety and Fencing and added the following language (See Bold & Italic print for proposed amendments) to read:

The contractor shall furnish and place a *structurally-sound* safety fence around the site *of area on the site as approved by the City of Pontiac Building Official* of the work *being demolished* adequate to secure the demolition site, including any resulting excavation, and to prevent pedestrian access.

The safety fencing shall be of a type that obscures the site from being viewed from the outside by application of an opaque screening a minimum of six (6) feet in height.

The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing shall remain the property of the contractor.

Contractor's compliance with the requirements of this section shall be determined and approved by the City of Pontiac Building Official.

Memorandum: Agenda Request to Amend City Ordinance "Subdivision IV. Demolition" to "Article VII. Building, Demolition, Implosion and Moving."

June 14, 2018

Page 2 of 3

 Added (See Bold & Italic print for proposed amendment): Division 2 entitled Building Implosion Section 22-870, to read:

Building Implosion Permit and Application and language to read: For the implosion of any building or structure, a site demolition permit must be obtained prior to application for an implosion demolition permit. The implosion permit application shall contain the following: Part I thru Part XV I (See Attached Ordinance for details).

- Added (See Bold & Italic print for proposed amendment): Section 22-871, entitled Additional Conditions and Requirements, to read:

 The City may impose additional reasonable requirements necessary to protect the health, safety, and welfare of the surrounding community based upon the nature, geometry, and location of the implosion demolition.
- Added (See Bold & Italic print for proposed amendment changes): Division 3,
 Section 22-872 entitled: Building Moving, to read:

No person shall move any building or structure from or onto a location within the City without first obtaining a permit from the City of Pontiac Building Official. This permit shall include all terms deemed necessary by the City of Pontiac Building Official to ensure the health, safety and welfare of City and its residents.

This permit may be refused if, in the judgment of the City of Pontiac Building Official, the building or structure is too large to move without causing damage to property, or the building or structure is unsafe or unfit to be moved.

The cost of this permit will be determined by the City of Pontiac Building Official and based upon the City resources necessary to safely effectuate the requested move.

Copies of both the amended and final Ordinances are attached for your information and review.

Also, in accordance with Section 3.112 (b) entitled Ordinance Procedure of the City Charter (Copy Attached):

"Upon introduction, the Clerk shall distribute a copy to each Council member and to the Mayor and shall file a reasonable number of copies in the office of the Clerk and such other public places as the Council may designate, and shall publish a summary of the proposed ordinance in a newspaper of general circulation in the City together with a notice of the time and place for consideration by the Council. Thereafter, the Council may amend and adopt the proposed ordinance without further pre-adoption publication."

Memorandum: Agenda Request to Amend City Ordinance "Subdivision IV. Demolition" to "Article VII. Building, Demolition, Implosion and Moving."
June 14, 2018
Page 3 of 3

The following resolution is recommended:

Whereas, the City Council Community Development Sub-Committee met to review the current City Ordinance entitled "Subdivision IV. Demolition", to ensure that it addressed concerns regarding the fencing of demolished areas, a process to regulate building implosions, and regulations for the safe movement of a building or structure.

Now therefore, the City of Pontiac ordains that City Ordinance entitled "Subdivision IV. Demolition" be amended to "Article VII. Building, Demolition, Implosion and Moving" as recommended.

JBD

Attachments

Subdivision IV Article VII. Building Demolition, Implosion, and Moving4

Division 1. Demolition

22-536-851 Purpose.

It is the intent of these demolition-specifications to ensure that all demolitions within the City of Pontiac are performed in a manner that provides the highest level of public health and safety for its residents and property owners and, further, that the overall welfare of the community as a whole is served. It is also understood that it is in the best interest of the City of Pontiac to require 100 percent removal of all foreign materials from demolition sites and that these materials be removed from the site and properly disposed of in accordance with all local, State, and Federal requirements. It is also understood that all demolition sites be vegetated when completed to avoid the future erosion of soil and to control runoff to adjacent properties.

It is understood that sites and properties may have environmental concerns that would affect the ability to remove 100 percent of the impervious surfaces. In these cases, if an owner wishes to only partially remove the hard surfaces from a site, the owner/applicant, at time of application, must provide the City of Pontiac with, at minimum, the results of ASTM (E1527 and E1903) Phase 1 and Phase 2 environmental assessments which have been filed and disclosed to the Michigan Department of Environmental Quality showing that the property or portion of a property is contaminated as described in PA 451 of 1994, the Natural Resources and Environmental Protection Act.

(Ord. No. 2303, § 1(A), 8-11-13)

22-537-852 Permit application documentation.

All demolition(s) require a permit. The application for permit shall include:

- (1) A complete application form from the City of Pontiac with site plan (signed by the owner of the property).
- (2) Proof of electric service disconnect.
- (3) Proof of gas service disconnect.
- (4) Proof of telephone service disconnect.
- (5) Proof of cable television/Internet disconnect.

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- (6) Proof of soil erosion permit.
- (7) Proof of water service disconnect.
- (8) Proof of sewer service disconnect.
- (9) Proof of right-of-way permit from City of Pontiac and Michigan Department of Transportation, if applicable.
- (10) MDEQ asbestos survey.
- (11) EPA ten-day notice.
- (12) Bonds as required by this article.

(Ord. No. 2303, § 1(B), 8-11-13)

22-538-853 Description of demolition work.

Unless directed otherwise the contractor shall:

- (1) Completely remove and properly dispose of all structures, trash, rubbish, basement walls, floors, foundations, sidewalks, steps, and driveways from the specified parcel.
- (2) Completely remove any fuel tanks, outdoor toilets and septic tanks, cisterns, and meter pits, and plug or abandon wells.
- (3) Completely remove the materials from the demolition site in accordance with Federal, State, and local regulations.
- (4) Completely remove and dispose of appliances and other items that may contain refrigerants in accordance with 40 CFR, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers, and portable or central air conditioners.
- (5) Completely remove and legally dispose of mercury containing materials including fluorescent, high pressure sodium, mercury vapor, and metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.

- (6) Provide disconnect letters from all applicable utilities with application for permit before demolition, and/or obtain utility disconnect permits from the City of Pontiac and allow for inspection of disconnect of any private utilities.
- (7) Perform site clearance, grading, and restoration.
- (8) Complete the demolition work in accordance with the plans and these technical specifications and any special provisions included in the approved demolition permit document.
- (9) Post all bonds determined in accordance with this code.

(Ord. No. 2303, § 1(C), 8-11-13)

22-539-854 Protection of the public and properties.

- (a) Littering Streets.
 - (1) The contractor shall be responsible for removing any demolition debris or mud from any street, alley, or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City of Pontiac in cleaning up any litter or mud shall be charged to the contractor and be deducted from the maintenance and completion bond.
 - (2) Littering of the site shall not be permitted.
 - (3) All waste materials shall be promptly removed from the site.
- (b) Street Closure.
 - (1) If it should become necessary to close any traffic lanes, it shall be the contractor's responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs as required by the City of Pontiac or Michigan Department of Transportation.
 - (2) Street or lane closures shall be coordinated with the City of Pontiac Department of Public Works.
- (c) Protection of the Public by the Contractor.
 - (1) Sidewalks. The contractor shall be responsible for any damage to public sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. The cost of repair or replacement shall be considered incidental to the work and the contractor shall obtain all

permits and pay any fees. Failure to repair the public property after notice will result in the City of Pontiac having the work completed and the cost taken from the maintenance and completion bond.

- (2) Pedestrian Access. The contractor shall be responsible to place and construct the necessary warning signs, barricades, fencing, and temporary pedestrian sidewalks, as directed by the City of Pontiac, and to maintain alternate pedestrian access for sidewalks around the demolition site. The cost of these items shall be considered incidental to the work.
- (3) Temporary Fence. Temporary fence shall be erected around all excavation and dangerous building(s) or structure(s) to prevent access to the public. Such fence shall be at least four feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed.
- (d) Demolition Hours.
 - (1) The contractor shall comply with the City of Pontiac nulsance ordinance as it relates to working hours.
 - (2) The contractor shall comply with all applicable ordinances and restrictions.
- (e) Noise Pollution. All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The contractor shall comply with the noise pollution requirements of the City of Pontiac.
- (f) Dust Control. The contractor shall comply with applicable air pollution control requirements of the City of Pontiac, the County of Oakland, and the State of Michigan. The contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the aforementioned governmental entities or their designated representatives shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:
 - (1) The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land. If using a hydrant for dust control, a permit is required and can be obtained from the Oakland County Water Resources Commission.

- (2) Covering at all times when in motion open bed trucks transporting materials likely to give rise to airborne dusts.
- (g) Requirements for the Reduction of Fire Hazards.
 - (1) Removal of Material. Before demolition of any part of any building, the contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints, thinners, and similar substances.
 - (2) Fire Extinguishing Equipment. The contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.
 - (3) Fires. No fires of any kind shall be permitted in the demolition work area.
 - (4) Hydrants. No material obstructions or debris shall be placed or allowed to accumulate within 15 feet of any fire hydrant. All fire hydrants shall be accessible at all times.
 - (5) Debris. Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.
 - (6) Telephone Service. The contractor shall arrange for access to and use of, during working hours, one or more telephones, land lines or cell phones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies. The contractor's foreman or at least one regular member of each shift shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire producing conditions and to apply appropriate corrective action, particularly at the close of work each working day.
- (h) Protection of Public Utilities. The contractor shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, or other appurtenances in the vicinity of the demolition sites. The contractor shall pay for temporary relocation of utilities which are relocated at the contractor's request for his convenience.
- (i) Protection of Adjacent Property.

- (1) The contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns, or any other property adjacent to the demolition. The contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.
- (2) The contractor shall restore existing agricultural drain tiles or roadway subdrains that are cut or removed to parcels released for demolition whether or not the property is scheduled for, including drainable backfill, to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the City of Pontiac.

(Ord. No. 2303, § 1(D), 8-11-13)

22-540-855 Special conditions and maintenance bonds.

- (a) A special conditions bond shall be placed by the owner of the property when special conditions exist that would require that all or part of the property would not be completely removed as part of the demolition. These conditions shall be part of the approved demolition permit. The City realizes that not all demolitions would require complete demolition of a structure and its appurtenances. A redevelopment soon after demolition could have a site plan approved in advance of the demolition or be speculative. A subsurface contamination issue could cause a site to need to keep all or part of the impervious surfaces(s) for an extended period until remediation could be accomplished. A bond covering 120 percent of the portion of cost of the demolition that would not be completed shall be posted to assure that if the redevelopment does not occur or a site plan is not approved that the City of Pontiac could use the bond to complete the demolition if necessary. If a cash bond is held by the City and later returned, such bond shall be returned without interest.
- (b) A maintenance and guarantee bond shall be placed by the owner of the property for installed seed or sod areas for a period of one year from final inspection and approval to assure that all planting areas have established vegetation both for compliance with the zoning ordinance and State law. If a cash bond is held by the City and later returned, such bond shall be returned without interest. Value shall be determined by the Building Official.

(Ord. No. 2303, § 1(E), 8-11-13)

22-541-856 Maintenance and completion bonds.

(a) A maintenance and completion bond is required before any permit is issued for demolition. This bond is in addition to any bond required for soil erosion. The bond is to assure that all of the requirements found in this

article are adhered to. If the contractor fails to follow this article, the building official may declare an emergency, and after posting the unsafe condition for 24 hours may use the bond money to assure compliance with this article. Demolitions that are contracted by the City of Pontiac are exempt from the bond requirements. After \$25,000.00 in cash has been posted for any demolition bond, the balance can be posted using an insurance surety bond with the understanding that in addition to the emergency measures stated above, the City of Pontiac may also use the cash portion of the bond to pay any necessary legal or administrative expenses associated with gaining compliance with the surety company. Unused bonds shall be returned without interest after final inspection.

- (b) Bonds shall be charged as follows:
 - (1) One- and two-family residential demolitions bond: (per unit) \$500.00;
 - (2) Multifamily residential—commercial—industrial demolition bond: minimum \$5,000.00, and \$0.10 per square foot for each additional square foot up over 5,000 up to 100,000 square feet; \$0.05 per square foot for each additional square foot up over 100,000 to 250,000 square feet; \$0.02 per square foot for each additional square foot over 250,000 up to 999,999 square feet; \$0.01 per square foot for each square foot over 999,999 square feet.

EXAMPLE 250,000 sq ft building demolition bond

Minimum	\$ 5,000.00
.10 x 95,000 =	9,500.00
.05 x 150,000 =	7,500.00
Total Bond Amount	\$22,000,00

(c) Soil erosion, if covered by a separate SESC bond, shall not be a requirement for final inspection.

(Ord. No. 2303, § 1(F), 8-11-13)

22-542-857 Vacating of buildings.

The structures identified in the permit documents shall be vacated before proceeding with demolition. In case the contractor finds that any structure is not vacated, the contractor shall immediately notify the City of Pontiac and shall not begin demolition or site clearance operations on such property until approved and directed by the City of Pontiac.

(Ord. No. 2303, § 1(G), 8-11-13)

22-543-858 Permits, fees and bonds.

The contractor shall obtain all the necessary permits and pay all permit fees and post all bonds that are required by the City of Pontiac in conjunction with the demolition work.

(Ord. No. 2303, § 1(H), 8-11-13)

22-544-859 Demolition schedule.

The contractor shall be responsible for providing the City of Pontiac with a minimum of 24 hours' advance notification prior to beginning the execution of demolition of any structure. The contractor shall be responsible for providing the City of Pontiac with a minimum of 24 hours' advance notification when calling for inspection.

(Ord. No. 2303, § 1(I), 8-11-13)

22-545-860 Salvage of demolition materials.

- (a) The contractor shall be allowed to salvage demolition materials only from property owned by the contractor. The property ownership will be shown in the permit application documents.
- (b) No salvage will be permitted on privately owned property unless authorized by the property owner in writing or as directed by the courts.
- (c) The contractor may salvage demolition materials on City owned properties only if authorized in writing by the City in demolition contract as long as demolition is completed within the completion provisions included in the approved demolition schedule. All buildings, building materials, and equipment resulting from this work shall become the property of the contractor, and shall be removed from the premises at once. Salvaged material shall be removed immediately from the premises, right-of-way, streets, or alleys.

(Ord. No. 2303, § 1(J), 8-11-13)

22-546-861 Demolition and removals.

- (a) Structural Parts of Buildings.
 - (1) No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise, and other nuisance.

- (2) Subject to site restrictions, outside chimneys or outside portions of chimneys shall be raised in advance of general demolition of each building. Any portion of a chimney inside a building shall be razed as soon as it becomes unsupported by reason of removal of other parts of the building.
- (3) Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left freestanding or inadequately braced against all reasonably possible causes of collapse at the end of any working day.
- (b) Basements and Foundation Walls. All basement floors, footings, and foundations shall be completely removed from the site unless specifically stated in the special provisions of the approved demolition permit. The basement area is to be inspected and approved by the City of Pontiac before backfilling is started. The contractor shall ensure that no basement excavation will remain open and exposed for more than 24 hours. The contractor shall contact the City of Pontiac when removal is complete to schedule this basement inspection. Failure to do so may result in reexcavation of the basement area at the contractor's expense.
- (c) Concrete Slabs. The contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances.
- (d) Retaining Walls. Retaining walls or curbs near the perimeter of parcels shall be removed unless otherwise indicated in the approved demolition permit. The contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal: vertical or as directed by the City of Pontiac.
- (e) Partially Buried Objects. All piping, posts, reinforcing bars, anchor bolts, railings, and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.
- (f) Vegetation. The contractor shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, bushes, vegetation, brush, and weeds, whether standing or fallen, unless specifically stated otherwise by the City. The contractor shall protect all trees not removed from damage by the demolition operation. In the event that the contractor damages a tree, the tree shall be repaired or removed by the contractor as directed by the City of Pontiac.

- (g) Fences. Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a contract parcel and an improved noncontract parcel shall not be removed unless specifically stated in the special provisions. All posts for support shall be pulled out or dug up so as to be entirely removed.
- (h) Fuel Tanks. Fuel tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the State Fire Marshal's regulations and those of the Michigan Department of Natural Resources.
 - (1) Fuel tanks, above or below the ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully removed and disposed of in a safe manner. The time, place and manner of disposal will be as set forth in the demolition schedule.
 - (2) All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon dioxide, or nitrogen gas until they are gas free when checked with an "Explosimeter" or another equally efficient instrument, before the work of removal is begun.

 Checking with the "Explosimeter" shall be done in the presence of the City of Pontiac by competent personnel.
- (i) Outdoor Toilets and Septic Tanks. Outdoor toilets and septic tanks shall be pumped out by a licensed hauling company. The toilet building or septic tank shall be demolished and removed from the site. The excavation or pit shall be backfilled and compacted in accordance with these specifications. Septic tanks shall be broken up and removed from the site and the excavation filled in accordance with the requirements of the City of Pontiac.
- (j) Cisterns and Meter Pits. Cisterns and meter pits shall be demolished and removed. The excavations shall be backfilled and compacted in accordance with these specifications.

(Ord. No. 2303, § 1(K), 8-11-13)

22-547 862 Well plugging and abandonment.

All wells shall be plugged and abandoned in accordance with the State of Michigan and County of Oakland regulations. The abandoned water well plugging record shall be filed upon completion of the well abandonment.

(Ord. No. 2303, § 1(L), 8-11-13)

22-548-863 Disposal of demolition debris and solid waste.

- (a) Debris. All materials, rubbish, and trash shall be removed from the demolition area leaving the basements and demolition area free of debris. Any cost incurred by the City of Pontiac in cleaning up such materials and debris left behind shall be deducted from funds due the contractor from their maintenance and cleanup bond.
- (b) Tires. The contractor shall assure no tires have been abandoned on site.
- (c) Disposal of Demolition Debris and Solid Waste. All debris and solid waste shall be delivered by the contractor to an approved disposal facility licensed in accordance with State and/or local regulations, laws, and zoning.
- (d) Asbestos Abatement. The handling of asbestos material is subject to all applicable State and Federal mandates. The contractor shall comply with applicable regulations regarding its handling and disposal.

 Asbestos shall be removed by a licensed abatement contractor in accordance with State and Federal law. In the event that asbestos is discovered on a property during demolition, the contractor shall notify the City of Pontiac and the asbestos shall be removed by a licensed abatement contractor.
- (e) Demolition of Structures with Transite Siding. The contractor shall be responsible for the proper handling of transite siding, and all demolition debris from these structures shall be disposed of in accordance with State and Federal law.
- (f) Freon Removal and Disposal. The handling of freon-containing appliances is subject to all applicable State and Federal mandates and regulations. The contractor shall be responsible for the identification, removal, and disposal of the material in accordance with applicable regulations.
- (g) PCB and Mercury Removal and Disposal. The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable State and Federal mandates and regulations. The contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations.

(Ord. No. 2303, § 1(M), 8-11-13)

22-549-864 Backfill, grading, and cleanup.

(a) Backfill. When site conditions permit, as determined by the Community Development Director or his designee, on-site soil may be used as backfill material. The top nine to 12 inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. If adequate topsoil is not available on site,

the contractor shall bring in enough topsoil from off site to place a minimum four-inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the Community Development Director or his designee or an approved third party engineer before and during the placing of the material. All depressions on the property shall be filled, compacted to 95 percent capacity, and graded to a uniform slope with adequate drainage.

- (b) Compaction. All excavations shall be backfilled with acceptable material and compacted to 95 percent capacity.
- (c) Additional Fill Material. All additional fill material shall be of equal quality to the soil adjacent to the excavation and free of rubble or organic matter. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.
- (d) Hand Labor. The contractor shall use hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.
- (e) Grading. The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The contractor shall grade and shape the site to drain, complete fine grading, and final cleanup.
- (f) Final Cleanup. Before final approval of the demolition permit, the contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The contractor shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the contractor in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and include seeding with mulch of the area. Sod must be used in place of seed and mulch on all right-of-way areas. On demolition sites where seeding will be delayed because of the allowable seeding dates, the contractor shall complete fine grading and shaping of the site to leave the site in a neat and presentable condition subject to the soil erosion permit and approval of the City's applicable regulations.

(Ord. No. 2303, § 1(N), 8-11-13)

22-550-865 Sanitary sewer and water service disconnections.

- (a) Sanitary Sewer Service Disconnection. All sanitary sewer services shall be disconnected and plugged by a licensed plumber who has secured the necessary permits. This cut and cap must be inspected and approved by the City's Plumbing Inspector when the cap is left on private property subject to special provisions on the permit or by the City's Department of Public Works when cut in the public right-of-way, prior to demolition or excavation. Contractor shall also follow any requirements established by the Oakland County Water Resources Commission.
- (b) Water Service Disconnection. All water services and stubs for the buildings or properties within the demolition work shall be disconnected in conformance with City of Pontiac regulations by a licensed plumber who has secured the necessary permits. This cut of the water service(s) must be inspected and approved by the City's Plumbing Inspector when the cap is left on private property subject to special provisions on the permit or by the City's Department of Public Works when cut in the public right-of-way, prior to demolition or excavation. Contractor shall also follow any requirements established by the Oakland County Water Resources Commission.
- (c) Backfill and Compaction within City Right-of-Way.
 - (1) Streets. Unless stipulated otherwise the contractor shall backfill, compact, and patch the surface of all excavations made in streets. This shall be completed to the satisfaction of the Department of Public Works.
 - (2) City Right-of-Way. All areas within the City right-of-way (including parking and sidewalk areas) shall be compacted to the satisfaction of the Department of Public Works.

(Ord. No. 2303, § 1(O), 8-11-13)

22-551 866 Safety and fencing.

- (a) Safety. The contractor shall comply with all applicable current Federal, State, and local safety and health regulations.
- (b) Safety Fencing. The contractor shall furnish and place a <u>structurally-sound</u> safety fence around the site <u>or area on the site as approved by the City of Pontiac Building Official.</u> of the work <u>being demolished</u> adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access.

The safety fencing shall be of a type that obscures the site from being viewed from the outside by application of an opaque screening a minimum of six (6) feet in height.

The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing material shall remain the property of the contractor.

Contractor's compliance with the requirements of this section shall be determined and approved by the City of Pontiac Building Official.

(Ord. No. 2303, § 1(P), 8-11-13)

22-552-867 Seeding.

All disturbed areas associated with the work shall be seeded and mulched or have sod placed, weather permitting. Seeding must conform to the current edition of the Urban Standard Specifications for Public Improvements except as modified by this code. The contractor shall provide seed mixtures in accordance with the specification; however, the seed shall be applied at 133 percent of the specified rate for the type of mixture specified.

(Ord. No. 2303, §-1(Q), 8-11-13)

22-553-868 Authorized workers.

Only the contractor and its employees are allowed to demolish, dismantle, detach, or dispose of any part of the demolition structure or its contents.

(Ord. No. 2303, § 1(R), 8-11-13)

22-554-869 Daily cleanup of right-of-way and private property.

At the end of each workday, the contractor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

(Ord. No. 2303, § 1(S), 8-11-13)

Division 2. Building Implosion

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22-870 Building Implosion Permit Application

For the implosion of any building or structure, a site demolition permit must be obtained prior to application for an implosion demolition permit. The implosion permit application shall contain the following:

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Part I. General Information
(a) Completed Implosion Permit Application
Parcel NumberDescription of Work
Comments - Reference Site Demo Permit # (Site Demo Permit)
(b) Letter from owner confirming the approval of the structure to be demolished.
(c) Implosion Contract Valuation
(d) Dust Control and Asbestos Abatement Permit
(e) 12 – 24 x 36 Hard copy and digital set Site Plans. The site plan will illustrate the <u>structure or portion of the structure to be imploded. Additionally the site plan will show</u> the immediate and adjacent properties.
Part II. Project Overview
(a) Date and time frames
(b) Sequence of activities
(c) List of participants
(d) Description of structure to be demolished
Part III. Contact Information
(a) Owner, Demolition Company, the Explosive Demolition Company and their contact people involved with the demolition.
(b) The overall coordinator of the project, i.e., point contact will be identified.
(c) All telephone, fax, cellular and pager numbers will be listed.
Part IV. Time Line
There will be a project time line that will be all inclusive, starting twenty-four hours prior to the implosion through the post implosion re-opening of roads and securing of properties.
Part V. Traffic Control Outline
This will include all road closures.
Part VI. Fencing Plan
Part VII. Crowd Control Plan
This will include a depiction of the exclusion zone.
Part VIII. Weather Guidelines/Alternate Plans
In the event of delay for any cause.
Part IX. Full Quality Control/Safety Regulations Manual
(a) Safety regulations, including loading of explosives, safety agents, initiation of explosive charge, type of control
(b) Rules for vehicles

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(c) Type of control / who may access site	
Part X. Qualifications of the Demolition Contractor	
Including a history of projects	
Part XI. Third Party Consultants	
(a) Seismic Consultant	
(b) Sound Monitoring Consultant	
(c) Safety Consultant (my recommendation), i.e., provide an advisory to the Fire Department to determine safety during placement of demolition materials.	
Part XII. Seismic and Air Monitoring Plan	
(a) Name of monitoring contractor	
(b) Site Map showing location/placement of all seismic and air monitoring devices. Final location of seismic and air monitors subject to the approval of the Building Official.	
(c) Pre-event survey (to be submitted within one week of the implosion)	
(d) Post-event survey (to be submitted within one week of the implosion)	
Part XIII. Licensing	
(a) Business license	
(b) Contractor licenses	Formatted: Font: 9 pt, Spanish (Spain)
(c) Asbestos control licenses	
(d) Any licensed engineer registrations required	Formatted: Font: 9 pt
(e) Blasting licenses	
(f) Copies of all picture identifications and/or certifications as required	
Part XIV. List of All Required Permits	Formatted: Font: 9 pt
Including, when appropriate, those required by:	
(a) City of Pontiac Building Department	
Issued Site Demolition Permit Owner Authorization letter (that was submitted with Site Demolition Permit)	
(b) City of Pontiac Department of Public Works	
Off Site Clean-up	
Traffic Impact (traffic plan)	
(c) Michigan Department of Transportation Off Site	
Traffic Impact (traffic plan)	

- Oakland County Department of Air Quality or MDEQ
 - Asbestos Abatement

Dust Control

- (e) City of Pontiac Fire Department
 - Blasting
 - Pyrotechnics (as required)
- Oakland County Sheriff Department and if necessary Michigan State Police
 - Vehicles and Pedestrians Control
- Special Events Permits

Required permit copies will be forwarded to City of Pontiac Department of Building when the above permits have not been issued at the time of implosion permit application.

Part XV. Listing of Properties Being Notified

Subject to Department of Building approval, including notification letter as well as list of meetings

Part XVI. Insurance for Indemnification

At the option of the Building Official or Risk Management, more insurance will be required depending upon the nature of the implosion demolition and special event to be performed.

Commercial	General	Liability
COMMERCIAL	Gerrerai	LIGDIII V.

a.	Each Occurrence BI/ PD	\$5,,000,000	•
b.	Personal & Adv. Injury	\$5,000,000	
C.	General Aggregate	\$10,000,000	
d.	Products & Completed Operations	\$10,000,000	

The insurance policy shall include the City of Pontiac as an additional insured. Coverage must be primary and noncontributory, and provide for thirty (30) days advance written notice of cancellation or reduction of coverage. At the option of the Building Official or Risk Management, additional insurance may be required depending upon the nature of the implosion demolition and special event to be performed.

22-871 Additional Conditions and Requirements

The City may impose additional reasonable requirements necessary to protect the health, safety, and welfare of the surrounding community based upon the nature, geometry, and location of the implosion demolition.

Division 3. Building Moving

22-872 Building Moving

No person shall move any building or structure from or onto a location within the City without first obtaining a permit from the City of Pontiac Building Official. This permit shall include all terms deemed necessary by the City of Pontiac Building Official to ensure the health, safety, and welfare of City and its residents.

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This permit may be refused if, in the judgment of the City of Pontiac Building Official, the building or structure is too large to move without causing damage to property, or the building or structure is unsafe or unfit to be moved.

The cost of this permit will be determined by the City of Pontiac Building Official and based upon the City resources necessary to safely effectuate the requested move.

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Division 4. Variances

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22-555-873 Variances.

Upon payment of the appropriate fee established from time to time by the City Council, any person aggrieved by the regulations in this article may file an application with the Building Official and have their position heard by the Board of Appeals. The decision of the Board of Appeals shall be final.

(Ord. No. 2303, § 1(T), 8-11-13)

22-556874-22-56522-909 Reserved.



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO:

Honorable Mayor, Council President and City Council Members

FROM:

Jane Bais-DiSessa, Deputy Mayor

DATE:

April 6, 2018

Cc:

Anthony Chubb, City Attorney, Jeff Bowdell, Building Official, and Sheila

Grandison, City Clerk

RE:

Agenda Item Request: Amendment of City Ordinance entitled

"Subdivision IV. Demolition" to update, enhance and change title to

"Article VII. Building, Demolition, Implosion, and Moving"

In accordance with Section 3.112 of the City Charter entitled Ordinance Procedure, attached for your consideration is a proposed Ordinance entitled "Article VII. Building, Demolition, Implosion and Moving" to amend the City's current Ordinance entitled "Subdivision IV. Demolition."

Based on the review and discussion with the City Council Community Development Subcommittee and the City's Building Official, Mr. Jeff Bowdell, the City Attorney updated and amended the above referenced ordinance as noted below:

- Updated Ordinance title from "Subdivision IV. Demolition" to "Article VII. Building, Demolition, Implosion and Moving,"
- Re-numbered Sections 22-536 thru 22-556 to 22-851 thru 22-909.
- Amended Section 22-551(b) entitled Safety Fencing, to Section 22-866(b) entitled Safety and Fencing and added the following language (See Bold & Italic print for proposed amendments) to read:

The contractor shall furnish and place a *structurally-sound* safety fence around the site *of area on the site as approved by the City of Pontiac Building Official* of the work *being demolished* adequate to secure the demolition site, including any resulting excavation, and to prevent pedestrian access.

The safety fencing shall be of a type that obscures the site from being viewed from the outside by application of an opaque screening a minimum of six (6) feet in height.

The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing shall remain the property of the contractor.

Contractor's compliance with the requirements of this section shall be determined and approved by the City of Pontiac Building Official.

Memorandum: Agenda Request to Amend City Ordinance "Subdivision IV. Demolition" to "Article VII. Building, Demolition, Implosion and Moving."

June 14, 2018

Page 2 of 3

- Added (See Bold & Italic print for proposed amendment): *Division 2 entitled Building Implosion Section 22-870,* to read:

Building Implosion Permit and Application and language to read: For the implosion of any building or structure, a site demolition permit must be obtained prior to application for an implosion demolition permit. The implosion permit application shall contain the following: Part I thru Part XV I (See Attached Ordinance for details).

- Added (See Bold & Italic print for proposed amendment): Section 22-871, entitled Additional Conditions and Requirements, to read:

 The City may impose additional reasonable requirements necessary to protect the health, safety, and welfare of the surrounding community based upon the nature, geometry, and location of the implosion demolition.
- Added (See Bold & Italic print for proposed amendment changes): **Division 3, Section 22-872 entitled: Building Moving,** to read:

No person shall move any building or structure from or onto a location within the City without first obtaining a permit from the City of Pontiac Building Official. This permit shall include all terms deemed necessary by the City of Pontiac Building Official to ensure the health, safety and welfare of City and its residents.

This permit may be refused if, in the judgment of the City of Pontiac Building Official, the building or structure is too large to move without causing damage to property, or the building or structure is unsafe or unfit to be moved.

The cost of this permit will be determined by the City of Pontiac Building Official and based upon the City resources necessary to safely effectuate the requested move.

Copies of both the amended and final Ordinances are attached for your information and review.

Also, in accordance with Section 3.112 (b) entitled Ordinance Procedure of the City Charter (Copy Attached):

"Upon introduction, the Clerk shall distribute a copy to each Council member and to the Mayor and shall file a reasonable number of copies in the office of the Clerk and such other public places as the Council may designate, and shall publish a summary of the proposed ordinance in a newspaper of general circulation in the City together with a notice of the time and place for consideration by the Council. Thereafter, the Council may amend and adopt the proposed ordinance without further pre-adoption publication."

Memorandum: Agenda Request to Amend City Ordinance "Subdivision IV. Demolition" to "Article VII. Building, Demolition, Implosion and Moving."
June 14, 2018
Page 3 of 3

The following resolution is recommended:

Whereas, the City Council Community Development Sub-Committee met to review the current City Ordinance entitled "Subdivision IV. Demolition", to ensure that it addressed concerns regarding the fencing of demolished areas, a process to regulate building implosions, and regulations for the safe movement of a building or structure.

Now therefore, the City of Pontiac ordains that City Ordinance entitled "Subdivision IV. Demolition" be amended to "Article VII. Building, Demolition, Implosion and Moving" as recommended.

JBD

Attachments

Article VII. Building Demolition, Implosion, and Moving

Division 1. Demolition

22-851 Purpose.

It is the intent of these demolition specifications to ensure that all demolitions within the City of Pontiac are performed in a manner that provides the highest level of public health and safety for its residents and property owners and, further, that the overall welfare of the community as a whole is served. It is also understood that it is in the best interest of the City of Pontiac to require 100 percent removal of all foreign materials from demolition sites and that these materials be removed from the site and properly disposed of in accordance with all local, State, and Federal requirements. It is also understood that all demolition sites be vegetated when completed to avoid the future erosion of soil and to control runoff to adjacent properties.

It is understood that sites and properties may have environmental concerns that would affect the ability to remove 100 percent of the impervious surfaces. In these cases, if an owner wishes to only partially remove the hard surfaces from a site, the owner/applicant, at time of application, must provide the City of Pontiac with, at minimum, the results of ASTM (E1527 and E1903) Phase 1 and Phase 2 environmental assessments which have been filed and disclosed to the Michigan Department of Environmental Quality showing that the property or portion of a property is contaminated as described in PA 451 of 1994, the Natural Resources and Environmental Protection Act.

22-852 Permit application documentation.

All demolition(s) require a permit. The application for permit shall include:

- (1) A complete application form from the City of Pontiac with site plan (signed by the owner of the property).
- (2) Proof of electric service disconnect.
- (3) Proof of gas service disconnect.
- (4) Proof of telephone service disconnect.
- (5) Proof of cable television/Internet disconnect.
- (6) Proof of soil erosion permit.

- (7) Proof of water service disconnect.
- (8) Proof of sewer service disconnect.
- (9) Proof of right-of-way permit from City of Pontiac and Michigan Department of Transportation, if applicable.
- (10) MDEQ asbestos survey.
- (11) EPA ten-day notice.
- (12) Bonds as required by this article.

22-853 Description of demolition work.

Unless directed otherwise the contractor shall:

- (1) Completely remove and properly dispose of all structures, trash, rubbish, basement walls, floors, foundations, sidewalks, steps, and driveways from the specified parcel.
- (2) Completely remove any fuel tanks, outdoor toilets and septic tanks, cisterns, and meter pits, and plug or abandon wells.
- (3) Completely remove the materials from the demolition site in accordance with Federal, State, and local regulations.
- (4) Completely remove and dispose of appliances and other items that may contain refrigerants in accordance with <u>40 CFR</u>, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers, and portable or central air conditioners.
- (5) Completely remove and legally dispose of mercury containing materials including fluorescent, high pressure sodium, mercury vapor, and metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.
- (6) Provide disconnect letters from all applicable utilities with application for permit before demolition, and/or obtain utility disconnect permits from the City of Pontiac and allow for inspection of disconnect of any private utilities.

- (7) Perform site clearance, grading, and restoration.
- (8) Complete the demolition work in accordance with the plans and these technical specifications and any special provisions included in the approved demolition permit document.
- (9) Post all bonds determined in accordance with this code.

22-854 Protection of the public and properties.

- (a) Littering Streets.
 - (1) The contractor shall be responsible for removing any demolition debris or mud from any street, alley, or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City of Pontiac in cleaning up any litter or mud shall be charged to the contractor and be deducted from the maintenance and completion bond.
 - Littering of the site shall not be permitted.
 - (3) All waste materials shall be promptly removed from the site.
- (b) Street Closure.
 - (1) If it should become necessary to close any traffic lanes, it shall be the contractor's responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs as required by the City of Pontiac or Michigan Department of Transportation.
 - (2) Street or lane closures shall be coordinated with the City of Pontiac Department of Public Works.
- (c) Protection of the Public by the Contractor.
 - (1) Sidewalks. The contractor shall be responsible for any damage to public sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. The cost of repair or replacement shall be considered incidental to the work and the contractor shall obtain all permits and pay any fees. Failure to repair the public property after notice will result in the City of Pontiac having the work completed and the cost taken from the maintenance and completion bond.
 - (2) Pedestrian Access. The contractor shall be responsible to place and construct the necessary warning signs, barricades, fencing, and temporary pedestrian sidewalks, as directed by the City of

Pontiac, and to maintain alternate pedestrian access for sidewalks around the demolition site. The cost of these items shall be considered incidental to the work.

- (3) Temporary Fence. Temporary fence shall be erected around all excavation and dangerous building(s) or structure(s) to prevent access to the public. Such fence shall be at least four feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed.
- (d) Demolition Hours.
 - (1) The contractor shall comply with the City of Pontiac nuisance ordinance as it relates to working hours.
 - (2) The contractor shall comply with all applicable ordinances and restrictions.
- (e) Noise Pollution. All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The contractor shall comply with the noise pollution requirements of the City of Pontiac.
- (f) Dust Control. The contractor shall comply with applicable air pollution control requirements of the City of Pontiac, the County of Oakland, and the State of Michigan. The contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the aforementioned governmental entities or their designated representatives shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:
 - (1) The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land. If using a hydrant for dust control, a permit is required and can be obtained from the Oakland County Water Resources Commission.
 - (2) Covering at all times when in motion open bed trucks transporting materials likely to give rise to airborne dusts.
- (g) Requirements for the Reduction of Fire Hazards.

- (1) Removal of Material. Before demolition of any part of any building, the contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints, thinners, and similar substances.
- (2) Fire Extinguishing Equipment. The contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.
- (3) Fires. No fires of any kind shall be permitted in the demolition work area.
- (4) Hydrants. No material obstructions or debris shall be placed or allowed to accumulate within 15 feet of any fire hydrant. All fire hydrants shall be accessible at all times.
- (5) Debris. Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.
- (6) Telephone Service. The contractor shall arrange for access to and use of, during working hours, one or more telephones, land lines or cell phones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies. The contractor's foreman or at least one regular member of each shift shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire producing conditions and to apply appropriate corrective action, particularly at the close of work each working day.
- (h) Protection of Public Utilities. The contractor shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, or other appurtenances in the vicinity of the demolition sites. The contractor shall pay for temporary relocation of utilities which are relocated at the contractor's request for his convenience.
- (i) Protection of Adjacent Property.
 - (1) The contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns, or any other property adjacent to the demolition. The contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.

(2) The contractor shall restore existing agricultural drain tiles or roadway subdrains that are cut or removed to parcels released for demolition whether or not the property is scheduled for, including drainable backfill, to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the City of Pontiac.

22-855 Special conditions and maintenance bonds.

- (a) A special conditions bond shall be placed by the owner of the property when special conditions exist that would require that all or part of the property would not be completely removed as part of the demolition. These conditions shall be part of the approved demolition permit. The City realizes that not all demolitions would require complete demolition of a structure and its appurtenances. A redevelopment soon after demolition could have a site plan approved in advance of the demolition or be speculative. A subsurface contamination issue could cause a site to need to keep all or part of the impervious surfaces(s) for an extended period until remediation could be accomplished. A bond covering 120 percent of the portion of cost of the demolition that would not be completed shall be posted to assure that if the redevelopment does not occur or a site plan is not approved that the City of Pontiac could use the bond to complete the demolition if necessary. If a cash bond is held by the City and later returned, such bond shall be returned without interest.
- (b) A maintenance and guarantee bond shall be placed by the owner of the property for installed seed or sod areas for a period of one year from final inspection and approval to assure that all planting areas have established vegetation both for compliance with the zoning ordinance and State law. If a cash bond is held by the City and later returned, such bond shall be returned without interest. Value shall be determined by the Building Official.

22-856 Maintenance and completion bonds.

(a) A maintenance and completion bond is required before any permit is issued for demolition. This bond is in addition to any bond required for soil erosion. The bond is to assure that all of the requirements found in this article are adhered to. If the contractor fails to follow this article, the building official may declare an emergency, and after posting the unsafe condition for 24 hours may use the bond money to assure compliance with this article. Demolitions that are contracted by the City of Pontiac are exempt from the bond requirements. After \$25,000.00 in cash has been posted for any demolition bond, the balance can be posted using an insurance surety bond with the understanding that in addition to the emergency measures stated above, the City of Pontiac may also use the cash portion of the bond to pay any necessary legal or administrative expenses associated with gaining compliance with the surety company. Unused bonds shall be returned without interest after final inspection.

- (b) Bonds shall be charged as follows:
 - (1) One- and two-family residential demolitions bond: (per unit) \$500.00;
 - (2) Multifamily residential—commercial—industrial demolition bond: minimum \$5,000.00, and \$0.10 per square foot for each additional square foot up over 5,000 up to 100,000 square feet; \$0.05 per square foot for each additional square foot up over 100,000 to 250,000 square feet; \$0.02 per square foot for each additional square foot over 250,000 up to 999,999 square feet; \$0.01 per square foot for each square foot over 999,999 square feet.

EXAMPLE 250,000 sq ft building demolition bond

Minimum	\$ 5,000.00
.10 x 95,000 =	9,500.00
.05 x 150,000 =	7,500.00
Total Bond Amount	\$22,000.00

(c) Soil erosion, if covered by a separate SESC bond, shall not be a requirement for final inspection.

22-857 Vacating of buildings.

The structures identified in the permit documents shall be vacated before proceeding with demolition. In case the contractor finds that any structure is not vacated, the contractor shall immediately notify the City of Pontiac and shall not begin demolition or site clearance operations on such property until approved and directed by the City of Pontiac.

22-858 Permits, fees and bonds.

The contractor shall obtain all the necessary permits and pay all permit fees and post all bonds that are required by the City of Pontiac in conjunction with the demolition work.

22-859 Demolition schedule.

The contractor shall be responsible for providing the City of Pontiac with a minimum of 24 hours' advance notification prior to beginning the execution of demolition of any structure. The contractor shall be responsible for providing the City of Pontiac with a minimum of 24 hours' advance notification when calling for inspection.

22-860 Salvage of demolition materials.

- (a) The contractor shall be allowed to salvage demolition materials only from property owned by the contractor. The property ownership will be shown in the permit application documents.
- (b) No salvage will be permitted on privately owned property unless authorized by the property owner in writing or as directed by the courts.
- (c) The contractor may salvage demolition materials on City owned properties only if authorized in writing by the City in demolition contract as long as demolition is completed within the completion provisions included in the approved demolition schedule. All buildings, building materials, and equipment resulting from this work shall become the property of the contractor, and shall be removed from the premises at once. Salvaged material shall be removed immediately from the premises, right-of-way, streets, or alleys.

22-861 Demolition and removals.

- (a) Structural Parts of Buildings.
 - (1) No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise, and other nuisance.
 - (2) Subject to site restrictions, outside chimneys or outside portions of chimneys shall be raised in advance of general demolition of each building. Any portion of a chimney inside a building shall be razed as soon as it becomes unsupported by reason of removal of other parts of the building.
 - (3) Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left freestanding or inadequately braced against all reasonably possible causes of collapse at the end of any working day.
- (b) Basements and Foundation Walls. All basement floors, footings, and foundations shall be completely removed from the site unless specifically stated in the special provisions of the approved demolition permit. The basement area is to be inspected and approved by the City of Pontiac before backfilling is started. The contractor shall ensure that no basement excavation will remain open and exposed for more than 24 hours. The contractor shall contact the City of Pontiac when removal is complete to schedule this basement inspection. Failure to do so may result in reexcavation of the basement area at the contractor's expense.

- (c) Concrete Slabs. The contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances.
- (d) Retaining Walls. Retaining walls or curbs near the perimeter of parcels shall be removed unless otherwise indicated in the approved demolition permit. The contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal: vertical or as directed by the City of Pontiac.
- (e) Partially Buried Objects. All piping, posts, reinforcing bars, anchor bolts, railings, and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.
- (f) Vegetation. The contractor shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, bushes, vegetation, brush, and weeds, whether standing or fallen, unless specifically stated otherwise by the City. The contractor shall protect all trees not removed from damage by the demolition operation. In the event that the contractor damages a tree, the tree shall be repaired or removed by the contractor as directed by the City of Pontiac.
- (g) Fences. Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a contract parcel and an improved noncontract parcel shall not be removed unless specifically stated in the special provisions. All posts for support shall be pulled out or dug up so as to be entirely removed.
- (h) Fuel Tanks. Fuel tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the State Fire Marshal's regulations and those of the Michigan Department of Natural Resources.
 - (1) Fuel tanks, above or below the ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully removed and disposed of in a safe manner. The time, place and manner of disposal will be as set forth in the demolition schedule.
 - (2) All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon dioxide, or nitrogen gas until they are gas free when checked with an "Explosimeter" or another equally efficient instrument, before the work of removal is begun.

Checking with the "Explosimeter" shall be done in the presence of the City of Pontiac by competent personnel.

- (i) Outdoor Toilets and Septic Tanks. Outdoor toilets and septic tanks shall be pumped out by a licensed hauling company. The toilet building or septic tank shall be demolished and removed from the site. The excavation or pit shall be backfilled and compacted in accordance with these specifications. Septic tanks shall be broken up and removed from the site and the excavation filled in accordance with the requirements of the City of Pontiac.
- (j) Cisterns and Meter Pits. Cisterns and meter pits shall be demolished and removed. The excavations shall be backfilled and compacted in accordance with these specifications.

(Ord. No. 2303, § 1(K), 8-11-13)

22-862 Well plugging and abandonment.

All wells shall be plugged and abandoned in accordance with the State of Michigan and County of Oakland regulations. The abandoned water well plugging record shall be filed upon completion of the well abandonment.

22-863 Disposal of demolition debris and solid waste.

- (a) Debris. All materials, rubbish, and trash shall be removed from the demolition area leaving the basements and demolition area free of debris. Any cost incurred by the City of Pontiac in cleaning up such materials and debris left behind shall be deducted from funds due the contractor from their maintenance and cleanup bond.
- (b) Tires. The contractor shall assure no tires have been abandoned on site.
- (c) Disposal of Demolition Debris and Solid Waste. All debris and solid waste shall be delivered by the contractor to an approved disposal facility licensed in accordance with State and/or local regulations, laws, and zoning.
- (d) Asbestos Abatement. The handling of asbestos material is subject to all applicable State and Federal mandates. The contractor shall comply with applicable regulations regarding its handling and disposal. Asbestos shall be removed by a licensed abatement contractor in accordance with State and Federal law. In the event that asbestos is discovered on a property during demolition, the contractor shall notify the City of Pontiac and the asbestos shall be removed by a licensed abatement contractor.

- (e) Demolition of Structures with Transite Siding. The contractor shall be responsible for the proper handling of transite siding, and all demolition debris from these structures shall be disposed of in accordance with State and Federal law.
- (f) Freon Removal and Disposal. The handling of freon-containing appliances is subject to all applicable State and Federal mandates and regulations. The contractor shall be responsible for the identification, removal, and disposal of the material in accordance with applicable regulations.
- (g) PCB and Mercury Removal and Disposal. The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable State and Federal mandates and regulations. The contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations.

22-864 Backfill, grading, and cleanup.

- (a) Backfill. When site conditions permit, as determined by the Community Development Director or his designee, on-site soil may be used as backfill material. The top nine to 12 inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. If adequate topsoil is not available on site, the contractor shall bring in enough topsoil from off site to place a minimum four-inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the Community Development Director or his designee or an approved third party engineer before and during the placing of the material. All depressions on the property shall be filled, compacted to 95 percent capacity, and graded to a uniform slope with adequate drainage.
- (b) Compaction. All excavations shall be backfilled with acceptable material and compacted to 95 percent capacity.
- (c) Additional Fill Material. All additional fill material shall be of equal quality to the soil adjacent to the excavation and free of rubble or organic matter. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.
- (d) Hand Labor. The contractor shall use hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.

- (e) Grading. The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The contractor shall grade and shape the site to drain, complete fine grading, and final cleanup.
- (f) Final Cleanup. Before final approval of the demolition permit, the contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The contractor shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the contractor in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and include seeding with mulch of the area. Sod must be used in place of seed and mulch on all right-of-way areas. On demolition sites where seeding will be delayed because of the allowable seeding dates, the contractor shall complete fine grading and shaping of the site to leave the site in a neat and presentable condition subject to the soil erosion permit and approval of the City's applicable regulations.

22-865 Sanitary sewer and water service disconnections.

- (a) Sanitary Sewer Service Disconnection. All sanitary sewer services shall be disconnected and plugged by a licensed plumber who has secured the necessary permits. This cut and cap must be inspected and approved by the City's Plumbing Inspector when the cap is left on private property subject to special provisions on the permit or by the City's Department of Public Works when cut in the public right-of-way, prior to demolition or excavation. Contractor shall also follow any requirements established by the Oakland County Water Resources Commission.
- (b) Water Service Disconnection. All water services and stubs for the buildings or properties within the demolition work shall be disconnected in conformance with City of Pontiac regulations by a licensed plumber who has secured the necessary permits. This cut of the water service(s) must be inspected and approved by the City's Plumbing Inspector when the cap is left on private property subject to special provisions on the permit or by the City's Department of Public Works when cut in the public right-of-way, prior to demolition or excavation. Contractor shall also follow any requirements established by the Oakland County Water Resources Commission.
- (c) Backfill and Compaction within City Right-of-Way.

- (1) Streets. Unless stipulated otherwise the contractor shall backfill, compact, and patch the surface of all excavations made in streets. This shall be completed to the satisfaction of the Department of Public Works.
- (2) City Right-of-Way. All areas within the City right-of-way (including parking and sidewalk areas) shall be compacted to the satisfaction of the Department of Public Works.

22-866 Safety and fencing.

- (a) Safety. The contractor shall comply with all applicable current Federal, State, and local safety and health regulations. A fencing plan must be submitted for approval with the demolition permit application
- (b) Safety Fencing Residential The contractor shall furnish and place a structurally-sound safety fence around the site or area on the site as approved by the City of Pontiac Building Official. of the work being demolished adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access. The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled and approved ground cover to prevent soil erosion is placed / installed and approved. The fencing material shall remain the property of the contractor.
- (c) Safety Fencing Commercial / Industrial Prior to commencement of work under this ordinance, the contractor shall furnish and place a structurally-sound safety fence around the site or under unique circumstances, around the area on the site as approved by the City of Pontiac Building Official. of the work being demolished adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access.

The safety fencing shall be of a type that obscures the site from being viewed from the outside by application of an opaque screening a minimum of six (6) feet in height.

The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled and approved ground cover to prevent soil erosion is placed / installed and approved. The fencing material shall remain the property of the contractor.

Contractor's compliance with the requirements of this section shall be determined and approved by the City of Pontiac Building Official.

22-867 Seeding.

All disturbed areas associated with the work shall be seeded and mulched or have sod placed, weather permitting. Seeding must conform to the current edition of the Urban Standard Specifications for Public Improvements except as modified by this code. The contractor shall provide seed mixtures in accordance with the specification; however, the seed shall be applied at 133 percent of the specified rate for the type of mixture specified.

22-868 Authorized workers.

Only the contractor and its employees are allowed to demolish, dismantle, detach, or dispose of any part of the demolition structure or its contents.

22-869 Daily cleanup of right-of-way and private property.

At the end of each workday, the contractor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

Division 2. Building Implosion

22-870 Building Implosion Permit Application

For the implosion of any building or structure, a site demolition permit must be obtained prior to application for an implosion demolition permit. The implosion permit application shall contain the following:

Part I. General Information

- (a) Completed Implosion Permit Application
 - Parcel Number
 - Description of Work
 - Comments Reference Site Demo Permit #...... (Site Demo Permit)
- (b) Letter from owner confirming the approval of the structure to be demolished.
- (c) Implosion Contract Valuation
- (d) Dust Control and Asbestos Abatement Permit
- (e) $12 24 \times 36$ Hard copy and digital set Site Plans. The site plan will illustrate the structure or portion of the structure to be imploded. Additionally the site plan will show the immediate and adjacent properties.

Part II. Project Overview

- (a) Date and time frames
- (b) Sequence of activities
- (c) List of participants
- (d) Description of structure to be demolished

Part III. Contact Information

- (a) Owner, Demolition Company, the Explosive Demolition Company and their contact people involved with the demolition.
- (b) The overall coordinator of the project, i.e., point contact will be identified.
- (c) All telephone, fax, cellular and pager numbers will be listed.

Part IV. Time Line

There will be a project time line that will be all inclusive, starting twenty-four hours prior to the implosion through the post implosion re-opening of roads and securing of properties.

Part V. Traffic Control Outline

This will include all road closures.

Part VI. Fencing Plan

Part VII, Crowd Control Plan

This will include a depiction of the exclusion zone.

Part VIII. Weather Guidelines/Alternate Plans

In the event of delay for any cause.

Part IX. Full Quality Control/Safety Regulations Manual

- (a) Safety regulations, including loading of explosives, safety agents, initiation of explosive charge, type of control
- (b) Rules for vehicles
- (c) Type of control / who may access site

Part X. Qualifications of the Demolition Contractor

Including a history of projects

Part XI. Third Party Consultants

- (a) Seismic Consultant
- (b) Sound Monitoring Consultant
- (c) Safety Consultant (my recommendation), i.e., provide an advisory to the Fire Department to determine safety during placement of demolition materials.

Part XII. Seismic and Air Monitoring Plan

- (a) Name of monitoring contractor
- (b) Site Map showing location/placement of all seismic and air monitoring devices. Final location of seismic and air monitors subject to the approval of the Building Official.
- (c) Pre-event survey (to be submitted within one week of the implosion)

(d) Post-event survey (to be submitted within one week of the implosion)

Part XIII. Licensing

- (a) Business license
- (b) Contractor licenses
- (c) Asbestos control licenses
- (d) Any licensed engineer registrations required
- (e) Blasting licenses
- (f) Copies of all picture identifications and/or certifications as required

Part XIV. List of All Required Permits

Including, when appropriate, those required by:

- (a) City of Pontiac Building Department
 Issued Site Demolition Permit
 Owner Authorization letter (that was submitted with Site Demolition Permit)
- (b) City of Pontiac Department of Public Works
 Off Site
 Clean-up
 Traffic Impact (traffic plan)
- (c) Michigan Department of Transportation
 Off Site
 Traffic Impact (traffic plan)
- (d) Oakland County Department of Air Quality or MDEQ
 Asbestos Abatement
 Dust Control
- (e) City of Pontiac Fire Department
 Blasting
 Pyrotechnics (as required)
- (f) Oakland County Sheriff Department and if necessary Michigan State Police Vehicles and Pedestrians Control
- (g) Special Events Permits

Required permit copies will be forwarded to City of Pontiac Department of Building when the above permits have not been issued at the time of implosion permit application.

Part XV. Listing of Properties Being Notified

Subject to Department of Building approval, including notification letter as well as list of meetings

Part XVI. Insurance for Indemnification

At the option of the Building Official or Risk Management, more insurance will be required depending upon the nature of the implosion demolition and special event to be performed.

Commercial General Liability:

a.	Each Occurrence BI/ PD	\$5,000,000
b.	Personal & Adv. Injury	\$5,000,000
C.	General Aggregate	\$10,000,000
d.	Products & Completed Operations	\$10,000,000

The insurance policy shall include the City of Pontiac as an additional insured. Coverage must be primary and non-contributory, and provide for thirty (30) days advance written notice of cancellation or reduction of coverage. At the option of the Building Official or Risk Management, additional insurance may be required depending upon the nature of the implosion demolition and special event to be performed.

22-871 Additional Conditions and Requirements

The City may impose additional reasonable requirements necessary to protect the health, safety, and welfare of the surrounding community based upon the nature, geometry, and location of the implosion demolition.

Division 3. Building Moving

22-872 Building Moving

No person shall move any building or structure from or onto a location within the City without first obtaining a permit from the City of Pontiac Building Official. This permit shall include all terms deemed necessary by the City of Pontiac Building Official to ensure the health, safety, and welfare of City and its residents.

This permit may be refused if, in the judgment of the City of Pontiac Building Official, the building or structure is too large to move without causing damage to property, or the building or structure is unsafe or unfit to be moved.

The cost of this permit will be determined by the City of Pontiac Building Official and based upon the City resources necessary to safely effectuate the requested move.

Division 4. Variances

22-873 Variances.

Upon payment of the appropriate fee established from time to time by the City Council, any person aggrieved by the regulations in this article may file an application with the Building Official and have their position heard by the Board of Appeals. The decision of the Board of Appeals shall be final.

22-874-22-22-909 Reserved.

2018 Server and Storage

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	ПЕМ	QTY	Manu PART	DESCRIPTION		UNIT PRICE	EXTENDED	UNIT	EXTENDED	UNIT PRICE	EXTENDED
			NUMBER	HPE Servers			PRICE	PRICE	PRICE		PRICE
	1	3		ProLiant DL360 Gen10 - rack- mountable - Xeon Silver 4116 2.1 GHz - 32 GB - 0 GB	Alternate Bid - Scale	\$17,664.00	\$52,992.00	\$2,780.93	\$8,342.79		
	2	3	H8QF0E	Foundation Care 24x7 Service - extended service agreement - 3 years - on-site	Computing	\$4,416.00	\$13,248.00	\$1,219.56	\$3,658.68		
	3	12	835955-B21	ŞmartMemory - DDR4 - 16 GB - DIMM 288-pin	Four line items.	2yr Sup Ext Scale		\$360.73	\$4,328.76		•
	4	3	874449-B21	Intel Xeon Silver 4116 / 2.1 GHz processor	This solution is			\$975.57	\$2,926.71		
	5	6	868814-B21	Read Intensive - solid state drive - 240 GB - SATA 6Gb/s	fully compatible			\$264.84	\$1,589.04		
	6	3	727055-B21	HPE Ethernet 10Gb 2-port 562SFP+ Adapter	with the 11 HPE line			\$465.83	\$1,397.49		
	7	8	J9285B	HPE X242 10G SFP+ to SFP+ 7m Direct Attach Copper Cable	items in this RFP			\$159.91	\$1,279.28		
	8	3	Q7E34AAE	Integrated Lights-Out Advanced Premium Security - flexible license + 3 Years 24x7 Support - 1 license				\$342.42	\$1,027.26		
200000000000000000000000000000000000000	The state of the					Sub-total:	\$66,240.00	Sub- total:	\$24,550.01	Sub-total:	
				HPE Nimble Storage							
	9	1	HF20-2P- 21T-K	HF20, 2X10GBASET, DUAL 10GBE OPTICAL (QTY. 1 PAIR), 21 X 1TB HDD, 6 X 480GB				·	\$25,300.44		
	10	1	SLA-4ON	4HR Onsite Re, SW SUP & INFOSIGHT - NextGen Arrays (36 Months)	Node Install on site Qty 3	\$1,200.00	\$3,600.00		\$10,291.76		
	11	1	PRO- INSTALL- ONSITE	ONSITE STANDARD NEW INSTALL	Scalecare Premium Install Svcs	\$1,500.00	\$1,500.00		\$4,157.80		
)	11					Sub-total:	\$5,100.00	Sub- total:	\$39,750.00	Sub-total:	
\ \ \	·	Date	06/04/18			Product Total	\$71,340.00	Product Total	\$64,300.01	Product Total	
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_[ed by:	Annette Wesley		TOTAL	\$71,460.00	TOTAL		TOTAL	-
		Witne		Michelle L. McKenzie					ADJUSTED	1	
,		Witne	ss:	Craig Weller & Ken Martin				1	rounding	1	
L			J		1	L					

BISTabels

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		Bob Erdelen	rerdelen@lenovo.com	734-331-0676
Leonard Bros. Data Management, Inc. Org. Number: 557731	620 Woodward Heights Ferndale, Michigan, 48220 United States	Paul Leonard	pleonard@leonardbros.com	248-542-1131 ext 6921
		Paul Leonard	pleonard@leonardbros.com	248-591-6921
LESLIE ELECTRIC COMPANY Org. Number: 556251	85 OAKLAND AVENUE PONTIAC, Michigan, 48342	Steve Asbury	dfmezak@yahoo.com	248-332-9106
· · · · · · · · · · · · · · · · · · ·	United States	Dave Mezak	dfmezak@yahoo.com	248-332-9106
		Steve Asbury	patrol@ameritech.net	248-332-9106
Macprofessionals Org. Number: 561714	23231 Industrial Park Dr, Suite B Farmington Hills, Michigan, 48335	Melissa Mosley	mmosley@macprofessionals.com	248-893-0738 ext. 114
	United States	Lisa Glush	lisa@macprofessionals.com	248-893-0738
ManagedWay Company Org. Number: 563724	24275 Northwestern Hwy, Ste. 100 Southfield, Michigan, 48075 United States	Reese Serra	bids@managedway.com	586-615-0756
Org. Number: 300724		Reese Serra	rs@serralegal.com	586-615-0756
Maxwill Solutions & Marketing Org.: Number::899029	5542 Millpointe Dr Waterford, Michigan, 48327 United States	Mike Starobinsky	mike@maxwillsolutions.com	2483101726
MBM Technology Solutions Org. Number: 556130	375 Robbins Drive Troy, Michigan, 48083	Jason Goelde	sales@mbmsolutions.com	248-597-1095 ext. 3118
	United States	Jason Goelde	JGoelde@mbmsolutions.com	248-597-1095 ext 3118
McNaughton - McKay Electric Co. Org. Number: 558443	1357 E. Lincoln Ave. Madison Hights, Michigan, 48071 United States	Ray Smith	mackensr@mc-mc.com	248-399-7500 ext. 2383
	United States	Raymond Smith	smithr@mc-mc.com	734-995-9515
		Skyler Loomis	loomiss@mc-mc.com	248-399-7500
mCubed Staffing Org. Number: 566949	2609 Crooks Rd Troy, Michigan, 48084	Melisa Migliaccio	melisa@mcubedstaffing.com	586-615-8667
	United States	Melisa Migliaccio	melisa@mcubedstaffing.com	586-615-8667
MFM Networks, Inc. Org. Number: 561423	PO box 635 Flushing, Michigan, 48433	michael mattar	mmattar@mfmnet.com	810-471-4553
Org.:Number: 301423	United States	kay lemonds-mattar	kmattar@mfmnet.com	810-471-4553
		michael mattar	mmattar@mfmnet.com	810-471-4553

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Organization	Address	Contact	Email	Phone
NPC Inc. Org. Number: 557196	Old Route 220PO Box 373 Claysburg, Pennsylvania, 16625 United States	Bruce Gochnour	Bruce.Gochnour@npcweb.com	814-239-8787 ext. 1271
		i Bruce Gochnour	Bruce.Gochnour@npcweb.com	814-239-8787 ext. 1271
		Dan Dainty	Dan.Dainty@NPCWEB.COM	814-239-8787
VVINT Services LLC	3240 Hanna Lake Ind Park Dr SE	Ben Stratton	ben.stratton@nvintservices.com	616-275-5581
Org. Number: 568488	Caledonia, Michigan, 49316 United States	Chris Vinton	cvinton@nvint.com	616-275-5000
Office Depot Org. Number: 559876	13301 Stephens Road Warren, Michigan, 48089	Julie Forster	julie.forster@officedepot.com	810-887-9031
org. Number, 335676	United States	Brian Clark	Brian.Clark@officedepot.com	513.604.6301
Open Systems Technologies DE LLC Org. Number: 565664	605 Seward Ave NW Grand Rapids, Michigan, 49504	Philip Anstett	panstett@ostusa.com	248-515-6818
Olg. Namber: 303004	United States	Kate Harms	kharms@ostusa.com	616-588-5048
		Tracy Vandenack	tvandenack@ostusa.com	616-574-3513
Oracle Org. Number: 560136	1910 Oracle Way Reston, Virginia, 20190 United States	Joe Mudroch	joe.mudroch@oracle.com	314-477-4418
		Debbie Vaughn	unknown@no-reply.com	703-364-0925
PCMG, Inc. Org. Number: 556163	6450 Poe Avenue, Suite 200 Dayton, Ohio, 45414 United States	Pam Shamblin	pam.shamblin@pcmg.com	866-310-0183
org. Number, 350 100		Pam Shamblin	pamela.shamblin@pcmg.com	866-310-0214
		Pam Shamblin	pam.shamblin@pcmg.com	888-445-2725
PoliPuzz Solutions LLC Ora Number: 567637	8405 Lakeview Ct. Yosilanti, Michigan, 48198	Domenic Policicchio III	suppliers@polipuzz.com	248-880-3336
Organumber: 307037	United States	Chris Puzzuoli	suppliers@polipuzz.com	313-802-0104
		Domenic Policicchio III	suppliers@polipuzz.com	248-880-3336
Presidio Org. Number: 558454	6355 East Paris Avenue SE Caledonia, Michigan, 49316	Laura A Muysenberg	mwolfgang@presidio.com	6168711500
Org. Number. 556454	United States	Bryan Teipel	bteipel@netechcorp.com	616-871-1500
		Max Wolfgang	max.wolfgang1@gmail.com	616-871-1560
ProVideo Systems, Inc. Org. Number: 556661	26471 Southpoint Rd. Perrysburg, Ohio, 43551 United States	Kevin Olden	kevin@provideosystems.com	419-874-2850 ext. 1805
	United States	Kevin Olden	Kevin@provideosystems.com	419-874-2850 ext. 1805
		Leslie Rayle	leslie@provideosystems.com	419-874-2850 ext. 1804
		Linda Goldsmith	linda@provideosystems.com	419-874-2850 ext. 1802

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Organization	- Address	Contact	Email Email	Phone
Secant Technologies Org. Number: 562062	6395 Technology Ave. Suite A Kalamazoo, Michigan, 49009	Steve Burdick	sburdick@secantcorp.com	269-488-8008
Olg. Number, 302002	United States	Brian Burks	bburks@secantcorp.com	269-488-8075
		Laura Irish	lirish@secantcorp.com	269-377-2843
Sector 7 LLC Org. Number: 564161	30835 W 10 Mile Rd Suite 1002 Farmington Hills, Michigan, 48336	Brian Hernandez	bhemandez@sector7llc.com	248-687-6809 ext. 150
Olg. Number, 304161	United States	Brent Vella	bvella@sector7lic.com	248-687-6809 ext. 250
		Brian Hernandez	Bhernandez@sector7llc.com	248-687-6809 ext. 150
Secure-24, LLC Org. Number: 561762	26955 Northwestern Hwy, # 200	Margaret Rosler	margaret.rosler@secure-24.com	248-854-7404
Org. Number: 561/62	Southfield, Michigan, 48033 United States	Margaret Rosler	margaret.rosler@secure-24.com	248-854-7404
Sehi Computer Products, Inc. Org. Number: 556298	2930 Bond Street	Craig Sehi	craig@sehi.com	800-233-7344 ext. 220
Org. Number: 300296	PRochester Hills, Michigan, 48309 United States	Craig Sehi	Craig@sehi.com	800-233-7344 ext. 220
		Nicki Meller	nicki@sehi.com	231-299-1580 ext. 215
Service Express, Inc	3854 Broadmoor Ave GRAND RAPIDS, Michigan, 49512 United States	Jim Veltman	bvaive@seiservice.com	616-698-2221
Org. Number: 556807		MARK THOMAS	MTHOMAS@SEISERVICE.COM	616-698-2221
		ROB SOMERS	RSOMERS@SEISERVICE.COM	810-732-5823
Shore Pointe Services, LLC Org. Number: 879551	38807 Harper Avenue Clinton Township, Michigan, 48036 United States	Tom Atkins	service@shorepointe.net	5864771869
SMART IT PROS INC	Bigbeaver Rd	David Thomas	dave.thomas@smartitpros.com	734-238-1553
Org. Number: 562610	Troy, Michigan, 48098 United States	David Thomas	dave.thomas@smartitpros.com	734-238-1553
Smart Offices	4650 Moore St	Rob Nichols	c_rob1@msn.com	517-648-7180
Org. Number: 565517	Okemos, Michigan, 48864 United States	Rob Nichols	c_rob1@msn.com	517-648-7180
Sonamore LLC Org. Number: 737095	1195 Skyhawk Blvd Ann Arbor, Michigan, 48103 United States	Erin Milligan	perinmilligan@gmail.com	7344764850
Southern Computer Warehouse (SCW)	1395 South Marietta Pkwy, Bldg 300-106	Julia Stewart	scwbids@scw.com	877-468-6729
Org. Number: 562391	Marietta, Georgia, 30067 United States	Julia Stewart	scwbids@scw.com	877-468-6729
Staples Contract & Commercial, Inc.	17187 N. Laurel Park Drive Suite 220	Bob Najduk	bob.najduk@staples.com	586-940-2293
Org. Number: 558049	Livonia, Michigan, 48152 United States	Bob Najduk	bob.najduk@staples.com	586-940-2293
		John Geurin	staplesfedgovtbiddsk@staples.com	918-669-4695

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Organization	Address	Contact	Email	Phone =
The Jasper Group Org. Number: 560901	1264 Putnam Circle Rochester, Michigan, 48307	Phillip Culmone	pculmone@thejaspergroup.net	248-652-2800
Org. Number, 300901	United States	Cara Bielski	unknown@no-reply.com	248-652-2800
		Phillip Culmone	unknown@no-reply.com	248-652-2800
The OAS Group, Inc. Org. Number: 556485	1748 Northwood Troy, Michigan, 48084	Erik Moin	unknown@no-reply.com	248-269-4050 ext. 222
	United States	Erik Moin	unknown@no-reply.com	248-269-4050
ThrivePOP Org. Number: 914331	200 Viridian Drive Muskegon, Michigan, 49440 United States	Michele Ringelberg	michele@thrivepop.com	8448225016
Tier4-Technical Support Org. Number: 838062	5226 N. US-23 Oscoda, Michigan, 48750 United States	Lary Holland	laryh@tier4ts.com	9895696655 ext. 0318
tri state camera	150 sullivan street	Shmaya Friedlander	shmayaf@tristatecamera.com	212-633-2290 ext. 228
Org. Number: 559868	brooklyn, New York, 11231 United States	Shmaya Friedlander	shmayaf@tristatecamera.com	212-633-2290 ext. 228
Trinity3 Technology Org. Number: 102626	2550 University Ave. W. Ste 315-S St. Paul, Minnesota, 55114 United States	Eric Ogden	eogden@trinity3.com	855-862-5120 ext. 1021
Trivalent Group Org. Number: 562837	3145 Prairie SW Grandville, Michigan, 49418 United States	Joe Tuszynski	jtuszynski@trivalentgroup.com	616-222-9200 ext. 216
Olg. Natiber. 502657		Becky Peuler	bpeuler@trivalentgroup.com	616-301-6437
Trivalent Group Org: Number: 870897	3145 Prairie, Sw Grandville, Michigan, 49418 United States	Byron Hurd	bhurd@trivalentgroup.com	6163016424
UltraLevel	24700 Northwestern Hwy, Ste 101 Southfield, Michigan, 48075	Trisha Butz	tbutz@ultralevel.com	2485957135 ext. 327
Org. Number: 559294	United States	Mark Sabbagh	msabbagh@ultralevel.com	2485957135 ext. 310
· •		Rachel Butz	rbutz@ultralevel.com	2485957135 ext. 334
US Imaging, Inc. Org. Number: 91413	400 S. Franklin Street Saginaw, Michigan, 48607	Rhonda Olson	rolson@us-imaging.com	989-753-7933
Olg. Number. 91413	United States	Alicia Floyd	afloyd@us-imaging.com	9897549949
US Telex Corporation Org. Number: 863137	21555 Melrose Avenue Southfield, Michigan, 48075 United States	lee Clemmons	lee@ustelexcorp.com	8006790117
Valaset Services LLC Org. Number: 564522	38281 Schoolcraft Road, Suite B Livonia, Michigan, 48150	Tom Stroup	tstroup@valaset.com	734-564-0401
	United States	Tom Stroup	tstroup@valaset.com	734-564-0401
VALUE INTEGRATION Org. Number: 567541	Penobscot Building, 645 Griswold, Suite# 1900 Detroit, Michigan, 48226	Tariq Malik	Tariqm@valueintegration.com	313-486-2886 ext. 107
	United States	Tariq Malik	Tariqm@valueintegration.com	313-486-2886 ext. 107

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Organization	Address	Contact	Email	Phone
Zones, Inc. Org. Number: 557366	1102 15th Street SW, Suite 102 Auburn, Washington, 98001	Kevin McGowan	teammi.goved@zones.com	253-205-3596
	United States	Jim Grass	jim.grass@zones.com	253-205-3115
		Kevin McGowan	govedcontracts@zones.com	253-205-3596

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Financial Services – Purchasing Division NOTICE

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

2018 SERVER and STORAGE

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

Firm Name:	
Project Name:	
Firm's Contact Person:	·
Telephone Number:	
Fax Number:	
E-Mail Address:	
Postal Address:	

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

1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the 2018 Server and Storage will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 p.m. Monday, June 4, 2018, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "2018 Server and Storage", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI. 48342.

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

1.2 Examination of Bid Documents

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

1.3 Withdrawal of Bids

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

1.4 Bid Form

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

Non-Discrimination

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

2.2 Indemnification

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

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

Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any

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

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

Payment Terms - Net 30

2.7 General Conditions

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

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

All funds must be quoted in US dollars

2.8 Quotations/Proposals

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

2.9 Minor Deviations

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

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

2.10 Bonds and Insurance

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

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

2.11 Performance Bond

A twenty-five hundred dollar (\$2,500.00) performance bond will be required upon execution of an agreement.

2.12 Payment Bond

No payment bond shall be required unless the City agrees to subcontract.

2.13 Maintenance and Guarantee Bond

No maintenance and guarantee bond shall be required.

2.14 Subcontracting

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

3. DESCRIPTION OF SERVICES

3.1. GENERAL

The City of Pontiac is seeking a qualified bidder to supply the City of Pontiac computer server and storage equipment.

No subsequent adjustment in proposed price will be allowed because of Contractor's failure to understand the nature or scope of the work.

The Scope of Work shall include, but not be limited to providing <u>Server and Storage</u> equipment and services. The successful bidder shall demonstrate past experience in computer hardware sales for at least two years.

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

FORM OF PROPOSAL

To: City of Pontiac, Michigan	, 2018
To All Here Present:	
Having carefully examined the specifications of the informed in regard to the conditions to be met in the property and having read and examined the Instructions to Bidders Conditions, Plans and Specifications pertaining to this wo accordingly, the undersigned proposes to furnish all the mas necessary in full accordance with and conformity to the now on file in the office of the City's at and for the follow	secution and completion of the work, s, Agreement, Bonds, General rk and agreeing to be bound naterials, labor, and other equipment e plans and specifications for this work
NOTE: This proposal is solicited on a unit price and lump	sum basis for equipment.
THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT A AND THAT ALL INFORMATION REQUESTED IS COMPLETE. REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMIT PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.	LL PAGES ARE COMPLETELY FILLED OUT FAILURE TO DO SO MAY BE CAUSE TO
BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDER	NDUM: (if issued)
Addendum # Dated	
Addendum # Dated	

CITY OF PONTIAC - BID PROPOSAL

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

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

4	
Cell <u>#</u>	
	Cell #

The City of Pontiac is a tax-exempt Michigan municipal corporation and is exempt from sales tax. Exemption certificate can be provided upon request.

CONTRACT FOR [TYPE OF SERVICE]

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

[INSERT PAYMENT TERMS PER CONTRACT]

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

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

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide [TYPE OF SERVICE].

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

[INSERT SPECIFICS OF RFP HERE]

- 6) <u>Insurance</u>. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
 - a) <u>Workers' Compensation Insurance</u>. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
 - b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent: (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
 - c) Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. Coverage maintained by contractor shall be primary over any other insurance carried by the City of Pontiac
 - e) <u>Cancellation Notice</u>: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
 - f) <u>Proof of Insurance Coverage</u>: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.

false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

- 8) <u>Disclosure of confidential information</u>. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) <u>Default</u>. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified:
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;

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

Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

- 20) <u>Priority</u>. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after

under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) <u>Termination for default clause</u>.

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

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

- 34) <u>Taxes and Contributions</u>. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:
 - a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

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

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

- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

ADDENDUM NO. 1 DATED 05/31/2018 TO THE REQUEST FOR BIDS FOR 2018 Server and Storage

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

Changes to the MITN solicitation:

On page 12 of the bid document

Form of Proposal

To change an error on a Quantity:

urem:	râiy.	Manu PART	DESCRIPTION AND ASSESSMENT
2	6	H8QF0E	Foundation Care 24x7 Service - extended service agreement - 3 years - on-site

The QTY needs to be changed to "3" (three)

2 H8QF0E Foundation Care 24x7 Service - extended service agreement - 3 years - on-site

All other terms and conditions of the remaining Request for Bids remain the same.

Michelle McKenzie
Purchasing Agent
City of Pontiac
MMcKenzie@pontiac.mi.us
248-758-3120

*NOTE — If your company has already submitted a bid:

- 1. A change can be sent through next day delivery service (USPS, UPS, FedEx, DHL, Etc...) Please put "CHANGE TO BID" on the outside of the delivery envelope/parcel.
- 2. OR, during the bid opening the price will be adjusted to reflect three (3) quantity pricing.



DEPARTMENT OF COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Honorable City Council

FR: Garland Doyle, M.P.A., CNP

Deputy Director, Community Development Department

THRU: Jane Bais DiSessa

Deputy Mayor

DA: June 14, 2018

RE: Public Hearing for Reprogramming of Community Development Block Grant Program

Year 2016 Funds

We are requesting that the City Council approve the reprogramming of \$75,000 from Employment and Training to Public Services (General-Yard Services) so the City can implement a program for low-income seniors. We will provide snow removal, lawn mowing and dangerous tree removal for seniors. Prior to the City Council voting to approve the reprogramming, a public hearing will need to be held. We are required to inform the public at least 10 days prior to the public hearing. In order to meet this notice requirement, we are requesting that your honorable body set the public hearing for July 17, 2018. I have attached a copy of the public hearing notification that the City Clerk will have to publish in the paper.

We are requesting that you adopt the following resolution at your June 26, 2018 meeting in order for us to meet the public hearing notice requirement.

Resolved that the Pontiac City Council schedules a public hearing on the Reprogramming of Community Development Block Grant Program Year 2016 funds \$75,000 from Employment and Training to Public Services (General-Yard Services) on July 17, 2018.



City of Pontiac City Council Notice of Public Hearing Community Development Block Grant Funds

NOTICE IS HEREBY GIVEN that in accordance with Community Development Block Grant (CDBG) requirements a Public Hearing will be held by the City of Pontiac at Pontiac City Hall on Tuesday, July 17, 2018 at 6:00 p.m. at the City Council Chambers in City Hall 47450 Woodward Avenue, Pontiac MI 48342 to receive written and verbal comment regarding the reprogramming of federal CDBG funds as follows:

Exisiting-2016 Program Year

Activity Number

731941

Activity Description

Employment and Training

Amount

\$75,000.00

Proposed-2016 Program Year

Activity Number

732170

Activity Description

Public Services (General-Yard Services)

Amount

\$75,000.00

Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving a 72-hour advanced notice. Please contact Garland Doyle at (248) 758-3030 for special services.

Sheila Grandison, Acting City Clerk Garland S. Doyle, M.P.A., CNP, Deputy Director, Community Development Published (Oakland Press, June 28, 2018)



Mayor Deirdre Waterman

MEMORANDUM

TO:

Honorable Mayor, Council President, and City Council

FROM:

Arthur F. Mullen, AICP - Interim City Planner

Through the Office of Deputy Mayor - Jane Bais-Disessa

SUBJECT:

ZMA 18-05

Zoning Map Amendment Request

339 S. Paddock Street - PIN 64-14-33-179-001

R-1 One Family Dwelling District to M-1 Light Manufacturing District

DATE:

June 13, 2018

Analysis of Petition

The City is in receipt of a request from Charles Corkum on behalf of the Michigan Land Bank Fast Track Authority to rezone approximately 1.7 acres of land located on the eastside of S. Paddock Street to the south Osum Street from R-1 One Family Dwelling District to M-1 Light Manufacturing District. According to the completed Application for Zoning Map Amendment, the applicant proposes to construct a one-story 12,000 square foot car storage building.

The applicant's proposed use is determined to be a Wholesale Storage/Distribution Principal Permitted Use, which is a permitted use within the M-1 Light Manufacturing District. If the zoning map amendment is approved, the applicant will be required to complete a full site plan review per Section 6.204 to obtain site plan review approval prior to receiving building permits.

The subject site is designated as Entrepreneurial: Residential, Commercial, & Green Land Use Category. This land use category is designed to provide flexibility to encourage the positive reuse of vacant or underutilized properties in strategic locations around the City. This request complies with these Master Plan goals for this land use category including allowing flexibility to attract creative entrepreneurs to redevelop vacant sites. With the M-1 Concourse project located nearby, the City has seen a large number of collectable automobile related businesses desiring to locate near the facility. This site is located two blocks away, and the applicant's goal is to leverage this location to rent vehicle storage to owners of classic and collectable vehicles.

The site was formerly zoned industrial, and it was used by industrial users from the turn of the 20th Century until a commercial use took over a portion of the site. After the parcel was foreclosed upon by

the Michigan Land Bank Authority, they requested that the subject site be rezoned to R-1 One Family Dwelling Residential that is in keeping with the surrounding land uses to the north and south of the site.

After the City rezoned the parcel, environmental testing was conducted on the subject site, and the Phase 2 and further soil testing indicated that the site would not be suitable for residential development. The applicant has a conditional sale with the Michigan Land Bank Authority, and the sale cannot be consummated unless this rezoning petition is granted by the City.

Per the review requirements found in Sec. 6.804 of the Zoning Ordinance, the Planning Commission found compliance with the review requirements and recommends that the applicant's rezoning request be approved for the subject site.

ZMA 18-05 - Zoning Map Amendment

Address: 339 S. Paddock Street Parcel: 64-14-33-179-001

Resolution

Whereas, The City has received an application for a Zoning Map Amendment for 339 S. Paddock Street, identified as PIN 64-14-33-179-001 from Charles Corkum on behalf of Michigan Land Bank Fast Track Authority, and the applicant's petition is for the rezoning of the aforementioned parcel; and

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

Whereas, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, 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 June 6, 2018, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment request for 339 S. Paddock Street, approving the change from the current R-1 One Family Dwelling District zoning to M-1 Light Manufacturing District; 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 18-05) request for 339 S. Paddock Street, also known as PIN 64-14-33-179-001, to amend the current site zoning from R-1 One Family Dwelling District zoning to M-1 Light Manufacturing District.

339 S. Paddock Street





Mayor Deirdre Waterman

MEMORANDUM

TO: Honorable Mayor, Council President, and City Council

FROM: Arthur F. Mullen, AICP – Interim City Planner

Through the Office of Deputy Mayor – Jane Bais-Disessa

SUBJECT: ZMA 18-06 Zoning Map Amendment Request

1000 Vanguard Drive - PIN 64-14-19-351-022

MUD Mixed Use Development District to M-1 Light Manufacturing

District

DATE: June 13, 2018

Analysis of Petition

The City has received a request from Butzel Long, PC on behalf of the Stetzer Properties/Pontiac Community Investment to rezone approximately 50 acres of land located at the eastern end of Vanguard Drive (part of the site of the former Eastern Michigan Asylum) from MUD Mixed Use District to M-1 Light Manufacturing District. According to the completed Application for Zoning Map Amendment, the developer proposes to construct an 82,700 square foot freight terminal with an additional approximately 27,000 square foot addition in phase two.

The applicant's proposed use is determined to be a Terminal/Freight Principal Permitted Use, and this type of use is permissible in an M-1 Light Manufacturing District as-a-right. If the zoning map amendment is approved, the applicant will be required to complete a full site plan review per Section 6.204 to obtain preliminary site plan review.

The subject site is designated as the Civic Future Land Use Category. This site was rezoned in 2000 after the demolition of the Eastern Michigan Asylum with this Civic land use category included in the subsequent Master Plan land use amendment in 2008. The Civic use was envisioned for expansion of the Oakland County municipal campus. Oakland County has sufficient space on its campus for expansion so the subject site's use of the MUD district is not necessary for expansion of Civic uses. In addition, the subject site's non-central location would not be conducive to other Civic land uses either.

Per the lack of development interest over the last nearly 20 years for the site and with the goals of the Master Plan to take advantage of Pontiac's central location and focus on job creation efforts, this request complies with the 2014 Master Plan general vision and goals.

The subject site and abutting property to the south and west are zoned MUD Mixed Use District which were part of the former Eastern Michigan Asylum property. The Oakland County complex to the northwest is zoned GOT Government Office Technological District. The railroad yard abutting the parcel to the northeast is zoned M-1 Light Manufacturing District.

In the MUD requirements found in Sec. 3.704.D, it does permit light industrial uses that shall not exceed 45% of the district's area. The subject site is only approximately 23% of the entire district's area, ensuring compliance with the intent and the size and placement requirements found within this section for the former Eastern Michigan Asylum site, and the rezoning complies with these goals.

Per the review requirements found in Sec. 6.804 of the Zoning Ordinance, the Planning Commission found compliance with the review requirements and recommends that the applicant's rezoning request be approved for the subject site.

ZMA 18-06 - Zoning Map Amendment

Address: 1000 Vanguard Drive Parcel: 64-14-19-351-022

Resolution

Whereas, The City has received an application for a Zoning Map Amendment for Parcel ID Number 64-14-19-351-022, also known as 1000 Vanguard Drive, from Butzel Long, PC for Stetzer Properties/Pontiac Community Investment, LLC, and the applicant's petition is for the rezoning of the aforementioned parcel; and

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

Whereas, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, 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 June 6, 2018, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment request for PIN 64-14-19-351-022, approving the change from the current MUD Mixed Use District zoning to M-1 Light Manufacturing District; 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 18-06) request for PIN 64-14-19-351-022, to amend the current zoning from MUD Mixed Use District zoning to M-1 Light Manufacturing District.

PIN 64-14-19-351-022





Mayor Deirdre Waterman

MEMORANDUM

TO: Honorable Mayor, Council President, and City Council

FROM: Arthur F. Mullen, AICP – Interim City Planner

Through the Office of Deputy Mayor - Jane Bais-Disessa

SUBJECT: ZMA 18-03 Zoning Map Amendment Request

245 S. Paddock Street - PIN 64-14-33-136-001

R-2 Two Family and Terrace Family Dwelling to R-3 Multiple Family

Dwelling

DATE: June 13, 2018

Analysis of Petition

The City is in receipt of a request from CityBuild on behalf of the developer Paddock Manor Limited, LDHC to rezone approximately 3.12 acres of land located on the east side of S. Paddock Street between Willard Street on the north and Cottage Street from R-2 Two Family and Terrace Family Dwelling District to R-3 Multiple Family Dwelling District. According to the completed Zoning Map Amendment application, the applicant proposes to redevelop the West Manor Apartments into a multi-faceted 85 unit senior housing development.

The applicant's proposed use is determined to be a Multiple Family Apartment Use, and this type of use is permissible in an R-3 Multiple Family Dwelling District. The proposed project will also include Assisted Living and Nursing Home Uses at the site, both which require Special Exception Permits to allow these uses within the R-3 Multiple Family Dwelling District. The two necessary Special Exception Permits were granted by the Planning Commission approving at its June 6, 2018 meeting. If the zoning map amendment is approved by City Council, the applicant will be required to complete full site plan review per Section 6.204 prior to receiving any building permits.

The subject site is designated as Entrepreneurial: Residential, Commercial, & Green Land Use Category. This land use category is designed to provide flexibility to encourage the positive reuse of vacant or underutilized properties in strategic locations around the City. This request complies with these Master Plan goals for this land use category including allowing flexibility to attract creative entrepreneurs to redevelop vacant sites.

The developer is proposing constructing a full service multi-faceted senior development that provides a wide range of housing services. The applicant has described that the previous building was too small to financially be able to provide a full-range senior housing facility because the previous development only had 45 unit. It is this rationale that the applicant is using to support their request to allow for a larger building with more units.

A public hearing was held at the June 6, 2018 Planning Commission with no one speaking for or against the proposal during the hearing. Per the review requirements found in Sec. 6.804 of the Zoning Ordinance, the Planning Commission has found compliance with these review requirements and recommends that the applicant's rezoning request be approved for West Manor Apartments redevelopment project.

ZMA 18-03 - Zoning Map Amendment

Address: 245 S. Paddock Street Parcel: 64-14-33-136-001

Resolution

Whereas, The City has received an application for a Zoning Map Amendment for 245 S. Paddock Street, identified as parcel (64-14-33-136-001) from CityBuild on behalf of Paddock Manor Limited, and the applicant's petition is for the rezoning of the aforementioned parcel and the redevelopment of West Manor Senior Apartment site; 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

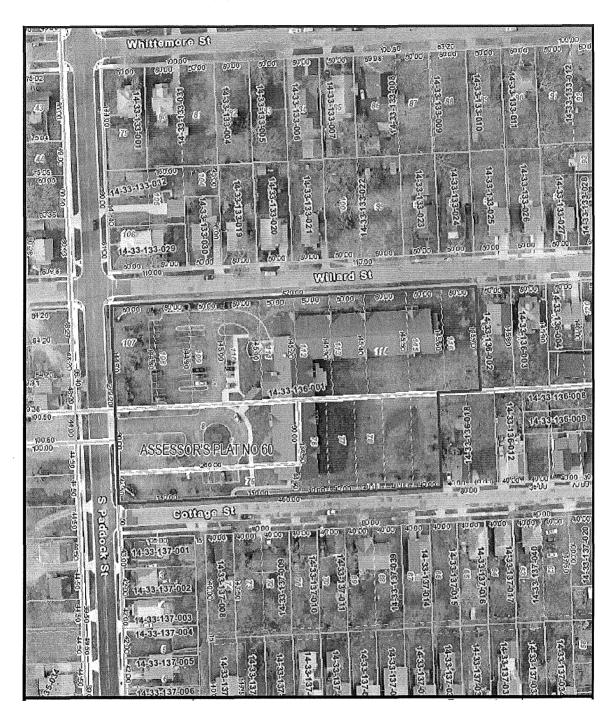
Whereas, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning 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 June 6, 2018, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment request for 245 S Paddock Street, approving the change from the current R-2 Two Family and Terrace Family Dwelling District zoning to R-3 Multiple Family Dwelling District; 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 18-03) request for 245 S. Paddock Street, also known as PIN 64-14-33-136-001, to amend the current zoning from R-2 Two Family and Terrace Dwelling District zoning to R-3 Multiple Family Dwelling District.

235 S. Paddock Street





Mayor Deirdre Waterman

MEMORANDUM

TO: Honorable Mayor, Council President, and City Council

FROM: Arthur F. Mullen, AICP – Interim City Planner

Through the Office of Deputy Mayor - Jane Bais-Disessa

SUBJECT: Neighborhood Revitalization Plan – for the study area including portions of

Districts 1 and 2

Historic District Commission Recommendation

DATE: June 13, 2018

Analysis of Resolution

The following resolution has been reviewed by the Pontiac Historic District Commission at its June 12, 2018 meeting regarding a Michigan State Senate Bill (SB 469) and companion State House Bill (HB 5178) that would reestablish the Michigan State Historic Tax Credits. The commission unanimously approved recommending that the Pontiac City Council pass this resolution and forward it the State of Michigan Legislative leadership and to the governor.

In 2011, Governor Synder eliminated the existing Michigan State Historic Tax Credit that had been established in 1999. This action was due to state cost cutting efforts. The Michigan State Historic Tax Credit is available as a five percent (5%) increase to the Federal Historic Tax Credit for income producing properties listed on the National Register of Historic Places. This allows commercial property owners to be able to take advantage of a combined twenty-five percent (25%) historic tax credit for the rehabilitation of historic buildings. Owner-occupied residential properties listed on the National Register are not eligible for the Federal historic credits, but they would be eligible to take a full twenty-five percent (25%) state credit on eligible rehabilitation expenses.

The City of Pontiac has actively supported historic preservation activities within the City since before the City adopted its historic preservation ordinance in 1983. In the same year, it designated Fairgrove Historic District as the City's first historic district. Since that time, an additional five historic districts and six historic sites have been designated as local landmarks by the City.

The Michigan Historic Preservation Network has led a coalition of interested groups in advocating for the reestablishment of the State Tax Credit. These historic credits are great economic redevelopment tools in

older communities where more historic resources are located. The credits allow developers to build equity while closing the "financing gap" that often happens with the rehabilitation of historic buildings.

In Pontiac, the state historic credit would be a powerful redevelopment tool as it would provide financial incentives for property owners within the local historic districts to rehabilitate their homes to the Secretary of the Interior's Standards for Rehabilitation. Currently, there are no incentives available for owner-occupied homes, and many of the city's residents struggle to be able to afford rehabilitation to the Federal standards. This credit would be significant tool for the Historic District Commission to be able to encourage property owners to properly repair their homes to the standards.

This resolution would publicly demonstrate Pontiac's support for the reestablishment of the State Historic Tax Credits and for local historic preservation efforts statewide.

Historic District Commission – Michigan State Historic Tax Credit Resolution of Support Senate Bill 469/House Bill 5178

Resolution

Whereas, The historic buildings, neighborhoods, and places in Michigan's villages, towns, and cities distinguish each community and provide character and a sense of place that contributes significantly to the quality of life and economic benefits enjoyed in and by each community; and

Whereas, The City of Pontiac passed its Local Historic District Commission ordinance in 1983 to protect significant local historic resources and continues to value and protect its built heritage; and

Whereas, The preservation and rehabilitation of historic buildings, places, and neighborhoods contributes to the beauty, character, and economic vitality of Michigan communities, and

Whereas, The labor intensive nature of historic rehabilitation creates jobs and investment in local businesses and has been proven to generate more economic activity than equivalent investments in new construction; and

Whereas, Michigan has measured the economic impacts of the former Michigan Historic Tax Credit programs between their enactment in 1999 and their elimination in 2011 and seen significant positive direct impacts on the revitalization of neighborhoods and communities, the preservation and creation of affordable and market-rate housing, the creation of skilled local jobs, and the subsequent private investment in areas surrounding tax-credit-driven revitalization projects, and

Whereas, Each \$1.00 of credit issued leverages \$11.37 in direct economic impact, such that the former Michigan Historic Tax Credit programs during their twelve-year history leveraged \$251 million in Federal historic tax credits that otherwise would not have returned to Michigan, spurred \$1.46 billion in direct rehabilitation activity, and created 36,000 jobs; and

Whereas, The passage of the State Historic Tax Credit would be available for historic single family property owners within the City of Pontiac and would enable property owners to be able to expend additional funds on preservation projects within our community; and

Whereas, The Michigan Legislature is presently considering Senate Bill 469 and House Bill 5178 that would reinstate an up-to-25 percent investment tax credit for owners of historic residential and commercial properties who substantially rehabilitate their properties;

Now, Therefore, Be It Resolved, That the Pontiac City Council endorses and supports both Senate Bill 469 and House Bill 5178 and calls upon the Michigan Legislature to pass this important legislation and Governor Synder to sign it, in order to stimulate appropriate development and redevelopment and protect the historic character and quality of life of our communities; and

Be It Further Resolved, That a copy of this Resolution be forwarded to the Michigan Historic Preservation Network.