



**PONTIAC CITY COUNCIL  
STUDY SESSION  
September 11, 2018  
6:00 P.M.  
46<sup>th</sup> Session of the 10<sup>th</sup> 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

Amendments to and Approval of the Agenda

Approval of the Minutes

1. Journal of September 4, 2018.

Closed Session

2. Resolution to go into closed session to discuss cases for Ottawa Towers vs. the City of Pontiac and CPREA vs. the City of Pontiac.

Deputy Mayor Report or Departmental Head Report

Public Comment

**Review Agenda Items for City Council Consideration**

3. Resolution to authorize Mayor to purchase five vehicles (Chevrolet Cruze) to administer the Code Enforcement Division, from Berger Chevrolet. (defer from 8/14/18)
4. Approval of the Emergency Ordinance to provide for a limited increase in pension payments for certain members of the City of Pontiac Police and Fire Retirement System.
5. Resolution to authorize Mayor to enter into a contract in the amount of \$90,260.00 with Nichols Heating and Cooling for Boiler Replacements for Ottawa Park Cemetery, Fires Station #6 and Fire Station #9.
6. Resolution recommended by the Planning Commission for a Zoning Map Amendment (ZMA 18-06) request for Pin 64-14-19-351-024 to amend the current zoning from Mixed Use District (MUD) zoning to M-1 Light Manufacturing District.
7. Request to schedule a Public Hearing on September 18, 2018, to consider the formal IFT application for Peninsula Plastics 1200 Auburn Rd, Pontiac, Michigan.
8. Resolution to approve the Municipal Services Agreement and Development Agreement between the Hamilton Limited Divided Housing Association Limited Partnership and the City of Pontiac and authorize the Mayor to execute agreements on behalf of the City.
9. Introduction of an Ordinance to establish a PILOT for Winston Common, 69 Douglas, Pontiac, MI.

Adjournment

September 4, 2018

**Official Proceedings  
Pontiac City Council  
45<sup>th</sup> Session of the Tenth Council**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday September 4, 2018 at 6:00 P.M. by President Kermit Williams.

Call to Order at 6:00 p.m.

Invocation – Pastor Matlock

Pledge of Allegiance

Roll Call

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

Members Absent: Miller and Pietila.

Mayor Waterman was present.

Clerk announced a quorum.

18-329        **Excuse Councilperson Gloria Miller and Mary Pietila for personal reasons.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

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

No: None

**Motion Carried.**

Councilwoman Gloria Miller arrived at 6:03 p.m.

18-330        **Approval of the Agenda.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

**Motion Carried.**

18-331        **Journal of August 28, 2018.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Waterman, Williams and Carter

No: None

**Motion Carried.**

Subcommittee Reports (If Needed) – Councilwoman Doris Taylor-Burks/DPW Report.

Special Presentation – The Levine La Group PPLC, Mary P. Levine, Affordable housing Using LIHTC.

**President Williams opened public hearing on establishing an Industrial Facilities Tax Exemption (IFT) Plant Rehabilitation District for Peninsula Plastics Company Inc., at 6:52 p.m.**

September 4, 2018

One individual addressed the body during the public hearing.

1. Billie Swazer, 1619 Marshbank Pontiac, MI. She said she is sick and tired of all these tax breaks for new businesses. I would like to have a tax break too. She opposes to this IFT.

**President Williams closed public hearing at 6:56 p.m.**

**18-332 Resolution to establish an Industrial Facilities Tax Exemption (IFT) Plant Rehabilitation District for Peninsula Plastics Company, Inc., at 1200 Auburn Ave., Pontiac, MI.**  
Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

Whereas, Peninsula Plastics has submitted an application for an Industrial Facilities Tax (IFT) Exemption Certificate to rehabilitate 1200 Auburn Ave; and

Whereas, application has been sent to the Office of the City Clerk for certification; and

Whereas, written notice by certified mail has been given to the owners of all real property within the proposed Plant Rehabilitation District; and

Whereas, a public hearing on the establishment of the Plant Rehabilitation District has been held before the Pontiac City Council at a regular City Council Meeting held on September 4, 2018 at 6:00 p.m. in the evening in the City Council Chambers at Pontiac City Hall, Pontiac, Michigan, and the owners of all real property within the proposed Plant Rehabilitation District and any other resident or non-resident of the City of Pontiac were afforded the opportunity to appear and be heard.

Now, Therefore, Be It Resolved, that pursuant to PA 198 of 1974, as amended, the Pontiac City Council does hereby establish a Plant Rehabilitation District consisting of the following described land:

Part of Lot 1 of "A.P. No. 141", a subdivision of part of Section 34, T. 3N., R.10E., City of Pontiac, Oakland County, Michigan, as recorded in Liber 54A of Plats on Pages 99 and 99A (Oakland County Records), and being more particularly described as follows:

Commencing at the Northeast corner of said Lot 1 of "A.P. No. 141", thence S. 88° 03' 50" W., along the Southerly line of Auburn Road (66 feet wide), 830.00 feet to the point of beginning; thence S. 01° 56' 10" E., 1158.87 feet; thence S. 70° 32' 35" W., 1454.28 feet; thence N. 18° 56' 20" W., 75.63 feet; thence N. 10° 19' 46" W., 541.95 feet; thence N. 01° 43' 10" W., 488.21 feet; thence N. 14° 13' 33" E., 70.00 feet; thence N. 53° 57' 08" E., 190.31 feet; thence N. 67° 33' 35" E., 190.00 feet; thence N. 58° 08' 15" E., 375.73 feet; thence N. 14° 46' 12" W., 73.88 feet to a point on the Southerly line of Auburn Road; thence N. 88° 03' 50" E., along side Southerly line of Auburn Road, 821.96 feet to the point of beginning.

Commonly known as: 1200 Auburn Avenue, Pontiac, MI 48341

Tax ID: 14-34-201-012

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

No: Miller

**Resolution Passed.**

**18-333 Defer for one week the authorization for Mayor to purchase 5 vehicles to administer the Code Enforcement Division from Berger Chevrolet.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.



September 4, 2018

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

No: None

**Motion Carried.**

18-334        **Resolution to approve Mayoral recommendation to reappoint the following individuals to the Planning Commission.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

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

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

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

Now, Therefore, Be It resolved, that the based upon the recommendation of the Mayor, that the City Council reappoint the following individuals to the terms noted below:

- Ashley Fegley – July 1, 2016 to June 30, 2019
- Lucy Payne – July 1, 2017 to June 30, 2020
- Christopher Northcross – July 1, 2018 to June 30, 2021
- Dayne Thomas – July 1, 2016 to June 30, 2019

Ayes: Woodward

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

**Resolution Failed.**

18-335        **Resolution for the American Legion Cook-Nelson Post 20's 98<sup>th</sup> Anniversary.** Moved by Councilperson Woodward and second by Councilperson Waterman.

Whereas, It is with warm and sincere gratitude that we graciously recognize the American Legion Cook-Nelson Post #20's, 98 years of illustrious service to veterans, service members and the community; and,

Whereas, the American Legion was chartered by Congress in 1919 as a patriotic veterans organization, focusing on service to veterans, service members and communities; and,

Whereas, the American Legion evolved from a group of war-weary veterans of World War I into one of the most influential nonprofit groups in the United States with membership swiftly escalating to over 1 million, and local posts springing up across the country; and,

Whereas, today, membership stands at over 2.4 million in 14,000 posts worldwide as the posts are organized into 55 departments: one for each for the 50 states, along with the District of Columbia, Puerto Rico, France, Mexico and the Philippines; and,

Whereas, the American Legion Cook-Nelson Post #20 is located in Pontiac, is considered a historical site and is one of Michigan's oldest African American Post; and,

Whereas, the American Legion Cook-Nelson Post #20 is named after Captain James C. Cook and Lieutenant Elmer B. Nelson; and,

Whereas, the American Legion Cook-Nelson Post #20 has remained steadfast in its efforts to influence social change, obtain benefits for veterans and create important programs for children and youth; and,

Whereas, the American Legion Cook-Nelson Post #20 hosts many annual community projects under the leadership of Commander Joe Carr and Auxiliary President Sandra Carter, the projects include, in the month of February, the Black History Tea, which showcases leadership and children in Pontiac, in April, Spring in to Reading, encourages children to read, in June, the Michigan Veterans Foundations are provided toiletries, tea and clothing, in October, Breast Cancer Awareness Seminars are hosted and both

September 4, 2018

men and women are invited, in November, baskets are given to four families in need and in December, two families are adopted and provided food and gifts for Christmas.

Therefore, Be It Resolved, that we the members of the Pontiac City Council on behalf of the Citizens of Pontiac, hereby honor and salute the American Legion Cook-Nelson Post #20, for truly enriching the lives of families and individuals in our community; Happy 98th Anniversary.

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

No: None

**Resolution Passed.**

Councilman Don Woodward left meeting at 8:28 p.m.

Five (5) individuals addressed the body during public comment.

Honorable Mayor Deirdre Waterman Reported.

Acting City Clerk Sheila R. Grandison, City Attorney Anthony Chubb, Councilwoman Doris Taylor-Burks, Councilwoman Patrice Waterman, Councilwoman Gloria Miller, President Pro-Tem Randy Carter and President Kermit Williams made closing comments.

President Kermit Williams adjourned the meeting at 9:03 p.m.

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SHEILA R. GRANDISON  
ACTING CITY CLERK

**City of Pontiac**

**Pontiac City Council**

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

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

Therefore, Be It Resolved that the Pontiac City Council recesses into closed session for the purpose of consulting with its attorney regarding settlement strategy in the litigation cases for:

1. Ottawa Towers, et. al. vs. City of Pontiac, et. al., Oakland County Circuit Court, Case No. 14-139761-CC and
2. CPREA vs. City of Pontiac, et. al. U.S. District Court Eastern District of Michigan, Case No. 12-CV-12830.



# CITY OF PONTIAC

OFFICIAL MEMORANDUM

*Executive Branch*

**TO:** Honorable City Council President and City Council Members  
**FROM:** Jane Bais-DiSessa, Deputy Mayor  
**CC:** Mayor Deirdre Waterman, John Balint, Acting DPW Director  
**DATE:** August 31, 2018  
**RE:** Code Enforcement Officer Vehicle Purchase – Options

As a follow-up to Council's code enforcement vehicle discussion at last week's Study Session, the following options are presented for your consideration

**Option 1 (Original Proposal):**

<b>Quantity &amp; Type Of Vehicle</b>	<b>Individual Price w/Options</b>	<b>Total Cost</b>
[5] Cruze:	\$15,986	\$79,930
<b>Grand Total:</b>		<b>\$79,930 [\$10,070 under Budget]</b>

**Option 2:**

<b>Quantity &amp; Type Of Vehicle</b>	<b>Individual Price w/Options</b>	<b>Total Cost</b>
[1] Silverado:	\$30,235	\$30,235
[4] Cruze:	\$15,986	\$63,944
<b>Grand Total:</b>		<b>\$94,179 [\$4,179 over Budget]</b>

**Option 3:**

<b>Quantity &amp; Type Of Vehicle</b>	<b>Individual Price w/Options</b>	<b>Total Cost</b>
[2] Silverado:	\$30,235	\$60,470
[3] Cruze:	\$15,986	\$47,958
<b>Grand Total:</b>		<b>\$108,428 [\$18,428 over Budget]</b>

The following resolution is proposed (Note: Type of vehicles and cost to be selected at the City Council meeting):

*WHEREAS, the City of Pontiac has reviewed pricing provided by Oakland County MiDeal and determined the vehicles required to perform upcoming work; and*  
*WHEREAS, City staff has reviewed the vehicles and equipment and determined the listed items to be adequate for the upcoming work, and;*

*NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council authorizes the Mayor to purchase five vehicles (\_\_\_\_ Chevrolet Cruze and \_\_\_\_ Silverado) for a total cost of \$\_\_\_\_; in order to administer the Code Enforcement Division, from Berger Chevrolet.*

RECEIVED  
2018 SEP -7 PM 1:48  
PONTIAC CITY CLERK

MODEL:	2018 CHEVROLET CRUZE		DEALER INFORMATION	
Body Style:	1SB LS AUTO		Name:	Berger Chevrolet
NOTE: Model Should include STANDARD PACKAGING, unless otherwise indicated below.			Address 1:	2525 28th Street SE
			Address 2:	Grand Rapids MI 49512
			Contact:	Bob Evans
			Telephone:	616-949-5200
Standard Equipment Plus			COST	
PLUS TITLE FEE				
MINUS TOTAL			\$	-
STANDARD COST SUBTOTAL			\$	15,567.00
POSSIBLE OPTIONS:				
ZLQ	LS Fleet Convenience Package		\$	419.00
R9Y	Fleet Maintenance Credit		\$	(57.00)
TOTAL OPTIONS				
			TOTAL COST \$ -	
AUTHORIZED NAME: (Print)		Robert Evans		
AUTHORIZED SIGNATURE:			DATE:	10/10/2017

**CODE ENFORCEMENT VEHICLE(S)**

<b>VEHICLE OPTIONS</b>				
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Cost with Options</b>	<b>Grand Total</b>
1	2018 Chevrolet Silverado Special Service CK 15743, 4WD Standard Box Crew Cab (Standard Equipment Plus)	5	\$30,235.00	\$151,175.00
2	2018 Chevrolet Colorado 4WD 12 M43 Extended Bed (Standard Equipment Plus)	5	\$26,013.00	\$130,065.00
3	2018 Chevrolet Cruze (LS Fleet Convenience Package)	5	\$15,986.00	\$79,930.00

<b>MODEL:</b>		<b>2018 CHEVROLET SILVERADO SPECIAL SERVICE CK 15743</b>		<b>DEALER INFORMATION</b>	
<b>Body Style:</b>		4WD STANDARD BOX CREW CAB		<b>Name:</b>	Berger Chevrolet
NOTE: Model Should include STANDARD PACKAGING, unless otherwise indicated below.				<b>Address 1:</b>	2525 28th Street SE
				<b>Address 2:</b>	Grand Rapids MI 49512
				<b>Contact:</b>	Bob Evans
				<b>Telephone:</b>	616-949-5200
<b>Standard Equipment Plus</b>					<b>COST</b>
5T5	Front Cloth Vinyl Rear Seats				
	PLUS TITLE FEE				
	MINUS TOTAL			\$	-
	STANDARD COST SUBTOTAL				\$ 27,324.00
<b>POSSIBLE OPTIONS:</b>					
PCR	WT Fleet Convenience Package				\$ 327.00
C49	Rear Window Defogger				\$ 201.00
B30	Carpet Floor				\$ 88.00
6E2	Common Key Code				\$ 25.00
5H1	Two Additional Keys				\$ 45.00
9S1	Driver and Passenger Individual Vinyl Seats				N/C
AZ3	40/20/40 Split Bench Seat				\$ 393.00
9L7	Upfitter Switches				\$ 115.00
CGN	Spray on Bed Liner				\$ 436.00
CTD	Cargo Tie Downs				\$ 53.00
AKO	Glass Deep Tinted				\$ 181.00
UF2	LED Lighting Cargo Box				\$ 110.00
DPN	Heated Power Adjustable Vertical Camper Mirrors (req. PCR)				\$ 313.00
9G3	Suspension Package (req. G80 & RC3)				\$ 359.00
R9Y	Fleet Maintenance Credit			\$	(74.00)
G80	Locking Rear Axle				\$ 354.00
FHS	E85 Flex Fuel Capable				\$ 88.00
Z82	Trailer Package				\$ 354.00
JL1	Trailer brake controller				\$ 249.00
NQH	Active Transfer case				\$ 186.00
NZZ	Underbody Shield				\$ 93.00
6J3	Wiring, grille lamps and siren speakers				\$ 166.00
6J4	Wiring, horn and siren circuit				\$ 69.00
9G8	Headlamps, daytime running lamps & automatic headlamp control delete				\$ 44.00
7X6	Spotlamp, left-handed				\$ 480.00
7X7	Spotlamps, left and right-hand				\$ 946.00
RC3	Tires, P265/70R17 all-terrain, blackwall				\$ 176.00
RI8	Tires, P265/65R8 M/T blackwall				N/A
PZX	Wheels, 18" x 8.5" aluminum with high-polished finish				\$ 402.00
	TOTAL OPTIONS				
				<b>TOTAL COST</b>	\$ -
<b>AUTHORIZED NAME: (Print)</b>		Robert Evans			
<b>AUTHORIZED SIGNATURE:</b>				<b>DATE:</b>	10/10/2017

<b>MODEL:</b>	2018 CHEVROLET COLORADO 4WD 12M53		<b>DEALER INFORMATION</b>	
<b>Body Style:</b>	WORK TRUCK/ EXT CAB		<b>Name:</b>	Berger Chevrolet
NOTE: Model Should include STANDARD PACKAGING, unless otherwise indicated below.			<b>Address 1:</b>	2525 28th Street SE
			<b>Address 2:</b>	Grand Rapids MI 49512
			<b>Contact:</b>	Bob Evans
			<b>Telephone:</b>	616-949-5200
<b>Standard Equipment Plus</b>				<b>COST</b>
2WT				
B38	Vinyl Floor			
MYB	Automatic transmission			
	2.5L 4 cylinder			
PLUS TITLE FEE				
MINUS TOTAL			\$ -	\$25,148.00
STANDARD COST SUBTOTAL				
<b>POSSIBLE OPTIONS:</b>				
PCN	WT Convenience package	✓	\$ 447.00	
B30	Carpet Floor		Inc	
AT2	Delete rear seat	\$ (200.00)		
PCX	Work truck appearance package		\$ 393.00	
CGN	Spray on bedliner	✓	\$ 418.00	
2W9	Pickup box delete (req. LGZ, Z82 & G80)	\$ (560.00)		
G80	Locking rear axle		\$ 292.00	
LGZ	3.6L V6		\$ 1,244.00	
R9Y	Fleet maintenance credit	\$ (55.00)		
BJA	Fuel filler kit (req. ZW9)		n/c	
Z82	Trailer package (req. G80 & LGZ)		\$ 229.00	
JL1	Trailer brake controller (req. Z82)		\$ 209.00	
TOTAL OPTIONS				
			<b>TOTAL COST</b>	\$ -
<b>AUTHORIZED NAME: (Print)</b>		Robert Evans		
<b>AUTHORIZED SIGNATURE:</b>				<b>DATE:</b> 10/10/2017



# MEMO

RECEIVED  
2018 AUG 24 PM 12:26  
PONTIAC CITY CLERK

Date: August 24, 2018

To: Mayor Waterman

Cc: Jane Bais DiSessa

From: Plante Moran, Office of Control

Re: Amendment to Emergency Ordinance 2347

Mayor Waterman,

Former Emergency Manager, Louis Schimmel, on August 1, 2013 issued order S-308 that adopted Ordinance 2301 which provided for a \$400 temporary increase in monthly pension payments for the Police and Fire retirees who retired before 1996 (the group that is not part of the VEBA Trust). Last year, the City council and RTAB approved another \$400 temporary increase that expires on August 31, 2018.

Last month the Pontiac City Council approved similar increase for the GERS retirees starting from September 1, 2018 until August 31, 2019 or with the commencement of the health insurance benefit, whichever is earlier.

I am attaching to this memo the emergency ordinance that the City Council must adopt for this temporary increase to take place.

The following resolution is recommended for your consideration:

Whereas, the temporary increase to certain members of the PFRS pension system (pre 1996 retirees) will expire on August 31, 2018; and,

Whereas, the City Council desires to approve another temporary increase from September 1, 2018 to August 31, 2019; and,

Whereas, if the retirees will be provided any type of health insurance benefit prior to August 31, 2019 this temporary increase will end on the date of such change; and,

Whereas, in order for this temporary increase to take place, the Transition Advisory Board must approve the emergency ordinance that provides for such temporary increase; and,

Whereas, the Pontiac City Council considers this an emergency.

Now therefore, an Ordinance to provide limited increase in pension systems members is hereby approved.

## **Ordinance No. XXXX**

### **An ordinance to provide for a limited increase in pension payments for certain members of the City of Pontiac Police and Fire Retirement System.**

Whereas, the temporary increase to certain members (pre 1996 retirees) of the PFRS pension system as mandated by Ordinance 2347 will expire on August 31, 2018; and,

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

Whereas, in order for this temporary increase to continue, the City Council must pass the emergency ordinance to authorize such a temporary increase via amendment of the section 92-122.2 of the PFRS Ordinance, and

Whereas, such ordinance, if approved, will take effect from September 1, 2018 and expire on August 31, 2019, or with the commencement of the health insurance benefit, whichever comes first, and,

Whereas, the Pontiac City Council considers this an emergency.

The City of Pontiac ordains:

#### **Section 1. Amendments.**

The Code of Ordinances shall be amended to read as follows:

- a. Section 92-122.2 shall be amended to add the following language:

##### **Temporary Pension Increase**

"All persons who retired before August 22, 1996, and who are receiving retirement benefits as of September 1, 2018 and who enter pay status through August 1, 2019, shall be entitled to receive an increase in their monthly allowance of four hundred dollars (\$400.00) per month beginning September 1, 2018 through August 31, 2019. Should the City of Pontiac, as the result of litigation or settlement thereto, will provide retiree health insurance to the group or a compensation that is understood as an alternative healthcare benefit, the monthly allowance of \$400 per month ends.

#### **Section 2. Severability.**

If any section, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal,

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

**Section 3. Repealer.**

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

**Section 4. Publication.**

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

**Section 5. Emergency Declaration and Effective Date.**

This Ordinance is declared an emergency to allow the pension recipients to collect the increase authorized in this Ordinance on the date identified in this Ordinance and shall be effective immediately upon adoption by the City Council.

Sherikia L. Hawkins, City Clerk.



RECEIVED  
2018 SEP -7 PM 1:51  
PONTIAC CITY CLERK

September 4, 2018

City of Pontiac  
Attn: Deputy Mayor Jane Bais-DiSessa  
47450 Woodward Avenue  
Pontiac, MI 48340

City of Pontiac Police and Fire Retirement System  
Actuarial Analysis of \$400 Monthly Supplement from September 1, 2018 to August 30, 2019

Dear Deputy Mayor,

As requested by the City of Pontiac, we have estimated the impact of paying a \$400 monthly benefit supplement from September 1, 2018 to August 31, 2019 for participants of the City of Pontiac Police and Fire Retirement System who retired before 8/22/1996.

The \$400 monthly benefit would not be subject to cost of living increases. Based on December 31, 2017 census data, 167 participants are expected to receive the \$400 monthly supplement during this time frame. Liabilities are expected to increase by 0.3% and the annual recommended contribution is expected to increase by approximately \$69,188. The estimated impact as of December 31, 2017 is summarized in the following table:

Valuation Results as of 12/31/2017	Prior to Supplement Extension	After \$400 Supplement	Impact of \$400 Supplement
Accrued Liability	\$ 247,226,144	\$ 247,943,564	\$ 717,420
Actuarial Value of Plan Assets	\$ 228,195,512	\$ 228,195,512	N/A
Unfunded Accrued Liability	\$ 19,030,632	\$ 19,748,052	\$ 717,420
Funded Percentage	92.3%	92.0%	-0.3%
Annual Recommended Contribution	\$1,835,294	\$1,904,482	\$69,188

The Annual Recommended Contribution assumed to apply to the July 1, 2019 Fiscal Year and payable January 1, 2020.

The actuarial assumptions and methods, plan provisions, and participant data used in this analysis are the same as those used in the December 31, 2017 draft actuarial valuation report dated June 28, 2018 for the City of Pontiac Police and Fire Retirement System. As a result, these sections of the report should be considered part of this memo. The impact of the \$400 monthly supplement was calculated assuming a 7.50% interest rate and RP-2014 Blue Collar Mortality Tables with MP-2017 improvement scale projected generationally.

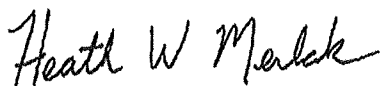
This analysis has been prepared in accordance with generally accepted actuarial principles and practice. Future actuarial measurements may differ significantly from the current measurements presented in this analysis due to such factors as the following:

- plan experience differing from that anticipated by the economic or demographic assumptions;
- changes in economic or demographic assumptions;
- increases or decreases expected as part of the natural operation of the methodology used for these measurements; and
- changes in plan provisions or applicable law.

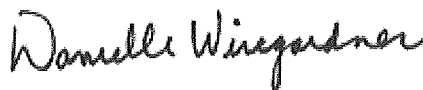
We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement. The undersigned are compliant with the continuing education requirements of the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States.

Sincerely,

**THE NYHART COMPANY, INC.**



Heath W. Merlak, FSA, FCA, MAAA  
Actuary



Danielle Winegardner, FSA, EA, MAAA  
Actuary



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

Executive Branch

RECEIVED  
2018 SEP -7 PM 1:51  
PONTIAC CITY CLERK

**TO:** Pontiac City Council

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

**DATE:** September 7, 2018

**RE:** **Boiler Replacement for Ottawa Park Cemetery, Fire Station #6 and  
Fire Station #9**

The City advertised for bids for Boiler Replacements. The proposals were accepted on August 20, 2017 at 2:00 pm in the office of the City Clerk and publically opened at that time.

The City received three (3) bid proposals and an additional vendor bid with alternate equipment.

The four (4) responsive, qualified bids for the HVAC Replacement for Senior Centers were from:

- Nichols Heating and Cooling \$ 90,260.00
- Clearwater Construction Services (alternate bid) \$ 129,776.00
- Clearwater Construction Services \$ 130,751.00
- Tech Mechanical \$ 144,433.00
- 

The bids were tabulated and checked. Based on the review, the lowest qualified bidder is Nichols Heating and Cooling. The bid amount is \$ 90,260.00. The City of Pontiac has funding for this project in Building Maintenance to pay for the Boiler Replacements at Ottawa Park Cemetery, Fire Station #6 & Fire Station #9.

Ottawa Park Cemetery will be the first unit replaced. The Unit needs to be installed and operational by October 2018.

The installation of boilers for Fire Station #6 & #9 will have a completion date of June 30, 2019.

As such, it is the recommended of the Department of Public Works that the City accepts the bid by Nichols Heating and Cooling and authorize the Mayor or Deputy Mayor to enter into a contract for the Boiler Replacements.

**WHEREAS**, the City of Pontiac advertised and received responses to a request for proposals for Boiler Replacements on August 20, 2018 and publically opened bids; and,

***WHEREAS, a bid tabulation was prepared and reviewed, and,***

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

***WHEREAS, the contract will be granted to Nichols Heating and Cooling. The amount of \$ 90,260.00 is the total bid for any and 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; Nichols Heating and Cooling for Boiler Replacements in the amount of \$ 90,260.00 as budgeted.***

JVB

Attachments

## **BID TAB FOR BOILER REPLACEMENTS**

<b>8-20-18 @ 2:00 PM</b>	Nichols	Clearwater Alternate Bid Liberty Series	Clearwater	Tech Mechanical	
Location	Bid Price	Bid Price	Bid Price	Bid Price	Bid Price
Ottawa Park Cemetery	\$20,490.00	\$27,196.00	\$27,759.00	\$42,737.00	
Waterford Fire Station #6	\$35,280.00	\$51,290.00	\$51,496.00	\$51,630.00	
Waterford Fire Station #9	\$34,490.00	\$51,290.00	\$51,496.00	\$50,066.00	
<b>GRAND TOTAL</b>	\$90,260.00	\$129,776.00	\$130,751.00	\$144,433.00	

This unofficial tabulation is for your information and only included what was read at the bid opening.  
The information has not been evaluated or confirmed.

Present: Michelle L. McKenzie, Purchasing Agent

Opened by:

Mendy Wesley, Clerk's Office

Present:

\_\_\_\_\_



## REFERRAL/RECOMMENDATION FORM

RECEIVED  
2018 SEP -7 PM12:27  
PONTIAC CITY CLERK

DATE: September 5, 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 ☒ Bid Approval ☐ Budget Approval ☐ Cancelled ☐ Other

Bid Analysis and Recommendation for \_\_\_\_\_

The following bid is attached:

Boiler Replacements

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: Boiler Replacements

REMARKS: After a competitive process and a public bid opening, it is recommended  
that Nichols Heating and Cooling be awarded the Boiler Replacement bid.

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

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

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

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

Contractor has met the requirements of the Request For Proposal Bid Documents.
The above named firm has also provided references of the companies where they have performed similar work.
They have the experience and equipment necessary to perform the duties of the RFP.
I have included my advertising list and listing of vendors notified on MITN.
I have included a bid tabulation showing all the bidders and their prices.

Signature of Purchasing Agent:

Michelle McKenzie  
Date: 9-5-18

Approved by:

Signature of Deputy Mayor:

J. B. Dife  
Date: 9.5.18

☒ LARA  
 ☒ CORPS  
 ☒ SAM  
 ☒ Income Tax  
 ☒ Property Info  
 ☒ City A/P  
 ☒ SBA  
☒ MITN Profile  
☒ Website  
☒ Bid Tab  
☒ Vendor List  
☒ RFP  
☒ Addendum

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The license information listed on the LARA website <https://aca3.accela.com/lara> may be recognized as a license and all the authority granted with that specific license. Enforcing agencies should rely on this information to issue permits.

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## License Information:

Boiler Installer 314605

### Licensee Detail

License Type: Boiler Installer

License Status: Issued

License Number: 314605

License State: MI

Name: Randy L Young

Business Type: Boiler Installer

Address: 5690 Dixie Hwy  
Waterford MI 48329

License Issue Date: 12/11/1998

Phone 1: 2486236628

License Expiration Date: 12/31/2018

Phone 2:

FAX:

E-mail: nicholsheatingandcooling@msn.com

DBA:

Business Name: NICHOLS HEATING

### LICENSE CLASSIFICATIONS

License Class: 1B

### › Related Records

### › Public Documents

LARA 1/2

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The license information listed on the LARA website <https://aca3.accela.com/lara> may be recognized as a license and all the authority granted with that specific license. Enforcing agencies should rely on this information to issue permits.

[Home](#) [BCC Licenses](#) [BCC Permits](#) [Plan Review](#) [Fire Services](#)[Advanced Search](#)

## License Information:

### Mechanical Contractor 7112499

#### Licensee Detail

License Type:	Mechanical Contractor	Type:	
License Number:	7112499	Name:	RUSSEL J NICHOLS
License State:	MI	Title:	
Business Type:	Mechanical Contractor	Address:	3815 TWIN PINE RD GRAYLING MI 49738
Business Name:	NICHOLS HEATING & COOLING SERV	Phone 1:	9893484328
Number of Sites:		Phone 2:	
Business License Expiration Date:		FAX:	
License Issue Date:	07/18/1998	E-mail:	
License Expiration Date:	08/31/2019		
License Status:	Issued		

DBA:

Insurance Policy:

#### LICENSE CLASSIFICATIONS

License Class: 1 - Hydronic &amp; Cooling and Process Piping

License Class: 2 - HVAC Equipment

License Class: 4 - Refrigeration

License Class: 5 - Limited Heating Service

License Class: 7 - Limited Refrigeration and Air Conditioning Service

#### > Related Records

#### > Public Documents

LARA 2/2

[LARA Home](#) [Contact LARA](#) [Online Services](#) [News](#) [MI.gov](#)**LARA** Corporations  
Online Filing System  
Department of Licensing and Regulatory Affairs

ID Number: 800231403

[Request certificate](#)[New search](#)

Summary for: NICHOLS HEATING AND COOLING, INC.

The name of the DOMESTIC PROFIT CORPORATION: NICHOLS HEATING AND COOLING, INC.

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800231403 Old ID Number: 217442

Date of Incorporation in Michigan: 07/24/1981

Purpose: All Purpose Clause

Term: Perpetual

Most Recent Annual Report: 2017

Most Recent Annual Report with Officers &amp; Directors: 2001

## The name and address of the Resident Agent:

Resident Agent Name: RANDY L YOUNG

Street Address: 5690 DIXIE HWY

Apt/Suite/Other:

City: WATERFORD

State: MI

Zip Code: 48329

## Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City:

State:

Zip Code:

Act Formed Under: 284-1972 Business Corporation Act

Total Authorized Shares: 50,000

Written Consent

## View filings for this business entity:

ALL FILINGS

ANNUAL REPORT/ANNUAL STATEMENTS

ARTICLES OF INCORPORATION

RESTATED ARTICLES OF INCORPORATION

RESTATED ARTICLES OF INCORPORATION

[View filings](#)

## Comments or notes associated with this business entity:

[LARA FOIA Process](#) [Transparency](#) [Office of Regulatory Reinvention](#) [State Web Sites](#)[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)

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CORP

**A NEW WAY TO SIGN IN** - If you already have  
a SAM account, use your **SAM email** for login.gov.

**Log In**  
**Login.gov FAQs**

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

# Search Results

**Current Search Terms: nichols\* heating\* and\* cooling\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**



IBM v1.P.18.20180820-1228

WWW2

Search Records

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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.

SAM

Michelle McKenzie

---

**From:** Larry A. Kosofsky  
**Sent:** Tuesday, September 4, 2018 4:06 PM  
**To:** Michelle McKenzie  
**Subject:** RE: Please investigate this company again-Boiler Replacement Cemetery & Fire Halls

Hello Michelle

I have no information about this business. Based on the amount of activity that was billed in 2009 and 2010, I do not expect that there would have been a tax liability owed.

Based on 2018, it is too early to determine. I presume that the work done did not require the employer to withhold, so at this point, I cannot say they are not in compliance, and would not object to the award of a contract.

They do need to be advised that they might need to comply with withholding and tax return obligations for 2018.

*Larry A. Kosofsky*

Income Tax Administrator  
City of Pontiac, Michigan  
47450 Woodward Avenue  
Pontiac, MI 48342

248-758-3092  
[lkosofsky@pontiac.mi.us](mailto:lkosofsky@pontiac.mi.us)

**From:** Michelle McKenzie  
**Sent:** Tuesday, September 4, 2018 3:56 PM  
**To:** Larry A. Kosofsky <[lkosofsky@pontiac.mi.us](mailto:lkosofsky@pontiac.mi.us)>  
**Subject:** Please investigate this company again-Boiler Replacement Cemetery & Fire Halls  
**Importance:** High

Larry,

Please investigate the following company:

Nichols Heating & Cooling	Randy Young, President
5690 Dixie Hwy	Office # 248-623-6628
Waterford, MI 48329	Federal Tax ID #: B38-2368400

They did work for the City of Pontiac in 2009 & 2010 & 2018  
2009 \$ 8,643.00 2010 \$ 1,940.00 2018 \$ 22,900.00 contract price for materials, equip, tax and labor HVAC  
Bowen Center

Thank you,

Michelle L. McKenzie  
Purchasing Agent/Fiscal Analyst  
City of Pontiac

*Income  
tax*

5690 DIXIE HWY WATERFORD MI 48329-1618



13-04-127-028

## Commercial and Industrial Property Profile

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

## Owner Information

Owner(s) : RANDY YOUNG & DEBBIE YOUNG  
 Mailing Address : 9925 MILFORD RD HOLLY MI 48442-8939

## Location Information

Site Address : 5690 DIXIE HWY WATERFORD MI 48329-1618  
 PIN : 13-04-127-028 Neighborhood Code : COF  
 Municipality : Charter Township of Waterford  
 School District : 280 WATERFORD TWP SCHLS  
 Use : 201 BUS IMP (Commercial Business Imp.)  
 Water Indicator : Y Sewer Indicator : Y  
 Well Indicator : N Septic Indicator : N

## Property Description

T3N, R9E, SEC 4 PART OF NW 1/4 BEG AT PT DIST S 88-52-00 W 561 FT & S 40-19-00 W 551.90 FT & S 45-42-00 E 220 FT & S 44-18-00 W 339 FT & S 45-42-00 E 120 FT FROM N 1/4 COR, TH N 44-18-00 E 200 FT, TH S 45-42-00 E 80 FT, TH S 44-18-00 W 200 FT, TH N 45-42-00 W 80 FT TO BEG 0.36 A 9-7-99 FR 012 & 020

## Split/Combination Information

Added Status : Added Parcel  
 Added Date : 10/28/1999 Added To : FR 012 & 020

## Most Recent Sale Since 1994

Date : 12/23/2010  
 Amount : \$1 Liber : 43293:684  
 Grantor : YOUNG, RANDY  
 YOUNG, DEBBIE Grantee : 5690 DIXIE HWY

## Tax Information

Taxable Value : \$123,050 State Equalized Value : \$123,420  
 Current Assessed Value : \$123,420 Capped Value : \$123,050  
 Effective Date For Taxes : 12/01/2017 Principal Residence Exemption : 0%  
 2016 Taxes : 2017 Taxes  
 Summer : \$4,772.07 Summer : \$4,809.14  
 Winter : \$1,467.74 Winter : \$1,458.44  
 Village : Village :

## Lot Information

Description : LEVEL Acres : 0.367

Prop Info  
 1/3



5690 DIXIE HWY WATERFORD MI 48329-1618



13-04-127-028

### Commercial and Industrial Property Profile

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

Building/Section 1			
Building	: 1	Used As	: Office Buildings
Year Built	: 1957	Effective Year	: 1985
Class	: D	Quality	: Average
No of Stories	: 1	Height Per Story (feet)	: 12
Avg Square Feet	: 2,240	Elevators	: N
Sprinklers	: N	Identical Units	: 1
Total Building Square Footage	: 2,240		

No lump sum improvements Data Available for Building/Section 1

Building/Section 1 Yard Adjustments			
Description	: Paving (Asphalt)		
Square Feet	: 1,064	Units	: W

Prop Info  
2/3

5690 DIXIE HWY WATERFORD MI 48329-1618



13-04-127-028

### Commercial and Industrial Property Profile

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

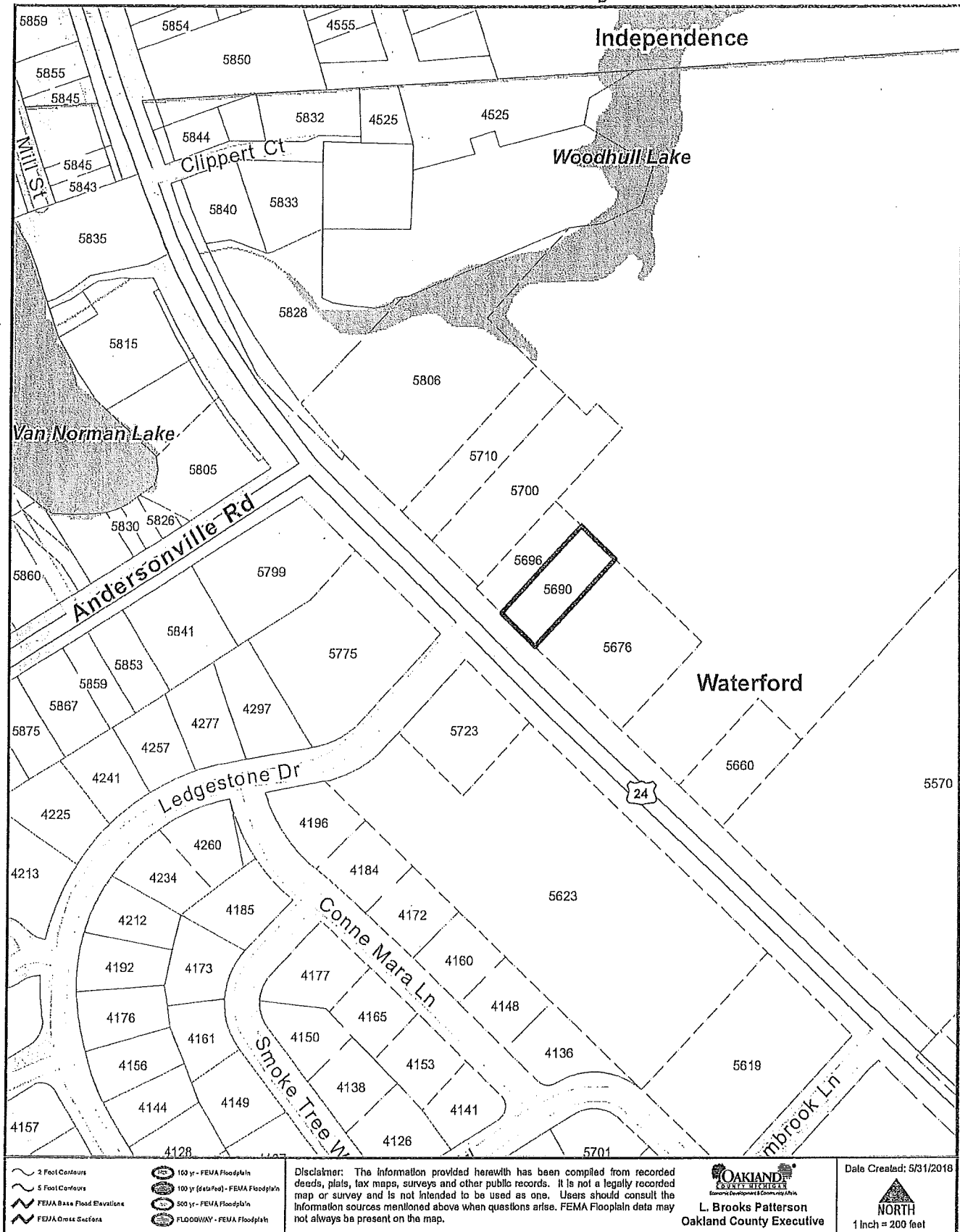
Building/Section 2			
Building	: 2	Used As	: Shed, Utility, 4 Wall
Year Built	: 1999	Effective Year	: 1999
Class	: D	Quality	: Average
No of Stories	: 1	Height Per Story (feet)	: 14
Avg Square Feet	: 1,200	Elevators	: N
Sprinklers	: N	Identical Units	: 1
Total Building Square Footage	: 1,200		

No lump sum improvements Data Available for Building/Section 2

No yard improvements Data Available for Building/Section 2

Prop Info  
3/3

# 5690 Dixie Hwy



Oakland County One Stop Shop 2100 Pontiac Lake Road Bldg. 41 West Waterford, MI 48328 Phone: 248-858-0721 Web: [www.advantageoakland.com](http://www.advantageoakland.com)

Map of Parcel

Vendor Activity For Vendor Code '10000449' - Nichols Heating & Cooling

Start Post Date: 01/01/2000



End Post Date:

09/03/2010



View Report...

Invoice Date	1099	Amount	Reference #	Invoice #	Description
04/03/2009	Yes	7019.00	165039	4920	I2221520
05/19/2009	Yes	1624.00	165639	4939	I2222195
06/30/2010	Yes	1890.00	179492	5288	I2236032
08/04/2010	Yes	50.00	183753	36772	I2240040
Number of Invoices: 4					Total Invoices Amount: 10583.00

Check #	Check Date	Amount	Check Type	1099	Description
CONS 486767	06/04/2009	1624.00	Paper Check	Yes	
CONS 486901	06/11/2009	7019.00	Paper Check	Yes	
CONS 493335	07/22/2010	1890.00	Paper Check	Yes	
CONS 495578	12/22/2010	50.00	Paper Check	Yes	
Number of Checks: 4					Total Checks Amount: 10583.00

Close

A/P

Accessibility Options > SBA Search Results

**SBA Search Results**

the firm or trade name begins with "NICHOLS";  
 the profile location is in: Michigan;  
 the profile's status is Active;  
 the profile may have expired in SAM;  
 the business is not necessarily registered in SAM (no CAGE code issued yet);  
 and randomized by original start time of search: 2018-05-14 04:05:59 PM.

Data validation took 0.02 seconds. The count and search queries took 2.58 seconds and 2.75 seconds, respectively.

Displaying profiles 1 - 6 (of 6 profiles matching criteria):

View	Name and Trade Name of Firm	Contact	Address and City, State Zip	Capabilities Narrative
1	NICHOLS, RUTHANN	RUTHANN NICHOLS	824 COLLISTON RD ANN ARBOR, MI 48105-1031	
2	NICHOLSON TERMINAL & DOCK CO	PATRICK SUTKA	360 E GRATE LAKES ECORSE, MI 48229-0000	Marine Cargo Handling (Import and Export), Ship Repair, Warehousing, Barge transportation, Transportation preparation and handling.
3	NICHOLS COMMUNITY SUPERVISED LIVING LLC	SHARON NCHOLS	5185 WOODCLIFF DR FLINT, MI 48504-1256	
4	NICHOLS, BRUCE JR	BRUCE NICHOLS JR	49476 LONDON BRIDGE DRIVE MACOMB, MI 48044-5499	
5	POWER SPORTS OF ANN ARBOR, LLC NICHOLSON'S	MARY GULLIVER	4405 JACKSON RD ANN ARBOR, MI 48103-1833	
6	NICHOLS, ROBERT	ROBERT NICHOLS	2280 CRESS CREEK MUSKEGON, MI 49444-4377	

No more matches

Refine Search

Save E-mail Addresses for All  
 delimited by:  
☐ semi-colon and space  
☐ comma and space  
☐ new line  
☐ tab

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

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

The structure of this page was last updated 02/01/2013, as part of S655 8.1.1.

SBA

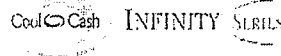
## Vendor List

Created By Michelle McKenzie  
Created On 05/14/2018 04:11 PM EDT  
Keyword Nichols Heating and Cooling  
Vendors Status All Vendors  
Purchasing Group MITN Purchasing Group

Organization Name	Address	Main Contact	Email	Phone
There are no results matching your criteria.				

Not a registered  
vendor on  
this bidding  
service.

MITN  
Profile



248-623-6628

[Contact](#) [Online Store](#) [Furnaces Split System](#) [Cooling Split System](#) [Air Quality Solution](#) [Generators](#) [Controls & Thermostats](#) [Fan & Evaporator Coils](#) [Boilers](#)



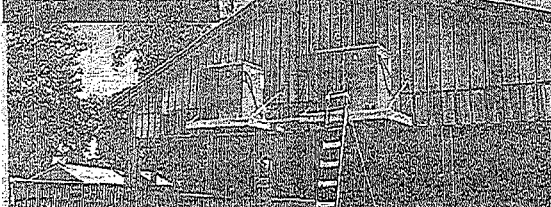
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AT NICHOLS HEATING & COOLING,  
 WE PRIDE OURSELVES ON DOING  
 QUALITY WORK.

We care about our customers and their homes and businesses.

If we cannot do the job the right way according to code and the manufacturer's recommendations, we would rather not do the job at all. Five (5) year parts and labor warranties on new furnace and air conditioning installations.

The Staff at Nichols Heating & Cooling, Inc. is trained to answer your questions and ensure your satisfaction. Our goal is to make

### **BID TAB FOR BOILER REPLACEMENTS**

8-20-18 @ 2:00 PM	Nichols	Clearwater Alternate Bid Liberty Series	Clearwater	Tech Mechanical	
Location	Bid Price	Bid Price	Bid Price	Bid Price	Bid Price
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Waterford Fire Station #6	\$35,280.00	\$51,290.00	\$51,496.00	\$51,630.00	
Waterford Fire Station #9	\$34,490.00	\$51,290.00	\$51,496.00	\$50,066.00	
<b>GRAND TOTAL</b>	\$90,260.00	\$129,776.00	\$130,751.00	\$144,433.00	

This unofficial tabulation is for your information and only included what was read at the bid opening.  
The information has not been evaluated or confirmed.

Present: Michelle L. McKenzie, Purchasing Agent      Opened by: Mendy Wesley, Clerk's Office  
Present: \_\_\_\_\_



Notification Postings

For: Boiler Replacements RFP

Bid Opening Held: August 20, 2018 @ 2:00 pm

Pontiac City Clerk's Office

Pontiac Cable TV station

City of Pontiac website

Sent to Michigan Municipal League

Sent to Construction Market Data Group

Sent to Builders Exchange of Michigan

Sent to Construction Association of Michigan

Posted on Bulletin Boards upstairs and downstairs

Posted on Building Department window inside and hallway

Vendor List  
Posted &  
Published



## Matching Supplier List

Created by:

Michelle McKenzie

Created on:

08/07/2018 10:24 AM EDT

Solicitation:

Boiler Replacements - Boiler Replacements-Ottawa Cemetery, Fire Station #6, Fire Station #9

Organization	Address	Contact	Email	Phone
A&F WATER HEATER & SPA SERVICE Org. Number: 563958	35170 BEATTIE DR STERLING HEIGHTS, Michigan, 48312 United States	JEAN COOPER	ACCOUNTS@AFWATERHEATER.COM	586-939-9100
		SCOTT HARVEY	ACCOUNTS@AFWATERHEATER.COM	586-939-9100
Advance Plumbing & Heating Supply Company Org. Number: 558755	1977 E. West Maple Road Walled Lake, Michigan, 48390 United States	Jeffrey Moss	jeff@advanceplumbing.com	248-669-7474 ext. 116
AINSWORTH ELECTRIC INC. Org. Number: 808721	3200 DOVE RD SUITE A PORT HURON, Michigan, 48060 United States	JACQUELINE FOX-BRYER	jfoxbryer@ainsworthelectric.com	810-984-5768
American Instrumentation, Inc. Org. Number: 559939	28065 Oakland Oaks Ct. Wixom, Michigan, 48393 United States	Terry Duvall	sales@ai2us.com	248-344-9440 ext. 203
		Charles Duvall	sales@ai2us.com	248-344-9440 ext. 201
		Terry Duvall	sales@ai2us.com	248-344-9440
Arctic Air, Inc. Org. Number: 556275	4918 Fernlee Ave. Royal Oak, Michigan, 48073-1017 United States	Michael Flesher	michael@arcticair.biz	248-280-1300
		Michael Flesher	michael@arcticair.biz	248-280-1300
B&C Ten Air HVAC Systems Inc. Org. Number: 560602	3861 Childs Lake Road Milford, Michigan, 48381 United States	Jeff Weber	jeff@bctenair.com	248-348-1360
		Jeff Weber	jeff@bctenair.com	248-348-1360
Bernco, Inc. Org. Number: 556192	20816 Eleven Mile Road Suite 202 St. Clair Shores, Michigan, 48081 United States	Bernard Cattivera	berncoinc@msn.com	586-445-3700
Bumler Mechanical, Inc. Org. Number: 560243	6260 18 1/2 Mile Road Sterling Heights, Michigan, 48314 United States	Joe Kohler	joe.kohler@bumlermech.com	586-731-0028
		Dave Bumler	dave.bumler@bumlermech.com	586-731-0028
		Joe Kohler	joe.kohler@bumlermech.com	586-731-0028
		Randal Pagel, Jr.	randal.pagel@bumlermech.com	586-731-0028
D. J. Conley Associates Inc. Org. Number: 559038	2694 Elliott Dr. Troy, Michigan, 48363 United States	Mike Conley	mconley@djconley.com	248-589-8220 ext. 103
		Jesse Vincent	unknown@no-reply.com	248-589-8220 ext. 116
		Michael Conley	mconley@djconley.com	248-589-8220 ext. 103
D.M. Burr Facilities Management, Inc.	4252 Holiday Drive	Gloria Carpenter	gloriacarpenter@dmburr.com	810-233-9114 ext. 215

Matching Supplier List: Boiler Replacements - Boiler Replacements-Ottawa Cemetery, Fire Stati...

Organization	Address	Contact	Email	Phone
Org. Number: 559298	Flint, Michigan, 48507	John Allen	johnallen@dmburr.com	810-233-9114 ext. 206
Delta Temp, Inc. Org. Number: 556564	500 Ajax Drive Madison Heights, Michigan, 48071 United States	Dave Karasinski	davek@deltatemp.net	248-589-2828
		Dave Karasinski	davek@deltatemp.net	248-589-2828
		Robert Wilson	Keithw@deltatemp.net	248-589-2828
Downriver Refrigeration Supply Co. Org. Number: 556601	38170 N Executive Dr. Westland, Michigan, 48185 United States	Christopher Winslow	winslowc@downriversupply.com	734-728-0795
		Christopher Winslow	winslowc@downriversupply.com	734-728-0795
ENGIE Services US Org. Number: 1040736	200 E. Big Beaver Rd Troy, Michigan, 48083 United States	W. George Taylor	george.taylor@engie.com	313-919-0186
ETNA SUPPLY CO. Org. Number: 560372	529 32ND STREET SE GRAND RAPIDS, Michigan, 49548 United States	John Nickels	jnickels@etnasupply.com	616-514-5155
		John Nickels	jnickels@etnasupply.com	616-514-5155
Glenn Bennett Corp Org. Number: 1023188	1352 Rankin Drive TROY, Michigan, 48083 United States	Matthew Dodge	eta@glennbennettcorp.com	3138757795
Goyette Mechanical Org. Number: 559416	3842 Gorey Ave. Flint, Michigan, 48506 United States	Thomas Halligan	jgoyette@goyettemechanical.com	810-743-6883 ext. 319
		Matt Burke	mburke@goyettemechanical.com	810-743-6883
Guardian Plumbing & Heating, Inc. Org. Number: 558895	34400 Glendale St Livonia, Michigan, 48150 United States	Larry D'Ascenzo	jeanr@guardianplumbing.com	734-513-9550
		Jean Rasmussen	unknown@no-reply.com	734-513-9550 ext. 235
		Larry D'Ascenzo	LarryD@guardianplumbing.com	734-513-9550
Hayes Mechanical Org. Number: 562291	318 N.25th Street Saginaw, Michigan, 48601 United States	Thomas Wheaton	twheaton@hayesmechanical.com	989-401-5599
		Thomas Wheaton	twheaton@hayesmechanical.com	989-401-5599
home service corp Org. Number: 566159	2810 Oakwood Melvindale, Michigan, 48122 United States	susan ritchie	sritchie@homeservicecorp.com	313-928-3833
		susan ritchie	sritchie@homeservicecorp.com	313-928-3833
Honeywell International, Inc. Org. Number: 561108	49116 Wixom Tech Drive Wixom, Michigan, 48187 United States	Dick Williams	richard.j.williams@honeywell.com	248-926-5019
		Dick Williams	richard.j.williams@honeywell.com	248-926-5019
		Nelson Brikho	nelson.brikho@honeywell.com	248-926-4888
Integrated Power Services Org. Number: 906451	18800 Meginnity Dr Melvindale, Michigan, 48094 United States	Michael Bouthillet	mbouthillet@ips.us	248-977-6151
J O Galloup Co Org. Number: 557979	1987 Concept Drive Warren, Michigan, 48091	Linda Quail	lquail@galloup.com	586-755-3110 ext. 18003

Matching Supplier List: Boiler Replacements - Boiler Replacements-Ottawa Cemetery, Fire Stati...

Organization	Address	Contact	Email	Phone
	United States	Linda Quail	lquail@galloup.com	586-755-3110
J.E.Johnson Org. Number: 558958	P.O.Box 1863 Midland, Michigan, 48641 United States	Jason Johnson	jasonj@jejohnson.com	989-835-6671 ext. 1245
		Denny Allen	dennya@jejohnson.com	989-835-6671 ext. 1210
		Jason Johnson	jasonj@jejohnson.com	989-835-6671 ext. 1245
		Thomas Wheaton	tomw@jejohnson.com	9898356671 ext. 1217
Jett Pump & Valve, LLC Org. Number: 557921	4770 Pontiac Lake Rd. Waterford, Michigan, 48328 United States	John Bresler	paulm@jettpump.com	248-673-2530
		John Bresler	sales@jettpump.com	248-673-2530
Johnson Controls Org. Number: 556813	2875 High Meadow Circle Auburn Hills, Michigan, 48326 United States	Marta Misztura	marta.e.misztura@jci.com	734-679-0019
		Maria Best	maria.louise.best@jci.com	7347075211
		Marta Misztura	marta.e.misztura@jci.com	734-679-0019
		Raymond Cloutier	marta.e.misztura@jci.com	248-276-6000
Johnson Controls Org. Number: 630891	2875 High Meadow Circle Auburn Hills, Michigan, 48326 United States	James Cooper	james.cooper@jci.com	2484084124
K.L. McCoy & Associates Org. Number: 558076	13200 Levan Road Livonia, Michigan, 48150 United States	Tom Allen	tallen@klmccoy.com	734-452-8230 ext. 203
		Ryan Graham	rgraham@klmccoy.com	734-452-8230 ext. 215
		Tom Allen	tallen@klmccoy.com	734-452-8230 ext. 220
Lyon Mechanical, Inc. Org. Number: 927854	P.O. Box 130 New Hudson, Michigan, 48165 United States	Stephanie Laird	snl@lyonmech.com	248-437-1046
Macomb Pipe & Supply Org. Number: 557863	6600 East 15 Mile Road Sterling Heights, Michigan, 48312 United States	Chuck Raymond	craymond@macombgroup.com	586-825-6921 ext. 6921
		Mike Boyle	mboyle@macombgroup.com	586-274-4100 ext. 6970
		ryan marvin	unknown@no-reply.com	586-825-6969
Mechanical System Services Corp. Org. Number: 563317	1731 E 11 Mile Road Madison Heights, Michigan, 48071 United States	Don Vogan	msservicesoffice@gmail.com	248-291-6793
Mechanical Temp LLC Org. Number: 945498	37675 Schoolcraft Rd, Livonia, MI, USA Livonia, Michigan, 48150 United States	Brian Estes	brian@mechanicaltemp.com	3132824758
Metro Environmental, Inc.	22656 15 Mile Road	Mike Mares	mmares@metrocontrols.com	586-790-2500

Matching Supplier List: Boiler Replacements - Boiler Replacements-Ottawa Cemetery, Fire Stati...

Organization	Address	Contact	Email	Phone
Org. Number: 556577	Clinton Township, Michigan, 48035	James Mollicone	jmollicone@metrocontrols.com	586-790-2500
Michigan Critical Power Org. Number: 720410	7986 Clyde Park Ave., SW Byron Center, Michigan, 49315 United States	Robin Maher	service@michigancriticalpower.com	616-452-7990
Motor City Pipe and Supply Co. Inc Org. Number: 557737	P.O. Box 27259 Detroit, Michigan, 48227 United States	Kevin Colleran	motorcitypipe@sbcglobal.net	313-491-5500
		Kevin Colleran	motorcitypipe@sbcglobal.net	313-491-5500
Optimum Contracting Solutions Org. Number: 563287	2211 Devonshire Rd. Bloomfield Hills, Michigan, 48302 United States	Anamaria Tet	anamaria.optimum@att.net	248-346-3069
		Anamaria Tet	anamaria.optimum@att.net	248-346-3069
Power Cleaning Systems, Inc Org. Number: 556634	46892 West Rd Suite 102 Novi, Michigan, 48377 United States	Richard McCarthy	d.mccarthy@powercleaningsystems.com	248-624-3100
		Richard McCarthy	unknown@no-reply.com	248-624-3100
Powertech Services Org. Number: 870589	4095 S.Dye Rd. Swartz Creek, Michigan, 48473 United States	Jason A Firby	jfirby@powertechservices.com	8107202280
Praxair Distribution, Inc Org. Number: 919545	1065 Cesar Chavez Ave. Pontiac, Michigan, 48340 United States	Donald C. d	donald_diehl@praxair.com	586-405-3856
Premier Power Maintenance Org. Number: 965909	7262 Kensington Rd. Brighton, Michigan, 48116 United States	Sean Borgman	sean.borgman@premierpower.us	5172455512
Pro-Tech Mechanical Services Org. Number: 558436	2556 Alamo Drive, #50B Lansing, Michigan, 48911 United States	Lon Johnson	johnsonlon@comcast.net	517-272-4325 ext. 5
		Dan Bramble	danbramble@protechhvac.net	517-898-2570
		Lon Johnson	johnsonlon@comcast.net	517-272-4325 ext. 5
PROS Services, Inc. Org. Number: 556446	P. O. Box 610548 Port Huron, Michigan, 48061 United States	Sales Department	sales@prosenvironmental.com	7346348643
		Joe Migliaccio	unknown@no-reply.com	810-982-7271
Purvis & Foster, Inc. Org. Number: 556606	9640 Grinnell St Detroit, Michigan, 48213 United States	Karen Foster-Flisnik	purvisfoster@yahoo.com	313-924-0538
		Karen Foster Flisnik	purvisfoster@yahoo.com	313-924-0538
Quality Water & Air Org. Number: 560744	1402 Souter troy, Michigan, 48083 United States	Georgann Kummer	qualitywaterair@cs.com	248-589-8010
		Georgann Bien	qualitywaterair@cs.com	248-589-8010
R. W. Mead & Sons, Inc. Org. Number: 556151	33795 Riveria Fraser, Michigan, 48026 United States	Jim Cumming	jcumming@rwmead.com	586-296-3650
		Jim Cumming	jcumming@rwmead.com	586-296-3650
Reefer Peterbilt Org. Number: 906311	2645 Auburn Road Auburn Hills, Michigan, 48326 United States	Robert Graham	robert.graham@reeferpeterbilt.com	2489338124

Matching Supplier List: Boiler Replacements - Boiler Replacements-Ottawa Cemetery, Fire Stati...

Organization	Address	Contact	Email	Phone
Shambaugh & Sons Org. Number: 559623	21660 Melrose Ave Southfield, Michigan, 48075 United States	Frederick Barrett	fbarrett@shambaugh.com	248-356-0351 ext. 34
		Anthony Pensari	apensari@shambaugh.com	248-356-0351
Siemens Industry, Inc. Org. Number: 556692	45470 Commerce Center Drive Plymouth Township, Michigan, 48170 United States	Tonya Silver	tonya.silver@siemens.com	734-456-3800
		Nathaniel Brown	nathaniel.brown@siemens.com	734-456-3800
		Siemens Industry, Inc.	sales.industry@siemens.com	734-456-3800
Stuart Mechanical, LLC Org. Number: 561501	2275 N Opdyke Rd. Ste A Auburn Hills, Michigan, 48326 United States	Matthew Popp	mpopp@stuart-mechanical.com	248-918-1207
		Ed Przybranowski	eprzybranowski@stuart-mechanical.com	248-535-9992
		Matthew Popp	mpopp@stuart-mechanical.com	248-918-1207
SUPREME Heating and Cooling, LLC Org. Number: 557250	14641 E. Warren Ave Detroit, Michigan, 48215 United States	Suzanne Stritzinger	sstritzinger@supremeheating.com	313-885-2400
		Alfred Provenzano	sstritzinger@supremeheating.com	313-885-2400
SW Controls Org. Number: 557767	24450 Indoplex Circle Farmington Hills, Michigan, 48335 United States	Peter Howard	phoward@swcontrols.net	248-536-9700
		Peter Howard	unknown@no-reply.com	248-536-9700
Tech Mechanical, Inc. Org. Number: 558476	1490 Highwood East Pontiac, Michigan, 48340 United States	Mike Curi	kelleyl@techmechanical.com	248-322-5600 ext. 736
		Brad Reedy	bradr@techmechanical.com	248-418-0742
		Mike Curi	Mikec@techmechanical.com	248-322-5600
Techmatic, Inc. Org. Number: 978019	4922 Technical Dr. Milford, Michigan, 48185 United States	Brandon Hine	bhine@techmatic.com	7348128286
Technical Hot & Cold Org. Number: 558467	37667 Cherry Hill Westland, Michigan, 48186 United States	Tracy Freeman	tfreeman@technicalhotandcold.com	734-326-3900
		Cameron Freeman	camfreeman@technicalhotandcold.com	734-326-3900
		Tracy Freeman	tfreeman@technicalhotandcold.com	734-326-3900
TEMPERATURE SERVICES INC. Org. Number: 556254	37679 Schoolcraft Livonia, Michigan, 48150 United States	Mark McKay	mark@tsi-detroit.com	734-838-3200
		James A. McKay	jim@tsi-detroit.com	734-838-3200
		NANCY BOLDA	nancy@tsi-detroit.com	734-838-3200
United Rentals Power & HVAC Org. Number: 728863	4705 Product Dr. Wixom, Michigan, 48393 United States	Eric Kamen	ekamen@ur.com	248 563 4838
Utilities Instrumentation Service, Inc. Org. Number: 556708	PO Box 981123306 N. River Street Ypsilanti, Michigan, 48198 United States	Gary Walls	gewalls@uiscorp.com	734-482-1450 ext. 14
		Gary Walls	gary.walls@uiscorp.com	734-424-1200 ext. 317
		Greg Eggleston	greg.eggleston@uiscorp.com	734-424-1200 ext. 306

Matching Supplier List: Boiler Replacements - Boiler Replacements-Ottawa Cemetery, Fire Stati...

Organization	Address	Contact	Email	Phone
Vacuum Truck Rentals Org. Number: 629398	13705 Newburgh Livonia, Michigan, 48150 United States	Michael C. Suiter	msuiter@vactruckrental.com	248-590-0578
Ventower Industries Org. Number: 626269	111 Borchert Park Drive Monroe, Michigan, 48161 United States	Joe P Craft	jcrafft@ventower.com	734-682-4018
W.J. O'Neil Org. Number: 557102	35457 Industrial Road Livonia, Michigan, 48150 United States	Richard Chrzasz Richard P. Chrzasz	rchrzasz@wjo.com rchrzasz@wjo.com	734-458-2300 ext. 320 734-266-3320
Washtenaw Contractors Association Org. Number: 564067	3135 S State St #350-H Ann Arbor, Michigan, 48108 United States	Taylor Itsell Gretchen Waters	itsellt@wcaonline.org itsellt@wcaonline.org	734-662-2570 734-662-2570
Watson Brothers Service Company Org. Number: 559063	3433 Electric Ave. Port Huron, Michigan, 48060 United States	James Watson James Watson	office@watsonbros1898.com jim@watsonbros1898.com	810-985-8173 810-985-8173
White Construction Org. Number: 557083	1120 W. Baltimore Detroit, Michigan, 48202 United States	Donovan J White Milton Jennings W. Bernard White	dwhite@whitecon.com unknown@no-reply.com unknown@no-reply.com	313-872-6700 ext. 141 313-872-6700 ext. 140 313-872-6700
William E. Walter, Inc. Org. Number: 557178	1921 Howard Avenue Flint, Michigan, 48501 United States	Carrie Williams John D. Walter	cwilliams@williamewalter.com jwalter@williamewalter.com	810-232-7459 ext. 309 810-232-7459
William Floyd Company Org. Number: 863228	716 Victory Drive Howell, Michigan, 48843 United States	Dave Polidan	dave@wmfloyd.net	810-845-6066
York Repair, Inc. Org. Number: 686792	611 ANDRE ST., 611 ANDRE ST. BAY CITY, Michigan, 48706 United States	Mike Wolkens	mikew@yorkrepair.com	9896847460







## Financial Services – Purchasing Division

### NOTICE

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

#### Boiler Replacements

If your firm plans to bid on this project, please send an e-mail response to [MMcKenzie@pontiac.mi.us](mailto: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

## NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on **Monday, August 20, 2018 at 2:00 p.m.** prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

### **Boiler Replacements**

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by **2:00 PM, Monday, August 20, 2018**. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

### **Boiler Replacements**

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

*A Mandatory Walk-Thru meeting will be held at Ottawa Park Cemetery, 6180 Dixie Highway, in Independence Township, on Tuesday, August 14, 2018 at 10:00 am. The Ottawa Park Cemetery meeting will be first. Immediately after that meeting, we will move the meeting to Fire Station #6 located at 55 W. Walton Blvd. The meeting will then move to the last destination, Fire Station #9 located at 787 W Huron St. Bids submitted by firms not in attendance of the walk-thru will not be accepted.*

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

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

In addition, at Michigan Intergovernmental Trade Network (MITN): [www.mitn.info](http://www.mitn.info)

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

Bidders **MUST** submit an original and one copy, of the bid quotation/proposal.

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

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

### **Additional documents to download:**

Attachment A – Lochinvar Knight XL Boiler Product Summary

Attachment B – Lochinvar KBX-06 Knight XL Boiler Dimensions and Specifications

## **1. INSTRUCTIONS TO BIDDERS**

### **1.1 Bids to be Received**

Sealed bids for the Boiler Replacements will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 PM, Monday, August 20, 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 "Boiler Replacements", 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/scope of work and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

### **1.3 Withdrawal of Bids**

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

### **1.4 Bid Form**

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

### 1.5 Basis of Award

The intention of the City is to award the contract for this job to a bidder whose skill and financial resources are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful bidder will show proof of at least five (5) years' experience in Boiler Replacements.

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

If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly.

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

### 1.6 Bid Bond

A Five Hundred Dollar (\$ 500.00) certified check or bid bond, executed by a surety company, is required. The Bid Bond will be released when all bids are rejected, or the City enters a contract with the lowest qualified bidder.

### 1.7 Pre-Bid Meeting

*A Mandatory Walk-Thru meeting will be held at Ottawa Park Cemetery, 6180 Dixie Highway, in Independence Township, on Tuesday, August 14, 2018 at 10:00 am. The Ottawa Park Cemetery meeting will be first. Immediately after that meeting, we will move the meeting to Fire Station #6 located at 55 W. Walton Blvd. The meeting will then move to the last destination, Fire Station #9 located at 787 W Huron. Bids submitted by firms not in attendance of the walk-thru will not be accepted.*

## 2. TERMS AND CONDITIONS

### 2.1 Laws and Municipal Ordinances, Permits

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

compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

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

## **2.2 Non-Discrimination**

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

## **2.3 Indemnification**

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

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

or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

#### **2.4 Jurisdictional Authority**

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

#### **2.5 Severability**

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

#### **2.6 Income Taxes**

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract. Contractor is required to withhold City of Pontiac income tax from wages paid to: Pontiac resident employees regardless of where they work for the employer; and Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns reporting and paying income tax on the net profits earned in the City.

Web page URL: [http://www.pontiac.mi.us/departments/income\\_tax/index.php](http://www.pontiac.mi.us/departments/income_tax/index.php)

Tax forms URL: [http://www.pontiac.mi.us/departments/income\\_tax/tax\\_forms.php](http://www.pontiac.mi.us/departments/income_tax/tax_forms.php)

#### **2.7 Compensation and Payment**

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

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.

- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. 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

## **2.8 General Conditions**

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

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

All funds must be quoted in US dollars

## **2.9 Quotations/Proposals**

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

## **2.10 Minimum Qualifications**

Proposers must provide the following information:

- a. Proposals will be accepted from those firms demonstrating a minimum of five (5) years of experience providing the services requested in this RFP for projects of similar scope and size.
- b. Each Bidder shall include a list of employees that would be used under this contract, include a copy of their license showing that they are licensed in the State of Michigan to install boilers.
- c. Bidder shall include warranty information with bid proposal.
- d. Each Bidder shall list three (3) references from past clients. (page 15)

## **2.11 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.

## **2.12 Bonds and Insurance**

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

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

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

**Commercial General Liability Insurance:** The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

**Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

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



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

#### **2.13 Bid Bond**

**A bid bond/guarantee is required from each bidder in the amount of Five Hundred Dollar (\$ 500.00). The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. Bid bond to be included with bid.**

**NOTE:** If the Contract exceeds \$50,000.00, you will need 2.14 & 2.15 & 2.16

#### **2.14 Performance Bond**

A **performance bond** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

#### **2.15 Payment Bond**

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

#### **2.16 Maintenance and Guarantee Bond**

A **maintenance and guarantee bond** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. The Contractor, as Principal, shall furnish a surety bond in a form acceptable to the City of Pontiac guaranteeing that faulty materials will be replaced and / or workmanship will be corrected to the satisfaction of the City of Pontiac. Said bond shall be for a minimum of one (1) year from the date of final acceptance by the City. Said bond shall be with a Surety Company licensed and admitted to do business in the State of Michigan and acceptable to the City of Pontiac.

### **2.17 Subcontracting**

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

## **3. DESCRIPTION OF SERVICES**

### **3.1. GENERAL**

Bid amounts are to be expressed as a unit price on a per location basis as specified in the Bid Proposal Form. Bid Prices are to include cost of all labor, materials, equipment, insurance and bonds necessary to comply and perform under these specifications.

The Contractors employees are advised that no foul language shall be used while performing city work. No horseplay will be tolerated. Deviation from these guidelines shall be considered a breach of contract.

The contractor and his employees shall comply with the most current safety standards pertaining to this type of work as published by the Michigan Department of Labor, Occupational Safety Standards Commission. This contract shall be carried out in accordance with the laws of the State of Michigan and the ordinance of the City of Pontiac.

All equipment must be safe and efficient and shall be available for inspection by the Director of Public Works or designee at any time. Equipment shall have all necessary/required safety features to prevent injury or damage to people and buildings.

### **3.2 SCOPE OF SERVICES**

Remove and Replace Boilers at the following locations:

Ottawa Park Cemetery, 6180 Dixie Highway, in Independence Township.

Waterford Regional Fire Department Station #6, 55 W Walton Blvd., Pontiac, MI

Waterford Regional Fire Department Station #9, 787 W Huron St., Pontiac, MI

- Remove three (3) existing boilers and related piping as necessary.
- Install three (3) new hot water (hydronic) boilers and all new associated piping.
- New boiler for:
  - Ottawa Park Cemetery to be Lochinvar Knight XL Boiler KBN400M13 400,000 BTU input.
  - Waterford Fire Station #6 to be Lochinvar Knight XL Boiler KBN701M13 700,000 BTU input.
  - Waterford Fire Station #9 to be Lochinvar Knight XL Boiler KBN701M13 700,000 BTU input.
- New system circulators and expansion tanks
- New air separator and boiler system controls.
- Electrical wiring and CSD-1 upgrade to be done by a licensed electrician.

3.3 NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor without prior written consent of the City.

3.4 CITY RULES

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

3.5 TERM OF CONTRACT

The Contract expires December 31, 2018.

3.6 PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

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

Additional documents to download:

Attachment A – Lochinvar Knight XL Boiler Product Summary

Attachment B – Lochinvar KBX-06 Knight XL Boiler Dimensions and Specifications

## FORM OF PROPOSAL

To: City of Pontiac, Michigan \_\_\_\_\_, 2018

To All Here Present:

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

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

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

BIDDER ACKNOWLEDGES RECEIPT OF ANY ADDENDUM: (if issued)

ADDENDUM NO: \_\_\_\_\_ Dated: \_\_\_\_\_

BOILER REPLACEMENTS		
Location	Proposed Services	Bid Price
Ottawa Park Cemetery	Remove existing boiler and old piping. Install new boiler with associated piping. Provide equipment, materials and labor to install the boiler. Lochinvar Knight XL Boiler KBN400M13 400,000 BTU input	\$ _____
Waterford Fire Station #6	Remove existing boiler and old piping. Install new boiler with associated piping. Provide equipment, materials and labor to install the boiler. Lochinvar Knight XL Boiler KBN701M13 700,000 BTU input	\$ _____
Waterford Fire Station #9	Remove existing boiler and old piping. Install new boiler with associated piping. Provide equipment, materials and labor to install the boiler. Lochinvar Knight XL Boiler KBN701M13 700,000 BTU input	\$ _____
GRAND TOTAL		\$ _____

**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.

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office # \_\_\_\_\_ Cell # \_\_\_\_\_

FAX# \_\_\_\_\_ Email \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Date: \_\_\_\_\_

**Related Project Experience:**

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

1) Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

2) Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

3) Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

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

## CONTRACT FOR [TYPE OF SERVICE]

1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and [NAME OF CONTRACTOR] hereinafter called the "Contractor".

2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide [TYPE OF SERVICE] to the City (see Scope of Services below).

3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform [TYPE OF SERVICE] in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).

5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

[INSERT PAYMENT TERMS PER CONTRACT]

6) Period of Performance. This contract will become effective for the period beginning [TIME PERIOD], with [ANY RENEWAL OPTIONS] upon the approval and signature of the parties hereto.

7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.



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

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

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

**EXHIBIT "A"**

**SCOPE OF SERVICES**

The Contractor shall provide [TYPE OF SERVICE].

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

[INSERT SPECIFICS OF RFP HERE]

## EXHIBIT "B"

### ADDITIONAL TERMS AND CONDITIONS

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

Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.

- 6) Insurance. The Contractor 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) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
  - b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
  - c) Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$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.
  - e) Cancellation Notice: 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) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.

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

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

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

- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated Insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

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

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

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



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

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

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

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.

19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the

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

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

final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.

- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.
- 28) Termination for convenience clause.
- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
  - b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
  - c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest

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

29) Termination for default clause.

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

obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

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

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

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

32) **Unsatisfactory work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

33) **Waiver.** No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall

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

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

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

Web page URL: [http://www.pontiac.mi.us/departments/income\\_tax/index.php](http://www.pontiac.mi.us/departments/income_tax/index.php)

Tax forms URL: [http://www.pontiac.mi.us/departments/income\\_tax/tax\\_forms.php](http://www.pontiac.mi.us/departments/income_tax/tax_forms.php)

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

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

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

[CONTRACTOR]

\_\_\_\_\_  
DATE

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

City of Pontiac

\_\_\_\_\_  
DATE

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_



# **KNIGHT XL® BOILER PRODUCT SUMMARY** **(KB) 399,000 - 800,000 BTU/HR**

	KB-400	KB-504X	KB-604X	KB-701	KB-804X
<b>WATER</b>					
GALLON CAPACITY	3.4	4.2	4.2	5.0	5.7
HEATING SURFACE (SQ. FT.)	41.8	50.8	50.8	57.8	65.3
WATER CONNECTIONS	1-1/2"	1-1/2"	2"	2"	2"
DRAIN	3/4"	3/4"	3/4"	3/4"	3/4"
20°F ΔT WATER FLOW (GPM)	37	47	55	65	74
HEAD LOSS (FT. OF HD.)	21	23	31	30	33
35°F ΔT WATER FLOW (GPM)	21	26	32	37	42
HEAD LOSS (FT. OF HD.)	8	10	13	11	12
MAX. WORKING PRESSURE (PSI)	160	160	160	160	160
# OF RELIEF VALVES	1	1	1	1	1
RELIEF VALVE SIZE	3/4"	3/4"	3/4"	3/4"	3/4"
RELIEF VALVE RATING (MBH)	697	697	697	1,352	1,352
RELIEF VALVE PRESSURE RATING (PSI)	50	50	50	50	50
<b>GAS</b>					
INLET CONNECTION	1"	1"	1"	1"	1"
MAX. INLET PRESSURE, NAT	14" w.c.	14" w.c.	14" w.c.	14" w.c.	14" w.c.
MIN. INLET PRESSURE, NAT	4.0" w.c.	4.0" w.c.	4.0" w.c.	4.0" w.c.	4.0" w.c.
MAX. INLET PRESSURE, LP	14" w.c.	14" w.c.	14" w.c.	14" w.c.	14" w.c.
MIN. INLET PRESSURE, LP	8.0" w.c.	8.0" w.c.	8.0" w.c.	8.0" w.c.	8.0" w.c.
BTU/HR INPUT	399,000	500,000	600,000	700,000	800,000
BTU/HR OUTPUT (HIGH FIRE)	372,267	466,500	567,600	660,100	752,000
BTU/HR OUTPUT (LOW FIRE)	74,453	93,300	113,520	132,020	150,400
<b>ELECTRICAL</b>					
VOLTAGE/HEATER	120	120	120	120	120
VOLTAGE/CONTROL	24	24	24	24	24
TOTAL AMPS	1.5	1.7	2.7	2.7	2.7
# OF ELECTRICAL CONNECTIONS	1	1	1	1	1
<b>DIMENSIONS</b>					
HEIGHT	42-1/2"	42-1/2"	42-1/2"	42-1/2"	42-1/2"
WIDTH	15-1/2"	15-1/2"	15-1/2"	15-1/2"	15-1/2"
DEPTH	27"	31-1/4"	36-1/4"	40-1/4"	45-1/4"
<b>SERVICE CLEARANCES</b>					
FRONT	24"	24"	24"	24"	24"
BACK	14"	14"	14"	14"	14"
RIGHT SIDE	0"	0"	0"	0"	0"
LEFT SIDE (PIPING)	24"	24"	24"	24"	24"
TOP	24"	24"	24"	24"	24"
<b>DIRECT VENTING</b>					
SIZE	4"	4"	4"	6"	6"
VENT CATEGORY	IV	IV	IV	IV	IV
VENT MATERIAL	PVC	PVC	PVC	PVC	PVC

Lochinvar, LLC • 300 Maddox Simpson Pkwy • Lebanon, TN 37090 • 615-889-8900 / Fax: 615-547-1000

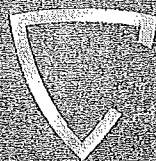
[www.Lochinvar.com](http://www.Lochinvar.com)

KBX-PS-05 (Replaces KBX-PS-04 06/10)

08/13-Printed in U.S.A.



## HIGH EFFICIENCY COMMERCIAL CONDENSING BOILERS



COMMERCIAL BOILER

**XL**

### SMART SYSTEM

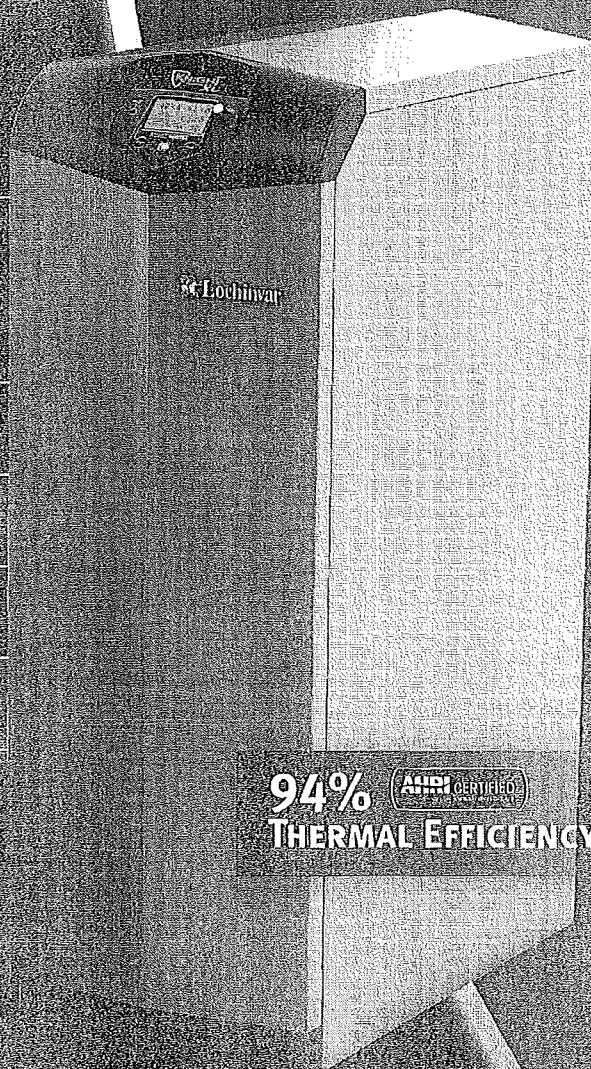
OPERATING CONTROL FEATURING  
A BUILT-IN CASCADING SEQUENCER

5 MODELS: 399,000 - 800,000 BTU/HR

5:1 TURNDOWN RATIO

LESS THAN 20 ppm NOx

DIRECT VENT FLEXIBILITY TO 100 FEET



**94%**   
**THERMAL EFFICIENCY**



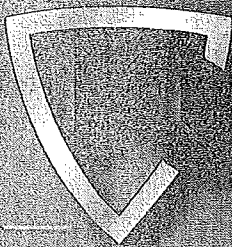
**Lochinvar**  
HIGH EFFICIENCY BOILERS & WATER HEATERS

DESIGNED ★ ENGINEERED ★ MANUFACTURED

**USA**

[Lochinvar.com](http://Lochinvar.com)





COMMERCIAL BOILER

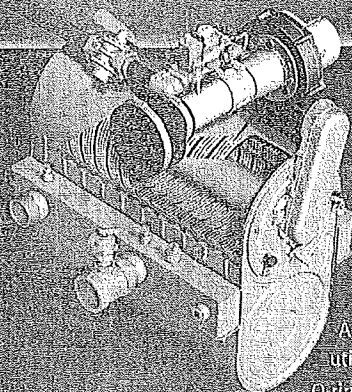
**XL**

## THE SMARTEST CHOICE FOR CONDENSING BOILER PERFORMANCE

The KNIGHT XL, engineered with Lochinvar's exclusive SMART SYSTEM™ control and an array of other innovative features, places it far ahead of any commercial heating boiler in its class. It promises and delivers ultimate ease of installation and maintenance. With up to 94.6% thermal efficiency, low-NOx emissions and a fully modulating burner, it is the best "green choice" for today's environmentally focused market.

Five modulating/condensing stainless steel KNIGHT XL boilers are available with 399,000-800,000 Btu/hr inputs and remarkably small space-saving footprints. All are equipped for direct vent installation with air intake and exhaust runs up to 100 feet using PVC, CPVC, Polypropylene or AL29-4C vent materials. This range of choices is ideal for high-duty applications such as small hotels, schools and office buildings. For higher-demand applications, up to eight KNIGHT XL units can be installed utilizing the built-in cascading sequencer to deliver up to 6.4 million Btu/hr heating capacity. THE KNIGHT XL BOILER reflects Lochinvar's constant commitment to providing all the options you need to serve every application.

KNIGHT XLs installed  
and commissioned by  
Holt & McDonald



### ADVANCED NEGATIVE REGULATION TECHNOLOGY

KNIGHT XL safely and reliably operates with supply gas pressure as low as 4 inches water column. Negative Regulation (Neg/Reg) technology automatically adjusts fan speed that ensures the correct volume and mix of fuel and air throughout the firing range.

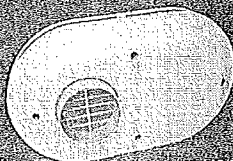
### TWO-IN-ONE STAINLESS STEEL HEAT EXCHANGER

A primary heat exchanger combined with a secondary heat exchanger captures flue gas heat and condenses to utilize available latent energy. The stainless steel, pH-tolerant design features a weld-sealed assembly with no O-rings or gaskets and does not require special glycol. ASME Section IV approved and stamped.

### FULLY MODULATING BURNER

The SMART SYSTEM allows fully modulating combustion with 5:1 turndown. The burner can fire as low as 20% of maximum input and modulates the firing rate up to 100% as demand increases. The burner is a single stainless steel assembly covered with woven steel mesh and fires in a 360° pattern along the entire length of the primary heat exchanger. This allows the compact KNIGHT XL to exceed the capacity of units with larger multiple burners.

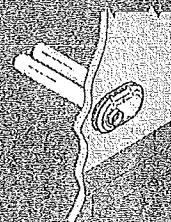
### DIRECT VENTING UP TO 100 FEET



SIDEWALL VENT TERMINATION

KNIGHT XL offers 7 venting options and tremendous flexibility for placement of units within the building, because it permits direct vent air intake and exhaust runs up to 100 equivalent feet using either PVC, CPVC, Polypropylene or AL29-4C stainless steel vent pipe. A sidewall vent termination kit is shipped standard with every KNIGHT boiler.

SideWall Vent Termination



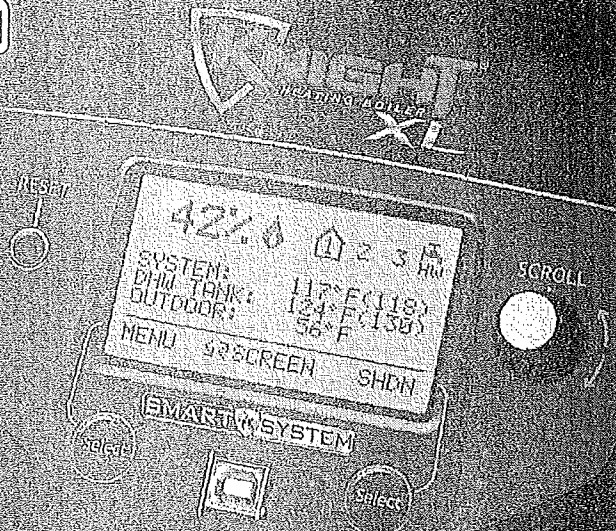


# SMART SYSTEM

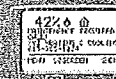
## Advanced features include:

- MULTI-COLOR GRAPHIC LCD DISPLAY
- NAVIGATION DIAL
- USB PORT
- ABILITY TO CONTROL UP TO THREE DIFFERENT SETPOINT TEMPERATURES
- COMPATIBILITY WITH COPPER-FIN II NON-CONDENSING BOILER TO CREATE A FRONT-END LOADING SYSTEM
- BOILERS WITH DIFFERENT INPUTS CAN BE CASCADED TOGETHER TO MAXIMIZE BOILER PLANT TURNDOWN
- MODBUS CAPABILITY (OPTIONAL)
- DHW MODULATION LIMITING
- DHW NIGHT SETBACK\*
- 0-10 VDC BOILER RATE OUTPUT
- 0-10 VDC SIGNAL TO CONTROL VARIABLE SPEED BOILER PUMP\*
- 0-10 VDC SYSTEM PUMP SIGNAL INPUT\*
- HEAT DEMAND FROM 0-10V INPUT
- INSTALLER CAN PROGRAM NAME AND NUMBER INTO THE BOILER
- INSTALLER ADJUSTABLE FREEZE PROTECTION PARAMETERS
- SEPARATELY ADJUSTABLE SH/DHW SWITCHING TIMES\*
- INSTALLER ACCESS TO BMS AND RAMP DELAY SETTINGS

\*EXCLUSIVE TO KNIGHT XL SMART SYSTEM



**BLUE SCREEN:**  
Normal system operation



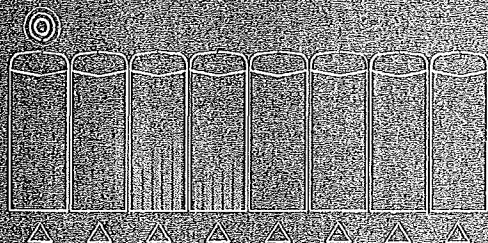
**YELLOW SCREEN:**  
Maintenance due - shows the installer's name and number on the display



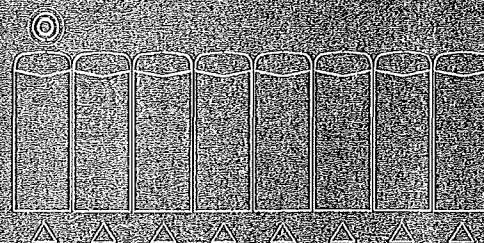
**RED SCREEN:**  
Lockout mode

## NEW SELECTABLE CASCADE OPTIONS

When multiple KNIGHT boilers are installed together, the SMART SYSTEM built-in sequencer can be set for "Lead-Lag" cascade or "Efficiency Optimized" cascade operation.



The "lead" boiler modulates with demand to capacity. As demand increases, additional boilers fire and modulate to capacity. This continues until all boilers are operating. Every 24 hours, the SMART SYSTEM automatically shifts the lead boiler role to the next in the sequence, distributing lead/lag runtimes equally.

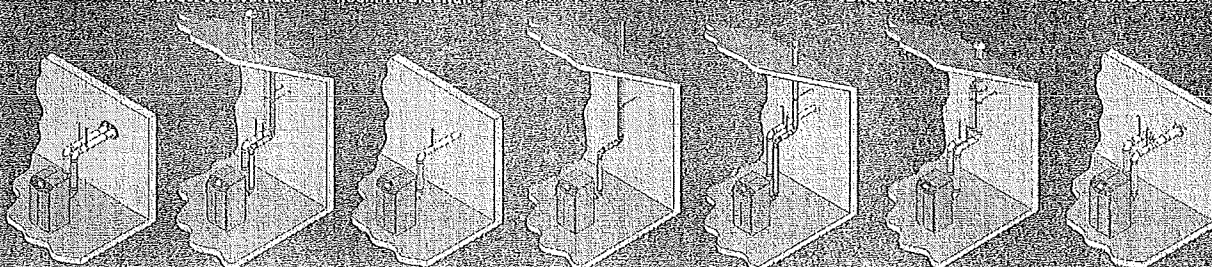


This feature optimizes the modulation capabilities of the Boiler Plant while evenly distributing runtime across all cascaded boilers. Every 24 hours the SMART SYSTEM automatically shifts the 1st boiler on role to the next in the sequence, distributing runtime equally.

\*Modulation capabilities allow 2-8 boilers to be sequenced.

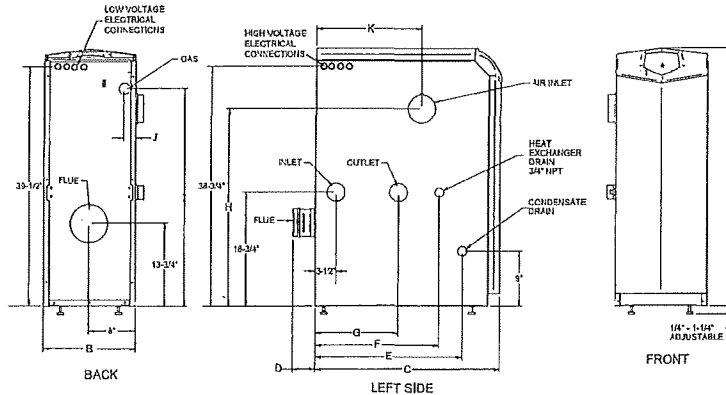
## 7 FLEXIBLE VENTING OPTIONS

Direct Vent Sidewall | Direct Vent Vertical | Room Air Sidewall | Room Air Vertical | Vertical w/Sidewall Air | Direct Vent Vertical\* | Direct Vent Sidewall\*



\*Optional concentric Vent Kit Sold Separately (p/n: 100-001-0000)

# KNIGHT® XL BOILER DIMENSIONS AND SPECIFICATIONS



Model Number Guide			
KB	N	701	M13
Model	Natural Gas	Btu/hr Input	Firing Controls

Knight XL Boiler,  
Natural Gas,  
700,000 Btu/hr input,  
M13 firing controls

KNIGHT XL HEATING BOILER						DIMENSIONS AND SPECIFICATIONS															
Model Number	Input MBH	Max Thermal Efficiency	Output MBH	Net AHRI Rating MBH	Net Efficiency	A	B	C	D	E	F	G	H	I	J	K	Gas Conn	Water Conn	Air Inlet Size	Vent Size	Shipping Wt (lbs)
KBH400	80	399	94.0%	376	327	42-1/2"	15-1/2"	27-3/4"	3-3/4"	20-3/4"	21"	14"	34"	34"	2"	18-3/4"	1"	1-1/2"	4"	4"	280
KBH501	100	500	94.0%	470	409	42-1/2"	15-1/2"	31-1/2"	3-3/4"	25-1/2"	21"	14"	32-1/2"	36"	2"	18"	1"	1-1/2"	4"	4"	310
KBH601	120	600	94.0%	564	490	42-1/2"	15-1/2"	36-1/4"	3-3/4"	25"	21"	14"	36"	32-3/4"	5-1/2"	19-1/2"	1"	2"	4"	4"	340
KBH701	140	700	94.0%	658	572	42-1/2"	15-1/2"	40-1/4"	3-3/4"	29"	23"	17"	36"	32-3/4"	3-1/4"	23-1/2"	1"	2"	4"	6"	370
KBH801	160	800	94.0%	752	654	42-1/2"	15-1/2"	45-1/4"	3-3/4"	33-1/4"	23"	17"	36"	32-3/4"	3-1/4"	27-3/4"	1"	2"	4"	6"	405

Notes: Indoor installation only. All information subject to change. Change "N" to "L" for LP gas models.

## STANDARD FEATURES

- 94% Thermal Efficiency
- Modulating Burner with 5:1 Turndown
  - Direct-Spark Ignition
  - Low NOx Operation
  - Sealed Combustion
  - Low Gas Pressure Operation
- ASME Stainless Steel Heat Exchanger
  - ASME Certified, "H" Stamped
  - Gasketless Heat Exchanger
  - 160 psi Working Pressure
  - 50 psi ASME Relief Valve
  - Highly efficient, condensing design
- Vertical & Horizontal Direct-Vent
  - Category IV venting up to 100 feet
  - PVC, CPVC, Polypropylene or AL29-4C Venting up to 100 feet
  - Factory Supplied Sidewall Vent Termination
- Smart System Control
- Other Features
  - On/Off Switch
  - Adjustable High Limit w/ Manual Reset
  - Automatic Reset High Limit
  - Flow Switch
  - Flue Temperature Sensor
  - Low Air Pressure Switch
  - Temperature & Pressure Gauge
  - Adjustable Leveling Legs
  - Condensate Trap
  - Zero Clearances to Combustible Material
  - 10 Year Limited Warranty (See Warranty)

## SMART SYSTEM FEATURES

- SMART SYSTEM Digital Operating Control
  - Multi-Color Graphic LCD Display w/ Navigation Dial
  - Three Reset Temperature Inputs with curves for three set point temperature inputs
  - Built in Cascading Sequencer for up to 8 Boilers
  - Multiple Size Boiler Cascade
  - Front end loading capability with Copper Fin II Lead Lag
  - Efficiency Optimization
- Outdoor Reset Control with Outdoor Air Sensor
- Programmable System Efficiency Optimizers
  - Night Setback
  - DHW Night Setback
  - Anti-Cycling
  - Outdoor Air Reset Curve
  - Ramp Delay
  - Boost Temperature & Time
- Three Pump Control
  - System Pump With Parameter for Continuous Operation
  - Boiler Pump With Variable Speed Pump Control\*
  - Domestic Hot Water Pump
- Domestic Hot Water Prioritization
  - DHW tank piped with priority in the boiler loop
  - DHW tank piped as a zone in the system with the pumps controlled by the Smart System
  - DHW Modulation Limiting
  - Separately Adjustable SH/DHW Switching Times\*
- Building Management System Integration
  - 0-10 VDC Input to Control Modulation or Set Point
  - 0-10 VDC Input Signal from Variable Speed System Pump\*
  - 0-10 VDC Modulation Rate Output
  - 0-10 VDC Input to Enable/Disable call for heat
  - Access to BMS Settings through Display
- High Voltage Terminal Strip
  - 120 VAC / 60 Hertz / 1 Phase Power Supply
  - Three sets of Pump Contacts with Pump Relays
- Low Voltage Terminal Strip
  - 24 VAC Device Relay
  - Proving Switch Contacts
  - Flow Switch Contacts
  - Alarm on Any Failure Contacts
  - Runttime Contacts
  - DHW Thermostat Contacts
  - 3 Space Heat Thermostat Contacts
  - System Sensor Contacts
  - DHW Tank Sensor Contacts
  - Outdoor Air Sensor Contacts
  - Cascade Contacts
  - 0-10 VDC BMS External Control Contact
  - 0-10 VDC Boiler Rate Output Contacts
  - 0-10 VDC Variable Speed System Pump Signal Input
  - 0-10 VDC Signal to Control Variable Speed Boiler Pump
  - Modbus Contacts
- Time Clock
- Data Logging
  - Hours Running, Space Heating
  - Hours Running, Domestic Hot Water
  - Ignition Attempts
  - Last 10 Lockouts
- Other Features
  - Low Water Flow Safety Control & Indication
  - Password Security
  - Inlet & Outlet Temperature Readout
  - Customizable Freeze Protection Parameters
  - Custom Maintenance Reminder with Contractor Info

\*Exclusive feature, available only from Lochinvar

## FIRING CODES

- M9 Standard Construction
- M7 California Code
- M13 CSD1 / FM / GE Gap (KB501-KB801)

## OPTIONAL EQUIPMENT

- Alarm Bell
- Condensate Neutralization Kit
- Concentric Vent Kit (KB400-KB601)
- BMS Gateway to LON or BacNet
- High & Low Gas Pressure Switches w/ Manual Reset (KB501-KB801)
- Variable Speed Boiler Circulation Pump
- MODBUS Communication
- Multi Temperature Loop Control
- Low Water Cutoff w/Manual Reset & Test
- Constant Speed Boiler Circulation Pump
- Stainless Steel Vent Kits (KB701-KB801)
- Stack Frame



Lochinvar, LLC  
300 Maddox Simpson Parkway  
Lebanon, Tennessee 37090  
P: 615.889.8900 / F: 615.547.1000  
Lochinvar.com

Registered Under  
U.S. Patents  
#7824178 and  
7506617



ADDENDUM NO. 1  
TO THE  
REQUEST FOR BIDS  
FOR  
**Boiler Replacements**

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:**

This is a list of changes and clarifications:

1. The City of Pontiac will hire an asbestos removal company.
2. Ottawa Park Cemetery will be the first unit replaced. Unit to be installed and operational by October 2018.
  - a. A new thermostat will need to be located in the main office area.
  - b. The circulator pumps need to be replaced.
  - c. New piping 3 ft. to header, 3 ft. out for returns & piping for circulator pumps.
3. The installation of boilers for Fire Station #6 & #9 will be installed and operational by June 30, 2019.
  - a. Fire Station #6 a section of the staircase railing will need to be removed for the disposal of the old boiler. The section of railing will be welded back into place once the installation of the new boiler has taken place.
  - b. Fire Station #6 new piping to main header and ball valve. Piping 3 ft. out for return.
  - c. Fire Station #9 new piping to header and 3ft. out for return.

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](mailto:MMcKenzie@pontiac.mi.us)  
248-758-3120

Date issued: 8-16-2018





**CITY OF PONTIAC**  
**Department of Building Safety & Planning**

*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 - REVISED  
1000 Vanguard Drive – PIN 64-14-19-351-024  
MUD Mixed Use Development District to M-1 Light Manufacturing District

**DATE:** June 27, 2018

**Analysis of Petition**

The City has received a request from Butzel Long, PC on behalf of the Setzer 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 approval.

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.

The error identifying the parcel with a previous Parcel ID has been corrected; the applicant provided this dated information on their application. The correct PIN is 64-14-19-351-024.

ZMA 18-06 - Zoning Map Amendment  
Address: 1000 Vanguard Drive  
Parcel: 64-14-19-351-024

## Resolution

*Whereas*, The City has received an application for a Zoning Map Amendment for Parcel ID Number 64-14-19-351-024, also known as 1000 Vanguard Drive, from Butzel Long, PC for Setzer 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 64-14-19-351-024, 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 64-14-19-351-024, to amend the current zoning from MUD Mixed Use District zoning to M-1 Light Manufacturing District.



***PIN 64-14-19-351-024***





# City of Pontiac

## City Council Memo

### Economic Development

RECEIVED

2018 SEP - 7 PM 2:01

PONTIAC CITY CLERK

To: Honorable Mayor Waterman, Council President and City Council

From: Rachel Loughrin, Director of Economic Development

Through the Office of the Deputy Mayor, Jane Bais-DiSessa

Date: 9-07-18

**RE: Application for Industrial Facilities Tax Exemption**  
**1200 Auburn Road**

Dear Mayor, Council President and City Council Members,

Peninsula Plastics, an Auburn Hills based manufacturer of custom packaging for both the automotive and textile industries, has located an approximately 95,000 square foot vacant building within the City of Pontiac that they would like to purchase for the expansion of their operations.

The anticipated investment for the expansion and cost of new equipment is estimated at over \$16,000,000 over the next five years.

Peninsula Plastics is requesting an Industrial Facilities Exemption to help facilitate the expansion of their company within the City of Pontiac. The company requests that during the Council Meeting on September 11, 2018 that Council schedule a Public Hearing for September 18, 2018 for the approval of the Application for the Industrial Facilities Tax Exemption, Plant Rehabilitation District.

Plant Rehabilitation Districts, known as the Industrial Facilities Exemption provides a tax incentive to manufacturers to enable the renovation and expansion of aging facilities. An exemption will be provided to the facility from ad valorem real and/or personal property taxes.

Projected hiring for this project stands at 40 full time jobs over the next five years with an average salary of \$45,000. The company has also provided the City with a hiring commitment that will be built into their development agreement for the project. The company commits to use good faith efforts to hire at least 25 Pontiac residents over the next three years and commits to continue employing Pontiac residents. If the company is unable to meet their hiring commitment to the City the company will then abide by its penalty provision found within the development agreement.

In accordance with the IFT regulations, before this application may be considered, a public hearing is required. As such, the following resolution is recommended;

WHEREAS, Peninsula Plastics has submitted an application for an Industrial Facilities Tax (IFT) Exemption Certificate to rehabilitate 1200 Auburn Avenue; and

WHEREAS, application has been sent to the Office of the City Clerk for certification and;

WHEREAS, the Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption) (PA 198 of 1974, as amended) Version 4/8/2014 4 MCL 207.555(2), requires that before acting upon an application, the governing legislative body conduct a public hearing,

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council direct the City Clerk to schedule a public hearing on September 18, 2018 in accordance with the Plant Rehabilitation and Industrial Development Act (Industrial Facilities Exemption) (PA 198 of 1974, as amended).



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## Peninsula Plastics IFT and Brownfield Proposed Timeline

---

1. August 28, 2018- Present request to set a public hearing to establish an IFT Plant Rehabilitation District for Peninsula Plastics to City Council. City Council approves the request to set a public hearing for September 4, 2018 for the district
2. September 4, 2018- City Council holds public hearing to establish the district. City Council approves the district after the hearing.
3. September 11, 2018- Present the request to set a public hearing on the application.
4. September 18, 2018- City Council approves the request to set a public hearing for September 25, 2018 on the application
5. September 25, 2018- City Council holds the public hearing to approve the application. Present the approval of the letter of agreement and affidavit of fees to City Council for approval. Present request to approve a brownfield plan. Present request to set a public hearing to remove parcels from TIFA in order to qualify for a brownfield. Note the public hearing notice requirement is 20-40 days.
6. October 2, 2018- City Council approves application, letter of agreement and affidavit of fees. City Council votes to approve the scheduling of the public hearing for November 6, 2018.

7. October 23, 2018- TIFA and Brownfield Meetings on Peninsula Plastics
8. November 6, 2018- City Council holds public hearings to remove the TIFA parcels and approve the brownfield plan. City Council approves the removal and brownfield plan after the hearing. City approves the two required Oakland County resolutions to establish the brownfield

# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit
STC Use Only	
Date Received by STC	Application Number

## APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) <b>Peninsula Plastics, Inc.</b>		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <b>3252 and 3089</b>	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <b>1200 Auburn Rd, Pontiac, MI 48342</b>		1d. City/Township/Village (indicate which) <b>Pontiac</b>	1e. County <b>Oakland</b>
2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located <b>Pontiac City School District</b> 3b. School Code <b>63030</b>	
		4. Amount of years requested for exemption (1-12 Years) <b>Twelve Years</b>	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

See Attached Page

6a. Cost of land and building improvements (excluding cost of land) ..... * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	1,500,000 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures ..... * Attach itemized listing with month, day and year of beginning of installation, plus total	8,450,000 Personal Property 6,400,000 New and 2,050,000 Relocated
6c. Total Project Costs ..... * Round Costs to Nearest Dollar	9,550,000 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

### Anticipated Dates

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	October 1, 2018	October 1, 2020	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	October 1, 2018	October 1, 2020	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☒ Yes ☐ No

9. No. of existing jobs at this facility that will be retained as a result of this project. **All will be new to the facility**  
 10. No. of new jobs at this facility expected to create within 2 years of completion. **20 Jobs within 2 years, up to 40 within five years.**

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....	1,054,765
b. TV of Personal Property (excluding inventory) .....	
c. Total TV .....	1,054,765

12a. Check the type of District the facility is located in:

☐ Industrial Development District ☒ Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit)

September 4, 2018

12c. Is this application for a speculative building (Sec. 3(8))?

☐ Yes ☒ No

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <b>Grant Williams</b>	13b. Telephone Number <b>248.267.3340</b>	13c. Fax Number <b>248.879.2001</b>	13d. E-mail Address <b>williamsg@millercanfield.com</b>
14a. Name of Contact Person <b>Ryan Victory</b>	14b. Telephone Number <b>248.761.3454</b>	14c. Fax Number <b>248.852.5482</b>	14d. E-mail Address <b>RVictory@PeninsulaPlastics.com</b>
▶ 15a. Name of Company Officer (No Authorized Agents) <b>Ryan Victory, President</b>			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number <b>248.852.5482</b>	15d. Date
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <b>2800 Auburn Court, Auburn Hills, Michigan 48326-3203</b>		15f. Telephone Number <b>248.852.3731</b>	15g. E-mail Address <b>RVictory@PeninsulaPlastics.com</b>

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.			
16c. LUCI Code		16d. School Code	
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury  
State Tax Commission  
PO Box 30471  
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

## Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.**)

**The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.)**

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.

4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). **If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.**
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).



5. **Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).**
6. **Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be incorporated into the Letter of Agreement (see sample).**
7. **Treasury Form 3222 (if applicable - Fiscal Statement for Tax Abatement Request.**

**The following information is required for rehabilitation applications in addition to the above requirements:**

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

**The following information is required for speculative building applications in addition to the above requirements:**

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor. Please refer to the following Web site for P.A. 198 of 1974:

Please refer to the following Web site for P.A. 198 of 1974: [www.legislature.mi.gov/](http://www.legislature.mi.gov/). For more information and Frequently Asked Questions, visit our Web site at [www.michigan.gov/propertytaxexemptions](http://www.michigan.gov/propertytaxexemptions).

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

## Schedule 6

### 6(B) – Personal Property

<u>Anticipated Personal Property</u>	<u>Estimated Cost</u>	<u>Anticipated Installation Date</u>
CNC	\$200,000	10/1/2018-12/31/2018
Dust Collection	\$250,000	
Injection Molder #2	\$400,000	
II	\$100,000	
S	\$1,650,000	
B	\$200,000	
V	\$250,000	
Grander	\$450,000	
Racking	\$100,000	
Electrical upgrade	\$650,000	
Fire Suppression	\$250,000	
Former #1	\$950,000	10/1/2019
Former #2	\$950,000	10/1/2020
<b>Subtotal</b>	<b>6,400,000</b>	
<u>Relocated Personal Property</u>	<u>Estimated Acquisition Cost</u>	
Sheet Extruder #1	\$1,000,000	10/1/2018-12/31/2018
CNC	\$400,000	
Mold Shop	\$350,000	
Injection Molder #1	\$75,000	
Injection Molder #2	\$75,000	
other	\$150,000	
<b>Subtotal</b>	<b>\$2,050,000</b>	
<b>Total</b>	<b>\$8,450,000</b>	

Installation dates do not account for delays for long lead time items or construction delays



# City of Pontiac

## City Council Memo

### Economic Development

To: Honorable Mayor Waterman, Council President and City Council

From: Rachel Loughrin, Director of Economic Development

Through the Office of the Deputy Mayor, Jane Bais-DiSessa

Date: 9-07-18

RE: Request for approval of PILOT Ordinance – Second Reading  
The Hamilton, 5 Carter Street

RECEIVED  
2018 SEP -7 PM 12:29  
PONTIAC CITY CLERK

Dear Mayor, Council President and City Council Members,

On September 04, 2018, the proposed Ordinance for a payment in lieu of taxes (PILOT) was introduced for The Hamilton, 5 Carter Street.

MSHDA has awarded LIHTC housing credits for this project and the Executive Office recommends adoption of the ordinance.

In addition, we are requesting approval of the Municipal Services Agreement and Development Agreement that are a part of this project. The agreements are attached for your review and consideration.

Since the agreements are crucial to the success of the PILOT ordinance, we are recommending that the Council adopt the following resolution.

**Resolution for the Approval of the Municipal Services Agreement and Development Agreement between The Hamilton Limited Dividend Housing Association Limited Partnership and the City of Pontiac.**

*WHEREAS, the Pontiac City Council adopted a Low Income Housing Tax Exemption Ordinance, effective September 28, 2018, that exempts The*

*Hamilton Limited Dividend Housing Association Limited Partnership (The Hamilton) from property taxes in lieu of a service charge, commonly referred to as "Payment in Lieu of Taxes" ("PILOT"); and*

*WHEREAS, the City and The Hamilton have entered into a Municipal Services Agreement; and*

*WHEREAS, the City and The Hamilton also have entered into a Development Agreement regarding the PILOT;*

*NOW THEREFORE BE IT RESOLVED THAT, the Pontiac City Council approves the Municipal Services Agreement and Development Agreement between The Hamilton Limited Dividend Housing Association Limited Partnership and the City of Pontiac.*

*Be it further resolved that the Pontiac City Council authorize the Mayor to execute the agreements on behalf of the City.*

Pontiac, Michigan

ORDINANCE NO.  
TAX EXEMPTION ORDINANCE

ADOPTED: \_\_\_\_\_, 2018

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq.; the "Act").

THE CITY OF PONTIAC

ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "Tax Exemption Ordinance-The Hamilton."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing project that is constructed with financing extended in reliance on such tax exemption.

The City acknowledges that the Sponsor: *The Hamilton Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership*, has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a forty-two (42) unit housing project identified as *The Hamilton* on certain property located at 5 Carter Street in the City to serve low income persons and families, and that the Sponsor has offered to pay the City, on account of this housing project, an annual service charge for public services in lieu of all ad valorem property taxes.

SECTION 3. Definitions.

- A. "Authority" means the Michigan State Housing Development Authority.

B. "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities (as hereafter defined).

C. "LIHTC Program" means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

D. "Low Income Persons and Families" means persons and families eligible to move into a housing project.

E. "Mortgage Loan" means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.

F. "Sponsor" means *The Hamilton Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership*, and any entity that receives or assumes a Mortgage Loan.

G. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

#### SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that *The Hamilton* is of this class.

#### SECTION 5. Establishment of Annual Service Charge.

The housing project identified as *The Hamilton* and the property on which will be located shall be exempt from all ad valorem property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 6 % of the Annual Shelter Rent actually collected by the housing project during each operating year.

#### SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the current calendar year. The annual payment for each operating year shall be paid on or before July 1<sup>st</sup> of the operating year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq.).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as: (i) the Hamilton housing project has commenced construction on the forty-two (42) units on the property within two (2) years of the effective date of this Ordinance; and (ii) a) a Mortgage Loan remains outstanding and unpaid; and b) the housing project remains subject to income and rent restrictions under the LIHTC Program but in no case longer than sixteen (16) years from the date of the certificate of occupancy issued by the City for the housing project.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 12. Effective Date.

This Ordinance shall become effective on \_\_\_\_\_, 2018, as provided in the City Charter.

By: \_\_\_\_\_

CITY CLERK

## MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 between THE HAMILTON LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, a Michigan limited partnership of 500 South Front Street, 10<sup>th</sup> Floor, Columbus, Ohio 43215, (hereinafter referred to as the "OWNER") and City of Pontiac, a Michigan municipal corporation, of 47450 Woodward Avenue, Pontiac Michigan 48342 (hereinafter referred to as the "CITY").

### RECITALS

- A. The OWNER intends to purchase and develop a housing project for low to moderate income families, to be known as The Hamilton Apartments, financed in part by Low Income Housing Tax Credits (LIHTC), administered by the Michigan State Housing Development Authority (MSHDA) on land legally described on Exhibit "A", (hereinafter referred to as the "PROJECT").
- B. The OWNER desires to guarantee that certain municipal services will be provided to the PROJECT during the term that the Payment in Lieu of Taxes (hereinafter referred to as the "PILOT") Ordinance for this PROJECT is in place, such municipal services to exclude normal water, sewer, and other utility charges as well as special assessment charges (which must be paid separately and at duly established rates) and similar charges and to include only:
  - 1. Emergency services, including police and ambulance (at normal published rates) and fire service specifically administered through the CITY;
  - 2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the PROJECT;
  - 3. Said municipal services shall be provided in the customary way, in a competent and workmanlike manner, and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Oakland, and City of Pontiac or other applicable jurisdictions or bodies.

(All of the above collectively referred to as "Municipal Services")

### AGREEMENT

The parties agree as follows:



1. The payment for Municipal Services shall be computed as follows: Ten Thousand Dollars (\$10,000) will be paid concurrent with the annual PILOT payment for The Hamilton Apartments. Each year the annual MSA payment shall be increased per the published Consumer Price Index for all products Midwest region. The maximum yearly adjustment shall be 3%.
2. Payment for Municipal Services shall commence at the time the first PILOT payment is made and will remain in effect for as long as a payment-in-lieu-of-taxes ordinance is in place for the project.

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

WITNESSES:

THE HAMILTON LIMITED DIVIDEND  
HOUSING ASSOCIATION LIMITED  
PARTNERSHIP, A Michigan Limited  
Partnership

By: THE HAMILTON GP, LLC,  
An Ohio limited liability company  
Its General Partner

By: Woda Cooper General Partner, LLC  
An Ohio limited liability company  
Its Sole Member

By: Woda Cooper Communities, LLC  
An Ohio limited liability company  
Its Sole Member

By: \_\_\_\_\_  
David Cooper Jr., Vice President &  
Associate General Counsel

CITY OF PONTIAC

By: \_\_\_\_\_

Its: Mayor

**EXHIBIT A**

*ASSESSORS SUBD NO 1 To Be Completed*

Development Agreement  
(5 Carter Street – The Hamilton)

This Development Agreement (the "Agreement") is executed and effective this \_\_\_\_ Day of August 2018, between the CITY OF PONTIAC (the "City"), a Michigan municipal corporation, and The Hamilton Limited Dividend Housing Association Limited Partnership (the "Owner"), a Michigan limited partnership.

WHEREAS, the Owner is constructing a 42 unit, 4 story multi-family affordable housing development at 5 Carter Street, in the City of Pontiac; and

WHEREAS, the Owner wishes to utilize Payment in Lieu of Taxes as well as the MSHDA LIHTC program;

NOW THEREFORE, the Owner has requested a Payment In Lieu of Taxes (PILOT) from the City and other considerations, which the City is willing to provide so long as the following terms and conditions as noted below are agreed upon and adhered to for the length of the PILOT.

### Terms & Conditions

In consideration for the foregoing, Owner hereby agrees as follows:

1. **No Preemption.** Unless otherwise provided for specifically herein, this Agreement shall not be deemed to waive, preempt or make unnecessary any applicable municipal or governmental processes. This includes, but is not limited to zoning, variances, brownfield and economic incentives, assessments or fees and that Owners and/or Users are required to submit and participate for any appropriate process as provided in the City's ordinances, City Charter, including any applicable City Commission(s) and City Council matters and processes.
2. **Jobs.** Owner shall make all reasonable efforts to use Pontiac contractors and subcontractors, as well as hire Pontiac residents. Owner shall also establish an internship or apprenticeship program focused on the education of Pontiac residents. Owner has entered a memorandum of understanding (MOU) with HerCo.Org, LLC to provide 15 "ready to work" Section 3 (to be known as apprentices) at The Hamilton construction site.
3. **Notification of Transfer.** Within a 48-hour period of its occurrence, Owner must notify City in the event of a transfer of general partnership or of ownership of the building.
4. **Management Notification.** The Owner shall provide the City and the Building Official with the name and address of the Management Company and the name and direct contact information (phone and email) of the Management Company's primary Manager. Should Management company fall into poor standing with the City, Operator will be required to provide a monthly report to the Mayor's

City of Pontiac  
Development Agreement

office outlining each violation and the timeline and process for amending said violations. Poor standing is defined, but not limited as three or more code enforcement citations written for the same violation, with no action taken to rectify matter.

5. **Annual Review.** Rental Inspection Certification shall be conducted on an annual basis. The City's Building Safety division shall hold an Annual Review of all ordinance violations with the Management Company.
6. **Vacancy.** Vacancy rate shall be reported to City, for the preceding year and on a monthly basis, at time of Annual Review.
7. **Security.** Management Company must develop and maintain a municipally approved security plan. At the time of Annual Review, Owner must also provide the City with the latest incident report from the Sheriff's office. The City shall decide whether the security plan shall be amended.
8. **Maintenance Reserve.** Owner will maintain a reasonable maintenance reserve, and will provide a pro forma of that account at Annual Review.
9. **Resident Council.** The management company is to assist renters with the establishment of a Resident Council.
10. **Compliance with Applicable Regulations.** Owner hereby agrees to cause its respective Property to comply with all local, State and Federal regulations applicable to such Property, as may be amended.
11. **Term.** This Agreement shall correspond to the term of the PILOT agreement as approved by the Pontiac City Council.
12. **Notices.** All notices or communications required by this Agreement may be delivered either in-person, or by registered mail to parties listed below:

**To the City:**

City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342  
Attention: Deputy Mayor

City of Pontiac  
Development Agreement

With Copy To:

City of Pontiac  
Attention: Building Official  
47450 Woodward Avenue  
Pontiac, MI 48342  
Attention: Building Official

To the Owner:

Woda Cooper Development, Inc.  
500 S. Front Street, 10<sup>th</sup> Floor  
Columbus, Ohio 43215  
Attention: Maia Boitano

13. Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective permitted successors and assigns.
14. Conditions of Breach and Costs. Upon finding of breach pursuant to legal action, the Owner shall be responsible for all costs and fees associated with such action, including all actual attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

OWNER:

The Hamilton Limited Dividend Housing  
Association Limited Partnership, a Michigan  
limited partnership

By: MBait

Name: Maia P. Boitano  
Title: Vice President and Associate  
General Counsel

CITY:

CITY OF PONTIAC  
A Michigan municipal corporation

\_\_\_\_\_  
Hon. Deirdre Waterman  
Mayor



# City of Pontiac

## City Council Memo

### Economic Development

To: Honorable Mayor Waterman, Council President and City Council.

From: Rachel Loughrin, Director of Economic Development

Through: Office of the Deputy Mayor, Jane Bais-DiSessa

Date: 9-07-18

RE: Introduction of a PILOT Ordinance  
Winston Commons, 69 Douglas Street

RECEIVED  
2018 SEP - 7 PM 12:34  
PONTIAC CITY CLERK

Dear Mayor, Council President and City Council Members,

The Woda Group has requested a payment in lieu of taxes (PILOT) ordinance from the City for the proposed 69 Douglas Street development, "Winston Commons". This PILOT request is at 6% of shelter rents and is in combination with a Municipal Services Agreement for \$13,000 per year with an annual increase in line with the consumer price index, which is around approximately 3% per year. The duration of the PILOT will be for the duration of the mortgage but in no case for longer than 16 years.

The proposed 54-unit, townhome development will provide affordable housing to Pontiac residents. The development is slated for general occupancy, marketed toward working singles, families and seniors. The 54 units will add approximately 100 new residents to our downtown area. The proposed breakdown of units is as follows;

- 9 one bedroom units
- 38 two bedroom units
- 7 three bedroom units

Should the Council vote to approve this PILOT request, the approval should be contingent upon the MSHDA award of the LIHTC housing credit.

In addition, the City Attorney will need to draft an ordinance for your consideration. The ordinance will require both a first and second reading prior to its adoption.

Please find attached a copy of the following materials;

1. Draft Ordinance
2. Municipal Services Agreement
3. Development Agreement
4. HerCO Letter of Intent
5. Site drawings including Site Plan & Elevations
6. Aerial showing existing conditions
7. Rent and income limits information

Pontiac, Michigan

ORDINANCE NO.  
TAX EXEMPTION ORDINANCE

ADOPTED: \_\_\_\_\_, 2018

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq.; the "Act").

THE CITY OF PONTIAC

ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "Tax Exemption Ordinance-Winston Commons."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing project that is constructed with financing extended in reliance on such tax exemption.

The City acknowledges that the Sponsor: *Winston Commons Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership*, has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a fifty-four (54) unit housing project identified as *Winston Commons* on certain property located at 69 Douglas Street in the City to serve low income persons and families, and that the Sponsor has offered to pay the City, on account of this housing project, an annual service charge for public services in lieu of all ad valorem property taxes.

SECTION 3. Definitions.

A. "Authority" means the Michigan State Housing Development Authority.



B. "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities (as hereafter defined).

C. "LIHTC Program" means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

D. "Low Income Persons and Families" means persons and families eligible to move into a housing project.

E. "Mortgage Loan" means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.

F. "Sponsor" means *Winston Commons Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership*, and any entity that receives or assumes a Mortgage Loan.

G. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

#### SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that *Winston Commons* is of this class.

#### SECTION 5. Establishment of Annual Service Charge.

The housing project identified as *Winston Commons* and the property on which will be located shall be exempt from all ad valorem property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 6 % of the Annual Shelter Rent actually collected by the housing project during each operating year.

#### SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the current calendar year. The annual payment for each operating year shall be paid on or before July 1<sup>st</sup> of the operating year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq.).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as: (i) the Winston Commons housing project has commenced construction on the fifty-four (54) residential units on the property within two (2) years of the effective date of this Ordinance; and (ii) a) the Mortgage Loan remains outstanding and unpaid; and b) the housing project remains subject to income and rent restrictions under the LIHTC Program but in no case longer than sixteen (16) years from the date of the certificate of occupancy issued by the City for the housing project.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 12. Effective Date.

This Ordinance shall become effective on \_\_\_\_\_, 2018, as provided in the City Charter.

By: \_\_\_\_\_

CITY CLERK

## MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 between WINSTON COMMONS LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, a Michigan limited partnership of 500 South Front Street, 10<sup>th</sup> Floor, Columbus, Ohio 43215, (hereinafter referred to as the "OWNER") and City of Pontiac, a Michigan municipal corporation, of 47450 Woodward Avenue, Pontiac Michigan 48342 (hereinafter referred to as the "CITY").

### RECITALS

- A. The OWNER intends to purchase and develop a housing project for low to moderate income families, to be known as Winston Commons, financed in part by Low Income Housing Tax Credits (LIHTC), administered by the Michigan State Housing Development Authority (MSHDA) on land legally described on Exhibit "A", (hereinafter referred to as the "PROJECT").
- B. The OWNER desires to guarantee that certain municipal services will be provided to the PROJECT during the term that the Payment in Lieu of Taxes (hereinafter referred to as the "PILOT") Ordinance for this PROJECT is in place, such municipal services to exclude normal water, sewer, and other utility charges as well as special assessment charges (which must be paid separately and at duly established rates) and similar charges and to include only:
  - 1. Emergency services, including police and ambulance (at normal published rates) and fire service specifically administered through the CITY;
  - 2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the PROJECT;
  - 3. Said municipal services shall be provided in the customary way, in a competent and workmanlike manner, and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Oakland, and City of Pontiac or other applicable jurisdictions or bodies.

(All of the above collectively referred to as "Municipal Services")

### AGREEMENT

The parties agree as follows:

1. The payment for Municipal Services shall be computed as follows: Thirteen Thousand Dollars (\$13,000) will be paid concurrent with the annual PILOT payment for Winston Commons. Each year the annual MSA payment shall be increased per the published Consumer Price Index for all products Midwest region. The maximum yearly adjustment shall be 3%.
2. Payment for Municipal Services shall commence at the time the first PILOT payment is made and will remain in effect for as long as a payment-in-lieu-of-taxes ordinance is in place for the project.

**IN WITNESS WHEREOF**, this Municipal Services Agreement is executed as of the day and year first written above.

WITNESSES:

WINSTON COMMONS LIMITED  
DIVIDEND HOUSING ASSOCIATION  
LIMITED PARTNERSHIP, A Michigan  
Limited Partnership

By: WINSTON COMMONS GP, LLC,  
An Ohio limited liability company  
Its General Partner

By: Woda Cooper General Partner, LLC  
An Ohio limited liability company  
Its Sole Member

By: Woda Cooper Communities, LLC  
An Ohio limited liability company  
Its Sole Member

By: \_\_\_\_\_  
David Cooper Jr., Vice President &  
Associate General Counsel

CITY OF PONTIAC

By: \_\_\_\_\_

Its: City Manager

**EXHIBIT A**

*ASSESSORS SUBD NO 1 To Be Completed*

Development Agreement  
(69 Douglas Street – Winston Commons)

This Development Agreement (the "Agreement") is executed and effective this \_\_\_\_ Day of August 2018, between the CITY OF PONTIAC (the "City"), a Michigan municipal corporation, and Winston Commons Limited Dividend Housing Association Limited Partnership (the "Owner"), a Michigan limited partnership.

WHEREAS, the Owner is constructing a 54 unit, townhouse affordable housing development at 69 Douglas Street, in the City of Pontiac; and

WHEREAS, the Owner wishes to utilize Payment in Lieu of Taxes as well as the MSHDA LIHTC program;

NOW THEREFORE, the Owner has requested a Payment In Lieu of Taxes (PILOT) from the City and other considerations, which the City is willing to provide so long as the following terms and conditions as noted below are agreed upon and adhered to for the length of the PILOT.

### **Terms & Conditions**

In consideration for the foregoing, Owner hereby agrees as follows:

1. **No Preemption.** Unless otherwise provided for specifically herein, this Agreement shall not be deemed to waive, preempt or make unnecessary any applicable municipal or governmental processes. This includes, but is not limited to zoning, variances, brownfield and economic incentives, assessments or fees and that Owners and/or Users are required to submit and participate for any appropriate process as provided in the City's ordinances, City Charter, including any applicable City Commission(s) and City Council matters and processes.
2. **Jobs.** Owner shall make all reasonable efforts to use Pontiac contractors and subcontractors, as well as hire Pontiac residents. Owner shall also establish an internship or apprenticeship program focused on the education of Pontiac residents. Owner has entered a memorandum of understanding (MOU) [Exhibit A] with HerCo.Org, LLC to provide 15 "ready to work" Section 3 (to be known as apprentices) at the Winston Commons construction site.
3. **Notification of Transfer.** Within a 48-hour period of its occurrence, Owner must notify City in the event of a transfer of general partnership or of ownership of the building.
4. **Management Notification.** The Owner shall provide the City and the Building Official with the name and address of the Management Company and the name and direct contact information (phone and email) of the Management Company's primary Manager. Should Management company fall into poor standing with the City, Operator will be required to provide a monthly report to the Mayor's

City of Pontiac  
Development Agreement

office outlining each violation and the timeline and process for amending said violations. Poor standing is defined, but not limited as three or more code enforcement citations written for the same violation, with no action taken to rectify matter.

5. **Annual Review.** Rental Inspection Certification shall be conducted on an annual basis. The City's Building Safety division shall hold an Annual Review of all ordinance violations with the Management Company.
6. **Vacancy.** Vacancy rate shall be reported to City, for the preceding year and on a monthly basis, at time of Annual Review.
7. **Security.** Management Company must develop and maintain a municipally approved security plan. At the time of Annual Review, Owner must also provide the City with the latest incident report from the Sheriff's office. The City shall decide whether the security plan shall be amended.
8. **Maintenance Reserve.** Owner will maintain a reasonable maintenance reserve, and will provide a pro forma of that account at Annual Review.
9. **Resident Council.** The management company is to assist renters with the establishment of a Resident Council.
10. **Compliance with Applicable Regulations.** Owner hereby agrees to cause its respective Property to comply with all local, State and Federal regulations applicable to such Property, as may be amended.
11. **Term.** This Agreement shall correspond to the term of the PILOT agreement as approved by the Pontiac City Council. The PILOT approval for this project shall be contingent upon the MSHDA award of the LIHTC program for this development.
12. **Notices.** All notices or communications required by this Agreement may be delivered either in-person, or by registered mail to parties listed below:

To the City:

City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342  
Attention: Deputy Mayor

City of Pontiac  
Development Agreement

With Copy To:

City of Pontiac  
Attention: Building Official  
47450 Woodward Avenue  
Pontiac, MI 48342  
Attention: Building Official

To the Owner:

Woda Cooper Development, Inc.  
500 S. Front Street, 10<sup>th</sup> Floor  
Columbus, Ohio 43215  
Attention: Maia Boitano

13. **Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their respective permitted successors and assigns.
14. **Conditions of Breach and Costs.** Upon finding of breach pursuant to legal action, the Owner shall be responsible for all costs and fees associated with such action, including all actual attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

OWNER:

Winston Commons Limited Dividend  
Housing Association Limited Partnership, a  
Michigan limited partnership

By: \_\_\_\_\_

Name: Maia P. Boitano

Title: Vice President and Associate  
General Counsel



City of Pontiac  
Development Agreement

CITY:

CITY OF PONTIAC  
A Michigan municipal corporation

---

Hon. Deirdre Waterman  
Mayor

City of Pontiac  
Development Agreement

EXHIBIT A

HERCO  
Memorandum of Understanding



## WODA COOPER COMPANIES

August 20, 2018

Phyllis Watson-Loudermill  
HerCO.ORG, LLC  
2964 Lakeshore Drive, W 604  
Muskegon, Michigan 49441

Re: Intent to Purchase:

Dear Ms. Loudermill,

This Letter of Intent is issued this 20<sup>th</sup> day of August, 2018 by and between HerCO.ORG, LLC (hereinafter referred to as "HerCO"), and the Woda Cooper Development, Inc., whose address is 500 S. Front Street, 10<sup>th</sup> Floor, Columbus, Ohio 43215 (hereinafter referred to as the "Company").

The Company is pleased to extend the following Letter of Intent to enter into a Referral Agreement for Section 3 worker for Winston Commons, located at 69 Douglas Street, Pontiac, Michigan 48342.

Terms:

The Company desires to pay One Thousand Dollars (\$1,000.00) (the "Referral Fee") for each Section 3 worker (to be known as apprentices) supplied and managed by HerCO throughout construction of Winston Commons. HerCO's responsibility will be to source and oversee work of each apprentice throughout the tenure of construction on behalf of Woda Cooper Development, Inc.

Contingencies:

- 1) The apprentices will be supplied from either the Trading Places apprentice program or from the City of Pontiac neighborhoods.
- 2) The total amount of workers supplied will not exceed fifteen (15) workers.
- 3) Two (2) apprentices will be supplied to General Contractor and the remainder will be supplied to subcontractors who will utilize the apprentice workers.

Referral Agreement: The Company and HerCO will enter into a Referral Agreement no later than December 31, 2018.

Agreed and Accepted:

HerCO:  
HerCO.ORG, LLC

By: [Signature]

Date: 8/20/18

Title: Partner

The Company:  
Woda Cooper Development, Inc.

By: [Signature]

Date: 8/20/18

Jennifer Ricci  
Vice President

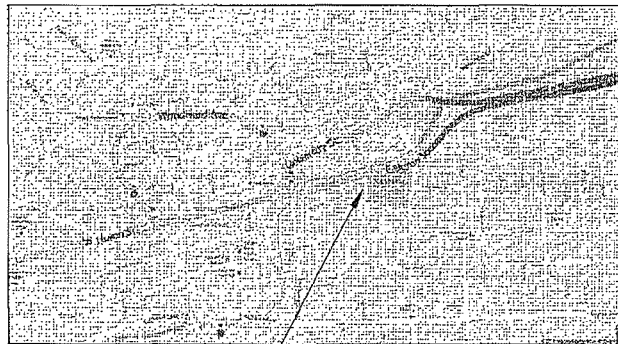


WODA COOPER COMPANIES

OFFICES LOCATED IN GEORGIA, INDIANA, KENTUCKY, MARYLAND, MICHIGAN, OHIO AND VIRGINIA

# WINSTON COMMONS

SITE LOCATION MAP



69 DOUGLAS STREET  
PONTIAC, MI 48342



## DRAWING INDEX

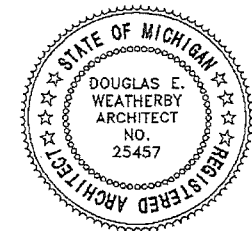
C1.0	COVER SHEET
C1.1	PROJECT DATA SHEET
S1.0	SITE PLAN
S1.1	SITE LANDSCAPE PLAN
S1.2	SITE LIGHTING PLAN
S1.3	SITE LIGHTING CUT SHEET
S1.4	SITE DETAILS
A1.0	BUILDING A PLANS
A1.1	BUILDING A STREET ELEVATION
A1.2	BUILDING B PLANS
A1.3	BUILDING B STREET ELEVATION
A1.4	BUILDING C PLANS & STREET ELEVATION
A1.5	BUILDING D PLANS
A1.6	BUILDING D STREET ELEVATION
A1.7	BUILDING E PLANS
A1.8	BUILDING E STREET ELEVATION
A1.9	BUILDING F PLANS
A1.10	BUILDING F STREET ELEVATION
A1.11	BUILDING G PLAN & STREET ELEVATION
A1.12	BUILDING H PLANS
A1.13	BUILDING H FRONT ELEVATION
A1.14	COMMUNITY BUILDING PLAN & ELEVATION
A2.0	ONE BEDROOM UNIT PLAN & ACCESSIBLE PLAN
A2.1	TWO BEDROOM TOWNHOUSE UNIT PLANS
A2.2	THREE BEDROOM TOWNHOUSE UNIT PLANS
A2.3	TWO BEDROOM ACCESSIBLE UNIT PLAN
A2.4	THREE BEDROOM ACCESSIBLE UNIT PLAN

OAKLAND COUNTY  
PONTIAC, MI

DEVELOPER  
**WODA COOPER  
DEVELOPMENT, INC.**

OWNER  
**WINSTON COMMONS  
LIMITED DIVIDEND  
HOUSING ASSOCIATION  
LIMITED PARTNERSHIP**

ARCHITECT  
**PCI DESIGN GROUP, INC.**



**PCI DESIGN GROUP, INC.**  
500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

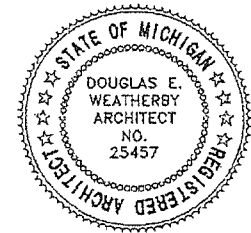
**FAMILY  
HOUSING**

**COVER SHEET**

09-06-2018

**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

**C1.0**

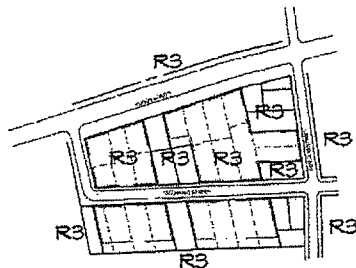


## SITE DEVELOPMENT DATA

ADDRESS:	64 DOUGLAS STREET PONTIAC MI
PARCEL ID:	
SITE AREA:	158,032.97 S.F. = 3.63 ACRES
ZONING:	
CURRENT	R-3 MULTIPLE FAMILY DWELLING NO CHANGE
PROPOSED USE:	54 DWELLING UNITS
DENSITY:	14.88 UNITS/ACRE +/-
PARKING:	REQUIRED @ 1.1/BR = 117 SF TOTAL PROVIDED = 120 SP
SETBACKS:	5' FRONT, 5' SIDE & 30' REAR
AREA OF PARCELS:	BUILDING PARCEL: 158,032.97 S.F.
HEIGHT OF BUILDING:	1 & 2 - STORY TOWNHOUSES - 17' FT +/- TO EAVE

### STATE BUILDING CODE

USE GROUP:	R-3 RESIDENTIAL (FAMILY OCCUPANCY)
CONSTRUCT. TYPE:	5B SLAB ON GRADE, WOOD FRAME



CURRENT ZONING

## RESIDENTIAL UNIT DATA

BUILDING 1 - APARTMENT													
UNIT TYPE	UNIT	GROSS AREA (SF)	NET AREA (SF)	F1	H2	E3	A4	C5	G6	D7	B8		TOTAL UNIT
1	1 BEDROOM	874	634						3	4			7
2	2 BEDROOM	1020	950	4	7	6	4	4		4	8		37
3	3 BEDROOM	1176	1100			2	2				2		6
4	1 BEDROOM ACCESSIBLE	674	634						2				2
5	2 BEDROOM ACCESSIBLE	1002	950	1									1
6	3 BEDROOM ACCESSIBLE	1155	1100	1									1
	TOTAL			6	7	8	6	4	5	8	10		54

## BUILDING AREA CALCULATIONS

	BUILDING AREAS			
	NO	1ST FLR	2ND FLR	TOTAL
BUILDING F-1	1	4335	2040	6375
BUILDING H-2	1	3731	3570	7301
BUILDING E-3	1	4476	4080	8556
BUILDING A-4	1	3410	3060	6470
BUILDING C-5	1	2132	2040	4172
BUILDING G-6	1	3450	0	3450
BUILDING D-7	1	4892	2040	6932
BUILDING B-8	1	5542	5100	10642
COMMUNITY BUILDING	1	1418	0	1418
GROSS SQ FT OF BUILDING	9	33386	21430	55316

\*NOTE: LOT COVERAGE = BLDG. GROUND FLOOR AREA = 33,386 S.F.



**PCI DESIGN GROUP, INC.**  
500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

FAMILY  
HOUSING

PROJECT DATA &  
AREA CALCULATIONS

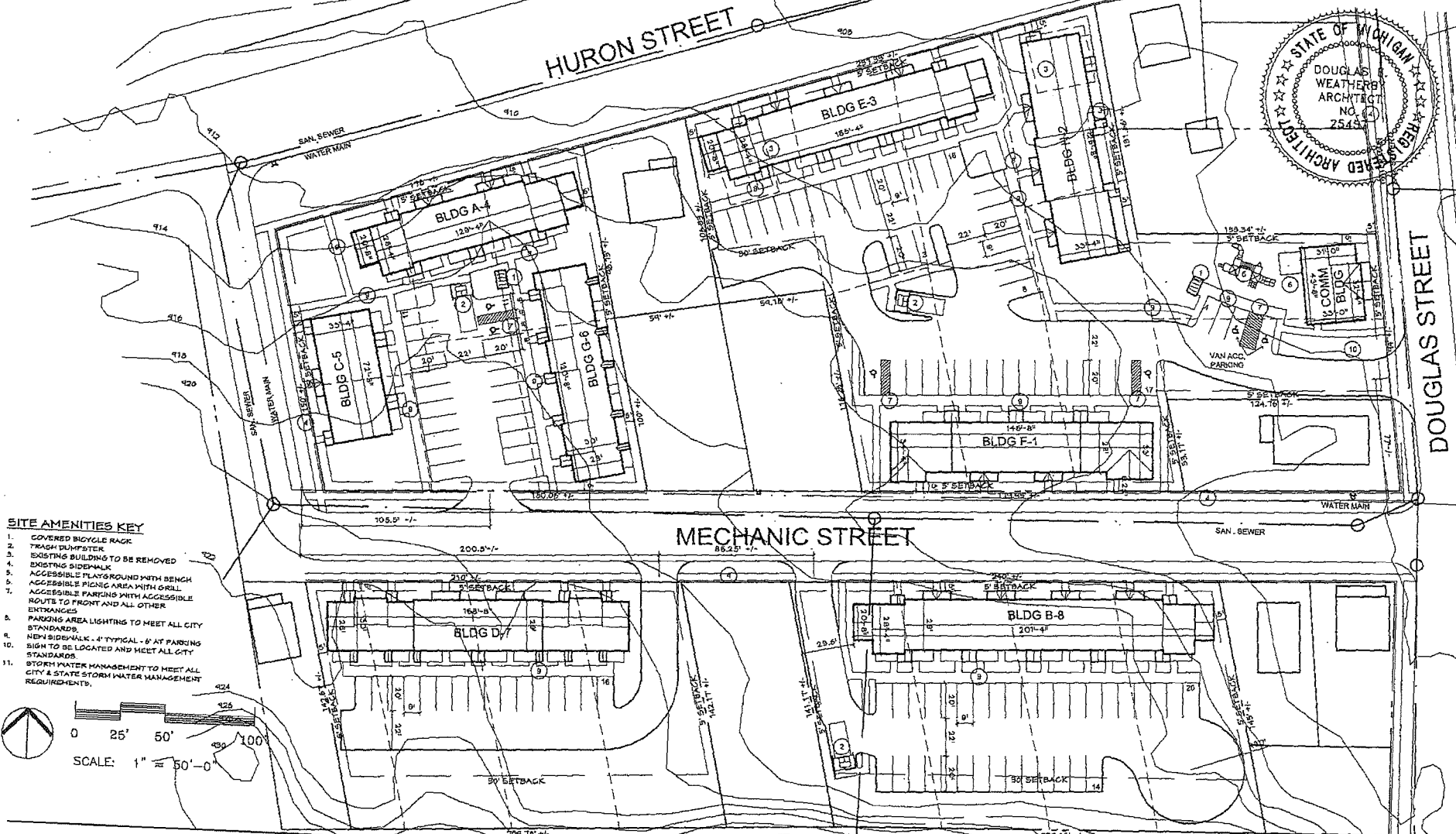
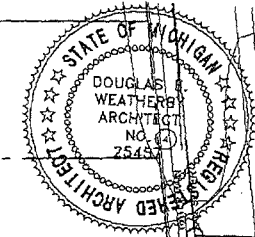
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**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

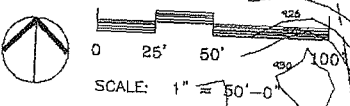
REVISIONS:

DATE:

C1.1



- SITE AMENITIES KEY**
- 1. COVERED BICYCLE RACK
  - 2. TRASH DUMPSTER
  - 3. EXISTING BUILDING TO BE REMOVED
  - 4. EXISTING SIDEWALK
  - 5. ACCESSIBLE PLAYGROUND WITH BENCH
  - 6. ACCESSIBLE PICKING AREA WITH GRILL
  - 7. ACCESSIBLE PARKING WITH ACCESSIBLE ROUTE TO FRONT AND ALL OTHER ENTRANCES
  - 8. PARKING AREA LIGHTING TO MEET ALL CITY STANDARDS
  - 9. NEW SIDEWALK - 4' TYPICAL - 6' AT PARKING
  - 10. SIGN TO BE LOCATED AND MEET ALL CITY STANDARDS
  - 11. STORM WATER MANAGEMENT TO MEET ALL CITY & STATE STORM WATER MANAGEMENT REQUIREMENTS



**PCI DESIGN GROUP, INC.**  
500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

PROJECT TYPE:  
**FAMILY HOUSING**

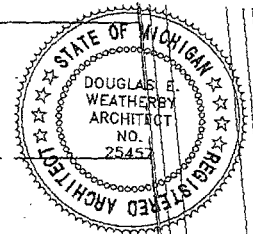
SHEET NAME:  
**SITE PLAN**

DATE:  
**09-06-2018**

PROJECT NAME:  
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

SUBMITTAL:  
**S1.0**

HURON STREET



DOUGLAS STREET

# LANDSCAPE LEGEND

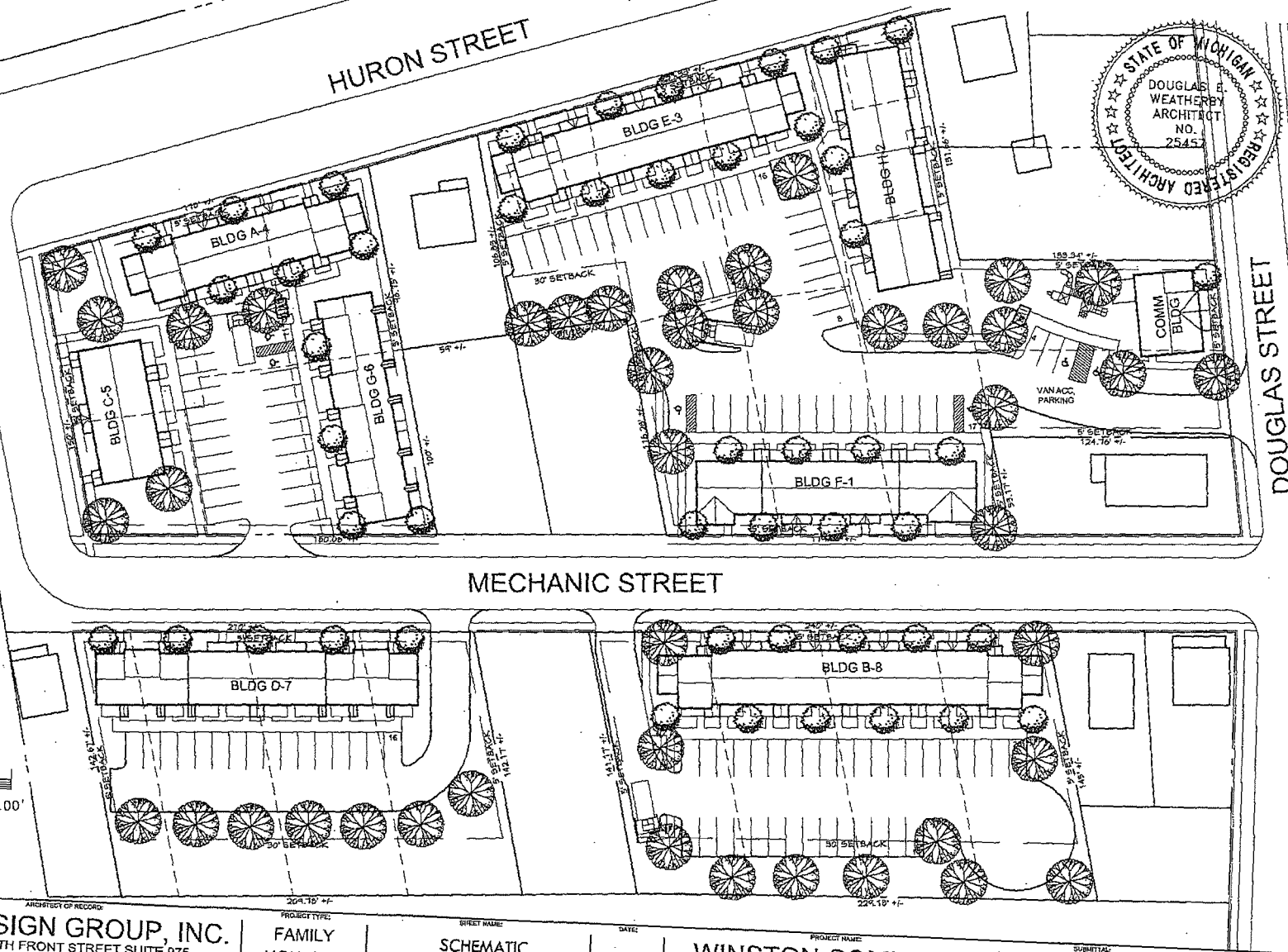
ALL LANDSCAPING WILL MEET CITY ZONING AND LANDSCAPE REQUIREMENTS. SHRUBS ARE NOT SHOWN. TREE TYPES SHOWN ARE MATURE SIZE. SPECIES AND FINAL PLACEMENT WILL BE DETERMINED BY CODE. FINAL LANDSCAPE PLAN TO BE PREPARED BY LANDSCAPE ARCHITECT.

- DECIDUOUS - LARGE TREE - PARKING & SHADE TREE.
- DECIDUOUS - SMALL TREE - ORNAMENTAL TREE.
- EVERGREEN - BUFFER TYPE TREE OR SHRUB. TO BE ALONG ALL 5' SIDE YARD SETBACK PROPERTY LINES.



SCALE: 1" = 50'-0"

MECHANIC STREET



**PCI DESIGN GROUP, INC.**  
500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

PROJECT TYPE:  
**FAMILY HOUSING**

SHEET NAME:  
**SCHEMATIC SITE LANDSCAPE PLAN**

DATE:  
**09-06-2018**

PROJECT NAME:  
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

SUBMITTAL:

SHEET:

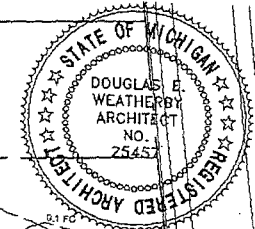
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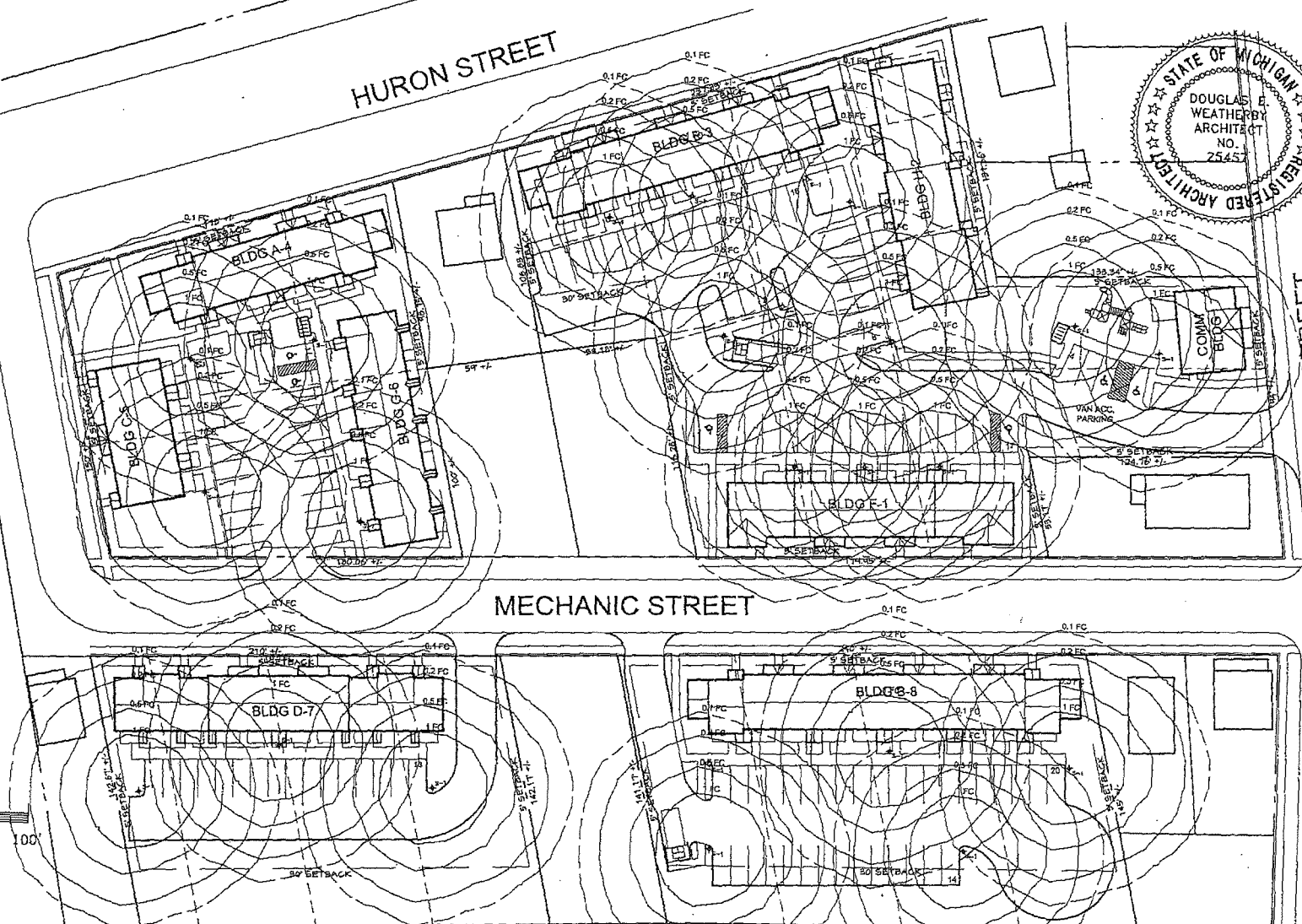
HURON STREET

DOUGLAS STREET

MECHANIC STREET



0 25' 50' 100'  
SCALE: 1" = 50'-0"



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500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

PROJECT TYPE:  
**FAMILY HOUSING**

SHEET NAME:  
**SITE LIGHTING PLAN**

DATE:  
09-06-2018

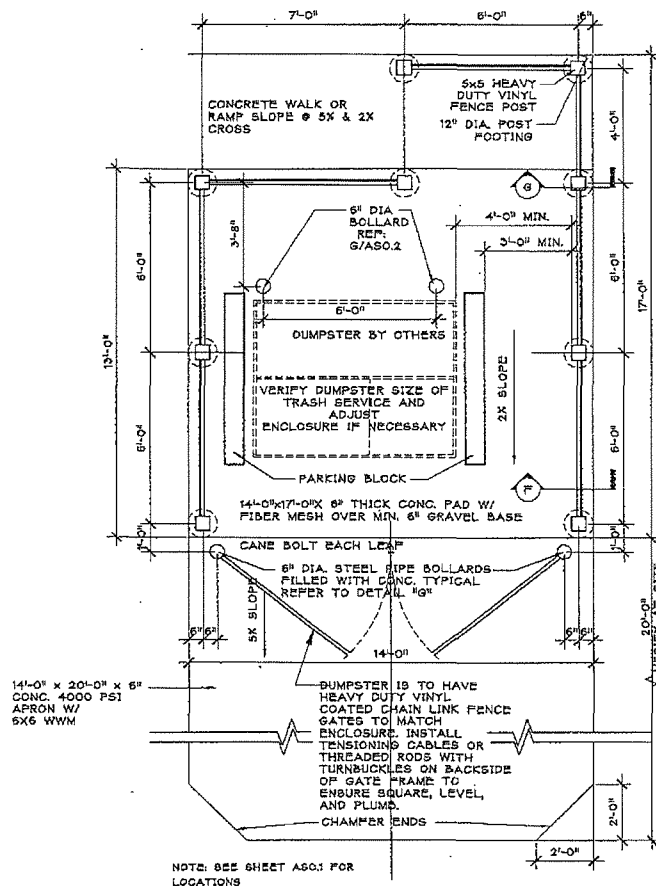
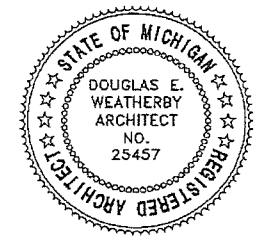
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**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

SUBMITTAL

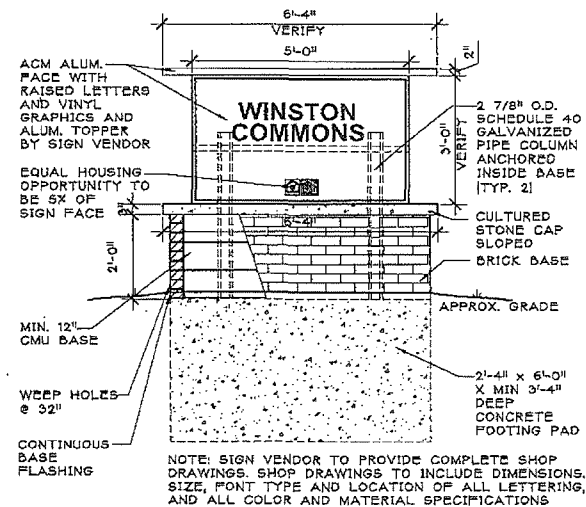
SHEET:  
**S1.2**

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**B** DETAIL  
1/4"=1'-0"  
DUMPSTER ENCLOSURE



**A** DETAIL  
3/8"=1'-0"  
PROJECT SIGN ELEVATION



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500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

FAMILY  
HOUSING

SITE DETAILS

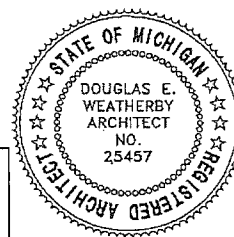
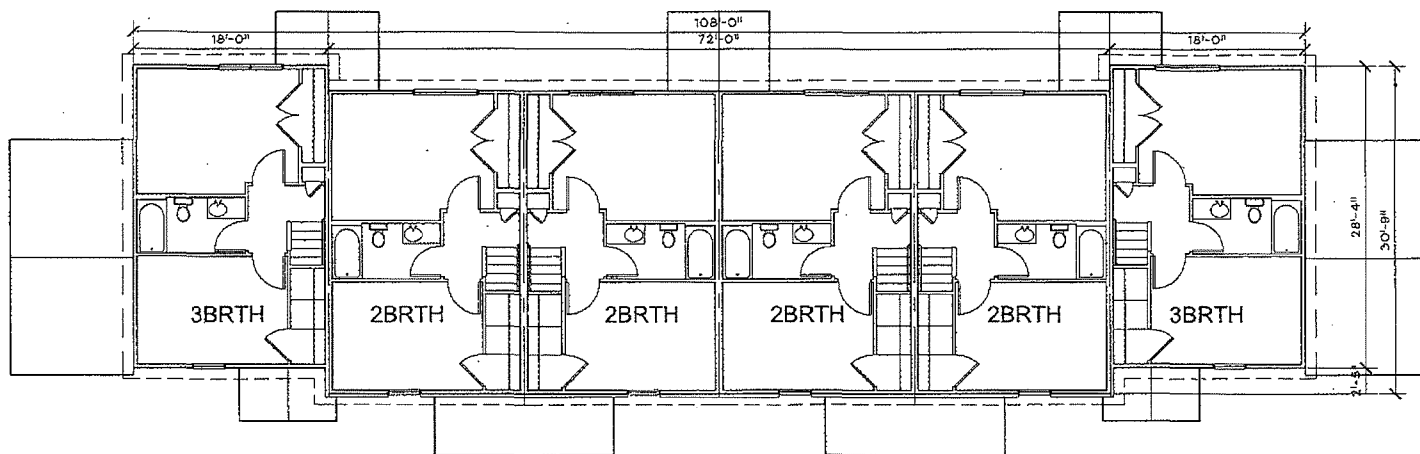
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09-06-2018

**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

SUBMITTAL

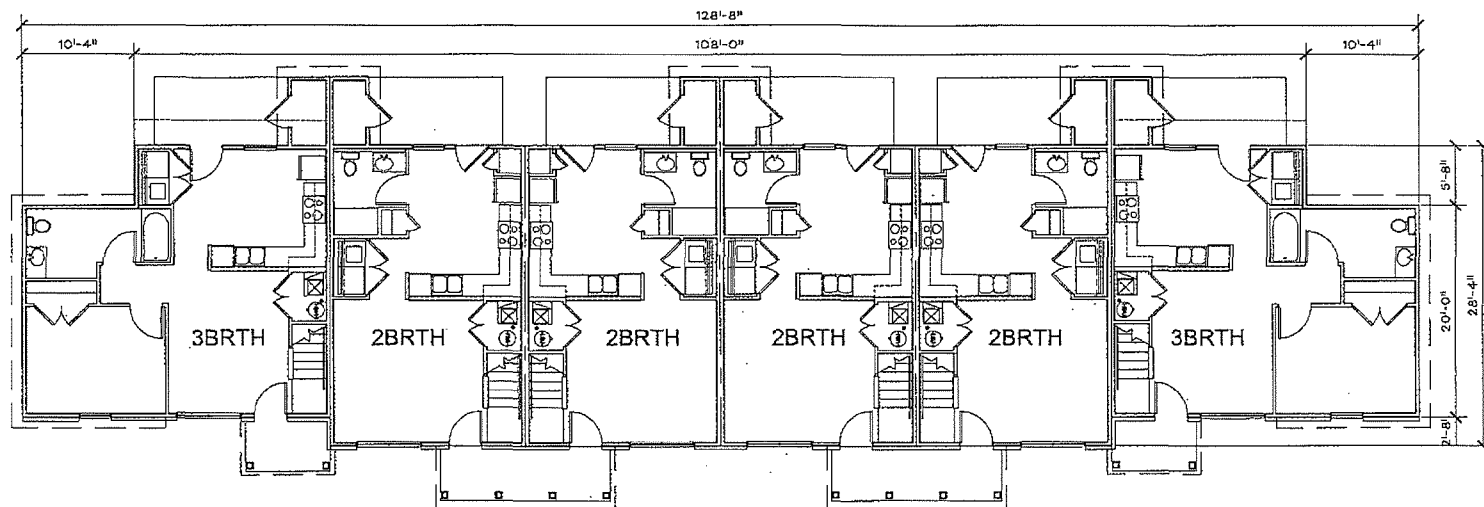
SHEET

**S1.4**



## SECOND FLOOR PLAN

SCALE  $\frac{1}{8}'' = 1'-0''$  2ND FLOOR AREA = 3,060 S.F.



## FIRST FLOOR PLAN

SCALE  $\frac{1}{8}'' = 1'-0''$  1ST FLOOR AREA 3,410 S.F. TOTAO BLDG = 6,412 S.F.



**PCI DESIGN GROUP, INC.**  
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COLUMBUS, OHIO 43215

PROJECT TYPE:  
**FAMILY  
HOUSING**

SHEET NAME:  
**BUILDING A PLANS**

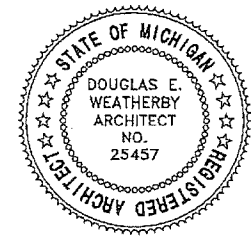
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**09-06-2018**

**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

SUBMITTAL

BLANK

**A1.0**



#### CODED NOTES

1. 30 YEAR ARCHITECTURAL STYLE ANTI-FUNGAL SHINGLES.
2. FIBERGLASS INSULATED ENTRY DOORS.
3. ENERGY STAR RATED WINDOWS.
4. VENTED SOFFITS AND RIDGE VENTS.
5. ALUM. GUTTERS & DOWNSPOUTS.
6. PRE-FINISHED FASCIA & SOFFITS.
7. FIBER CEMENT SIDING.
8. 4" FACE BRICK VENEER.



### FRONT ELEVATION

SCALE  $\frac{3}{32}" = 1'-0"$



ARCHITECT OF RECORD  
**PCI DESIGN GROUP, INC.**  
500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

PROJECT TYPE  
**FAMILY  
HOUSING**

SHEET NAME  
**BUILDING A  
STREET ELEVATION**

DATE  
**09-06-2019**

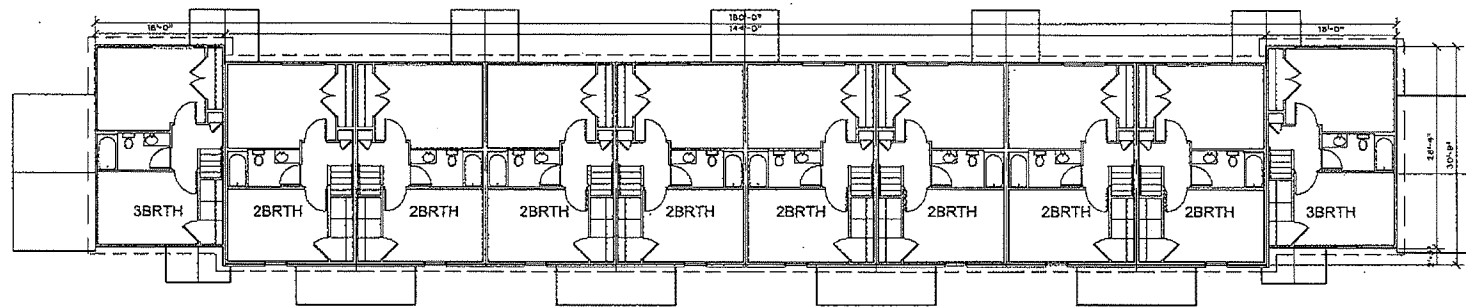
PROJECT NAME  
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

SUBMITTAL

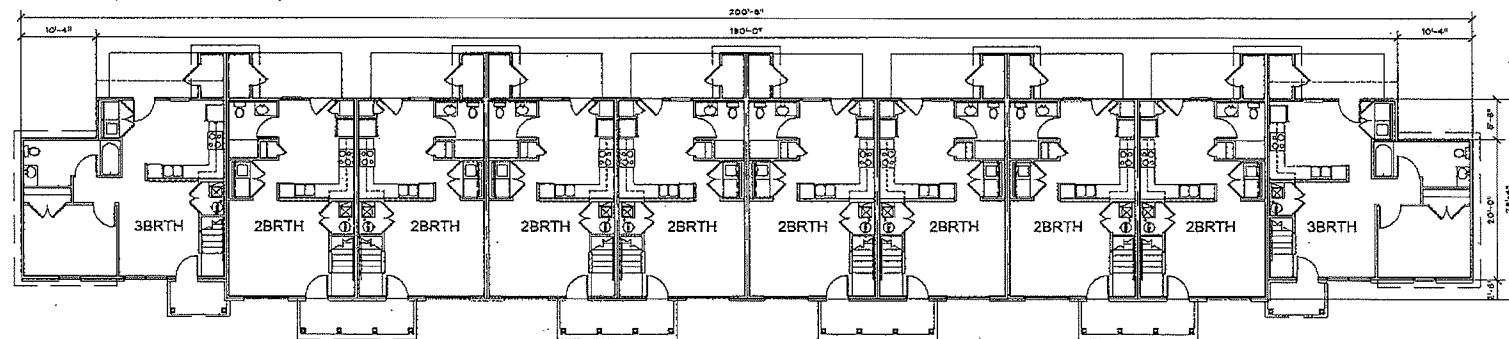
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**A1.1**

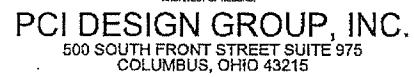
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SCALE  $\frac{3}{8}" = 1'-0"$  2ND FLOOR AREA = 5,100 S.F.



SCALE  $\frac{1}{16}'' = 1'-0''$  15T FLOOR AREA = 5,542 S.F. TOTAL BLDG AREA = 10,842 S.F.



PROJECT TYPE:  
FAMILY  
HOUSING

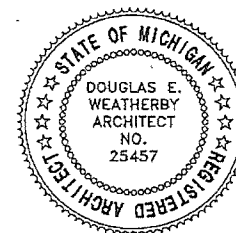
BUILDING B PLANS

DATE: 09-06-2018

**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

**ENERGY:**

A1.2



# **CODED NOTES**

1. 30 YEAR ARCHITECTURAL STYLE ANTI-FUNGAL SHINGLES.
2. FIBERGLASS INSULATED ENTRY DOORS.
3. ENERGY STAR RATED WINDOWS.
4. VENTED SOFFITS AND RIDGE VENTS.
5. ALUM. GUTTERS & DOWNSPOUTS.
6. PRE-FINISHED FASCIA & SOFFITS.
7. FIBER CEMENT SIDING.
8. 4" FACE BRICK VENEER.



**FRONT ELEVATION**

SCALE 1/8" = 1'-0"



**PCI DESIGN GROUP, INC.**  
500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

PROJECT TYPE:  
**FAMILY  
HOUSING**

SHEET NAME:  
**BUILDING B  
STREET ELEVATION**

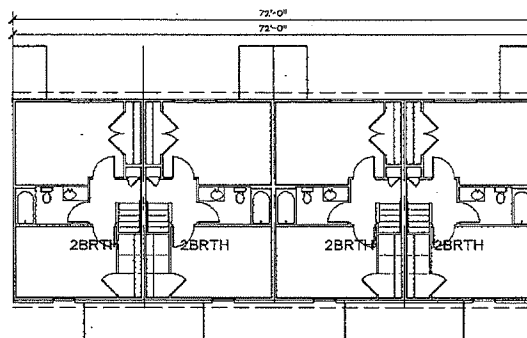
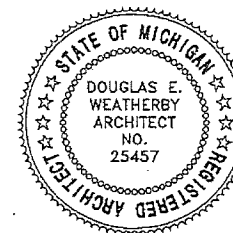
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**09-06-2018**

PROJECT NAME:  
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

SUBMITTAL:

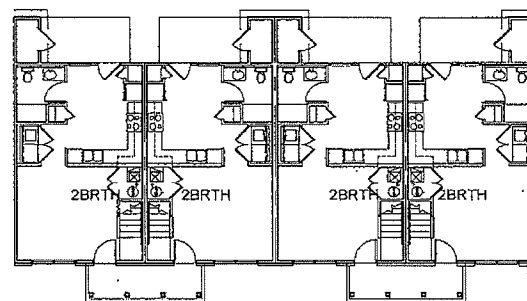
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**A1.3**



**SECOND FLOOR PLAN**

SCALE  $\frac{3}{8}$ " = 1'-0" 2ND FLOOR AREA = 2,040 S.F.



**FIRST FLOOR PLAN**

SCALE  $\frac{3}{8}$ " = 1'-0" 1ST FLOOR AREA = 2,040 S.F. TOTAL BLDG AREA = 4,080 S.F.



**FRONT ELEVATION**

SCALE  $\frac{1}{8}$ " = 1'-0"

**CODED NOTES**

1. 30 YEAR ARCHITECTURAL STYLE ANTI-FUNGAL SHINGLES.
2. FIBERGLASS INSULATED ENTRY DOORS.
3. ENERGY STAR RATED WINDOWS.
4. VENTED SOFFITS AND RIDGE VENTS.
5. ALUM. GUTTERS & DOWNSPOUTS.
6. PRE-FINISHED FASCIA & SOFFITS.
7. FIBER CEMENT SIDING.
8. 4" FACE BRICK VENEER.



**PCI DESIGN GROUP, INC.**  
500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

PROJECT TYPE:  
**FAMILY  
HOUSING**

SHEET NAME:  
**BUILDING C PLANS &  
STREET ELEVATION**

DATE:  
**09-06-2018**

PROJECT NAME:  
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

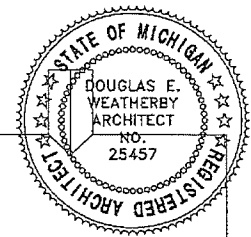
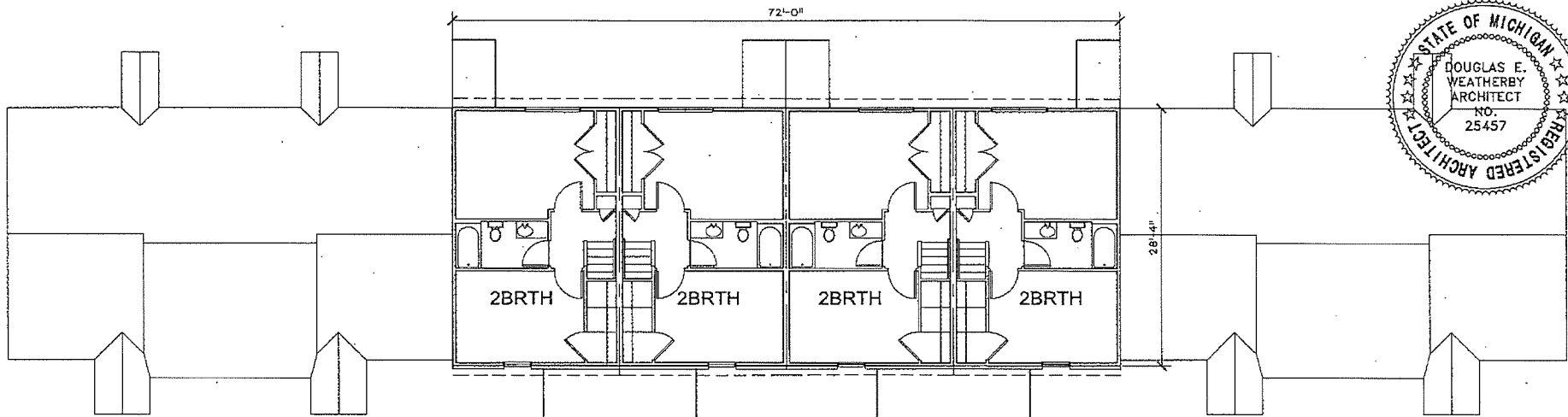
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SHEET:

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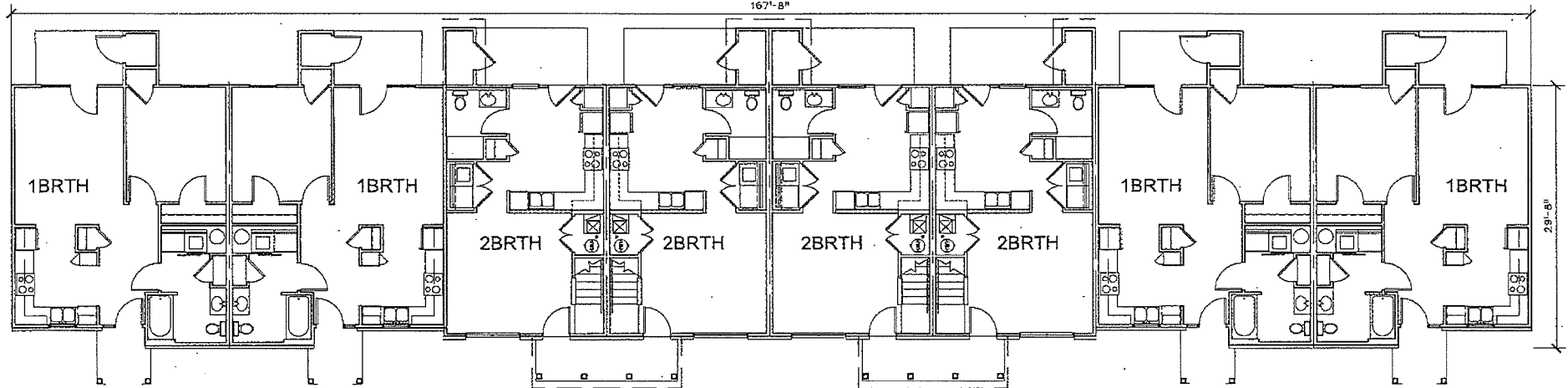
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### SECOND FLOOR PLAN

SCALE  $\frac{3}{32}'' = 1'-0''$  2ND FLOOR AREA = 2,040 S.F.  
167'-8"



### FIRST FLOOR PLAN

SCALE  $\frac{3}{32}'' = 1'-0''$  1ST FLOOR AREA = 4,892 S.F. TOTAL BLDG AREA = 6,932 S.F.



**PCI DESIGN GROUP, INC.**  
500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

**FAMILY  
HOUSING**

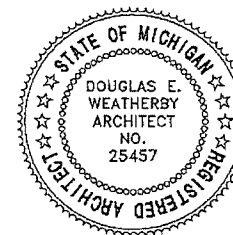
**BUILDING D PLANS**

**DATE:**  
09-06-2018

**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

SUBMITTAL SHEET

**A1.5**



# **CODED NOTES**

1. 30 YEAR ARCHITECTURAL STYLE ANTI-FUNGAL SHINGLES.
2. FIBERGLASS INSULATED ENTRY DOORS.
3. ENERGY STAR RATED WINDOWS.
4. VENTED SOFFITS AND RIDGE VENTS.
5. ALUM. GUTTERS & DOWNSPOUTS.
6. PRE-FINISHED FASCIA & SOFFITS.
7. FIBER CEMENT SIDING.
8. 4" FACE BRICK VENEER.



## **FRONT ELEVATION**

SCALE  $\frac{3}{8}" = 1'-0"$



DESIGN  
GROUP

**PCI DESIGN GROUP, INC.**  
500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

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PROJECT TYPE:  
**FAMILY  
HOUSING**

SHEET NAME:  
**BUILDING D  
STREET ELEVATION**

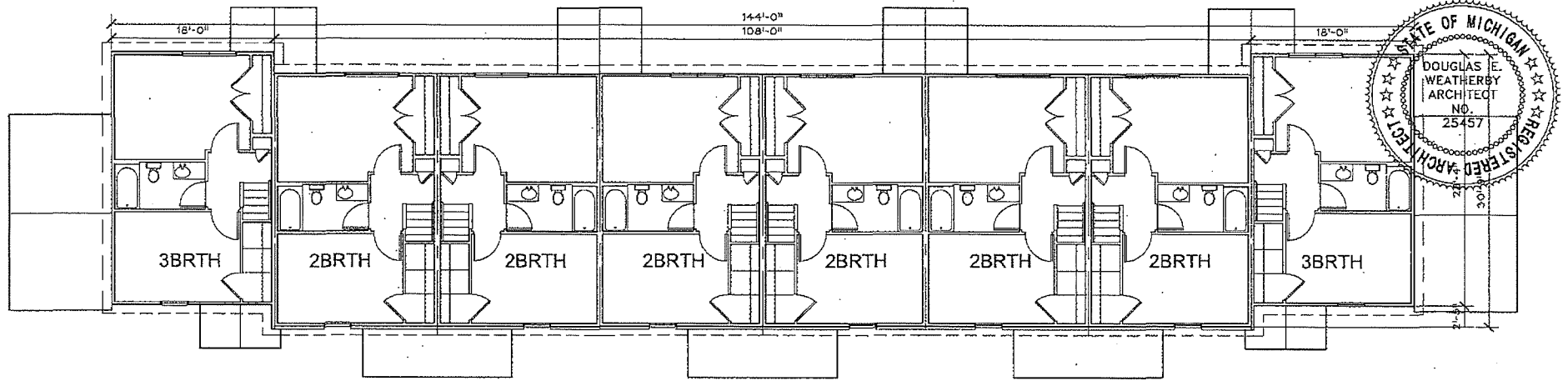
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**09-06-2018**

PROJECT NAME:  
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

SUBMITTAL:

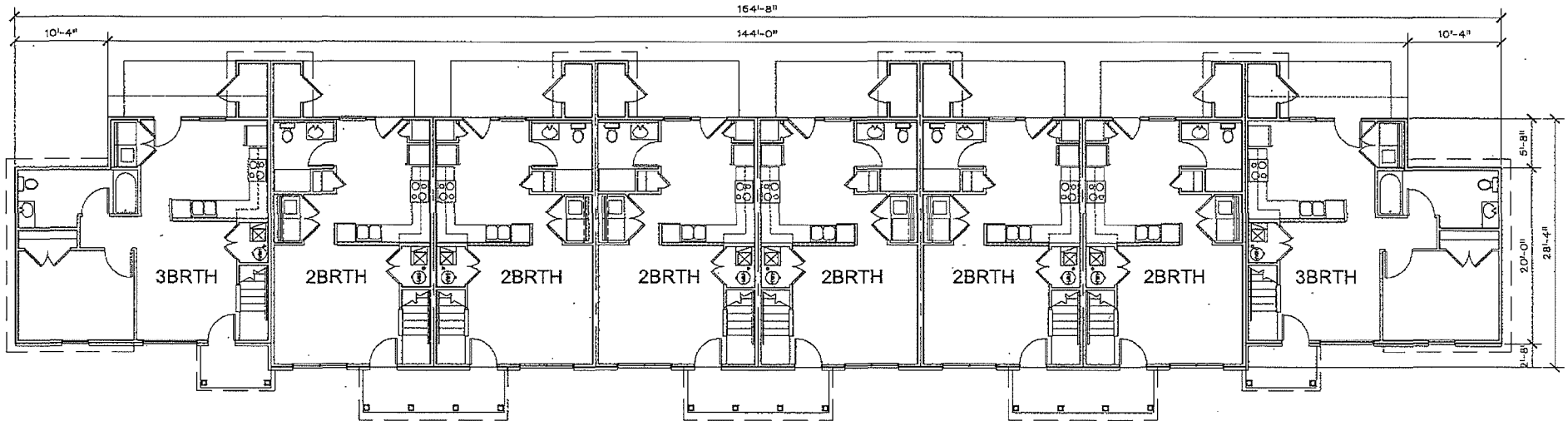
SHEET:

**A1.6**



### SECOND FLOOR PLAN

SCALE  $\frac{3}{32}" = 1'-0"$  2ND FLOOR AREA = 4,080 S.F.



### FIRST FLOOR PLAN

SCALE  $\frac{3}{32}" = 1'-0"$  1ST FLOOR AREA = 4,476 S.F. TOTAL BLDG ARE = 8,556 S.F.



**PCI DESIGN GROUP, INC.**  
500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

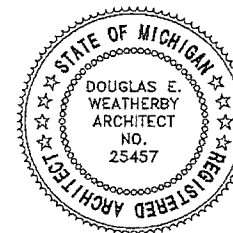
**FAMILY  
HOUSING**

**BUILDING E PLANS**

09-06-2018

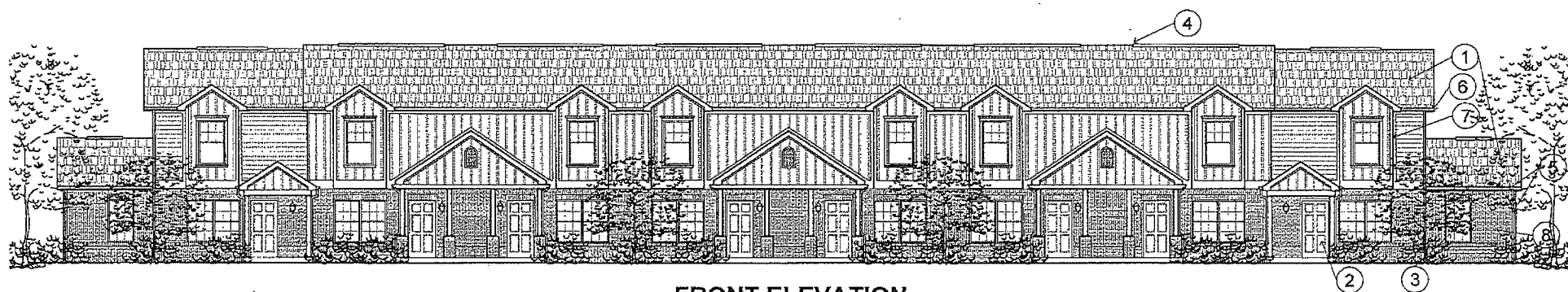
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

**A1.7**



# **CODED NOTES**

1. 30 YEAR ARCHITECTURAL STYLE ANTI-FUNGAL SHINGLES.
2. FIBERGLASS INSULATED ENTRY DOORS.
3. ENERGY STAR RATED WINDOWS.
4. VENTED SOFFITS AND RIDGE VENTS.
5. ALUM. GUTTERS & DOWNSPOUTS.
6. PRE-FINISHED FASCIA & SOFFITS.
7. FIBER CEMENT SIDING.
8. 4" FACE BRICK VENEER.



## **FRONT ELEVATION**

SCALE  $\frac{3}{8}" = 1'-0"$



**PCI DESIGN GROUP, INC.**  
500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

PROJECT TYPE  
**FAMILY  
HOUSING**

SHEET NAME  
**BUILDING E  
STREET ELEVATION**

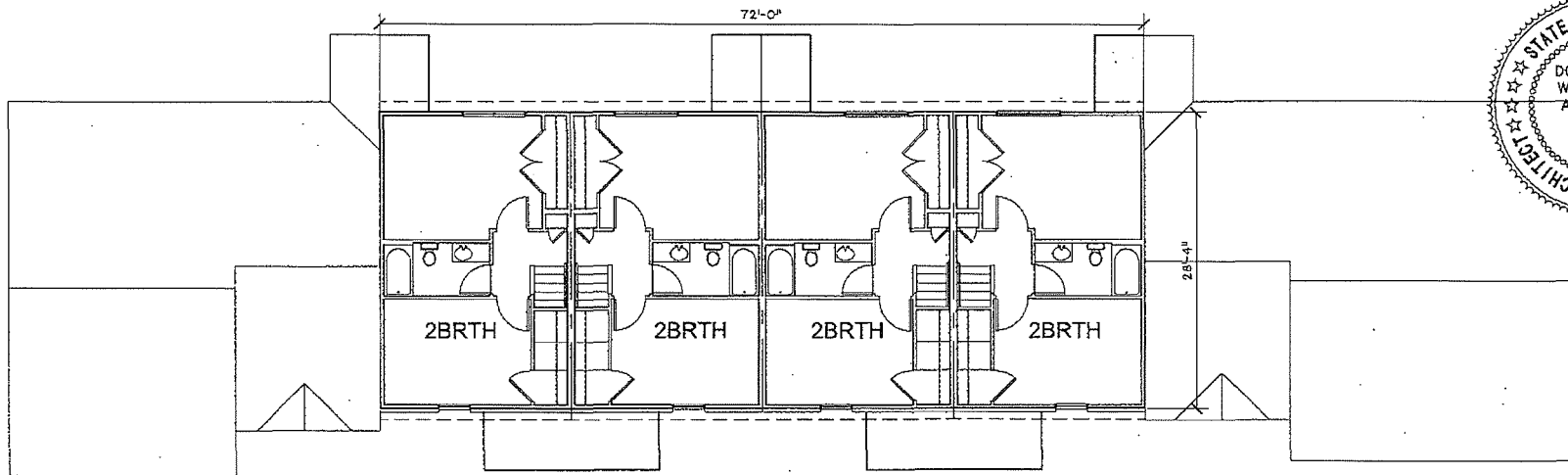
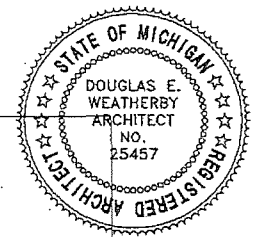
DATE  
**09-06-2018**

PROJECT NAME  
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

SUBMITAL

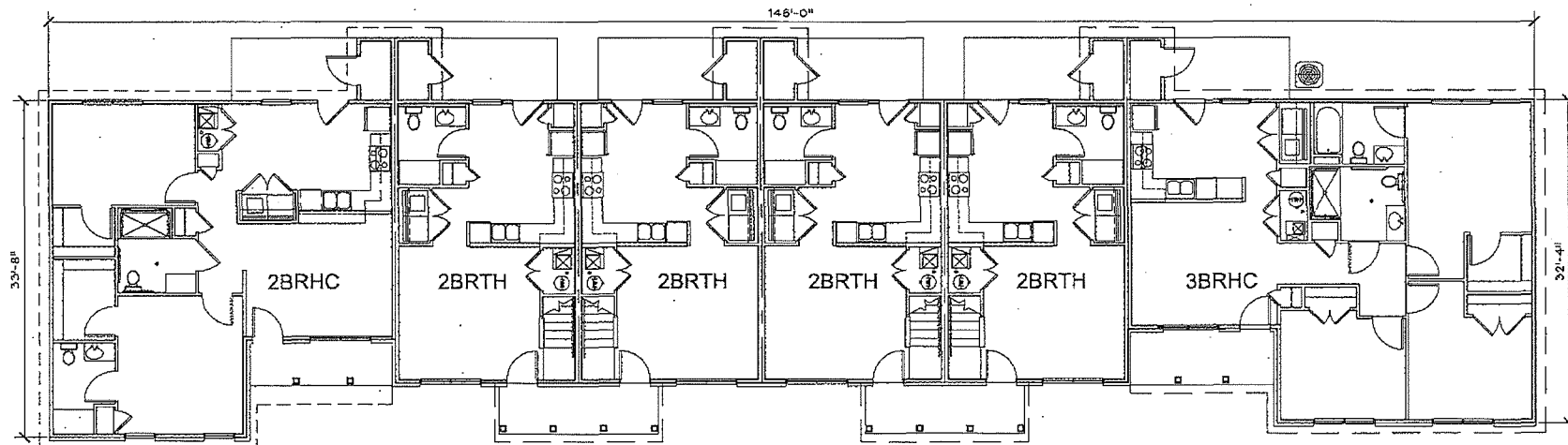
SHEET  
**A1.8**

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**SECOND FLOOR PLAN**

SCALE 3/32" = 1'-0" 2ND FLOOR AREA = 2,040 S.F.



**FIRST FLOOR PLAN**

SCALE 3/32" = 1'-0" 1ST FLOOR AREA = 4,335 S.F. TOTAL BLDG AREA = 6,375 S.F.



**PCI DESIGN GROUP, INC.**  
500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

PROJECT TYPE  
**FAMILY  
HOUSING**

SHEET NAME  
**BUILDING F PLANS**

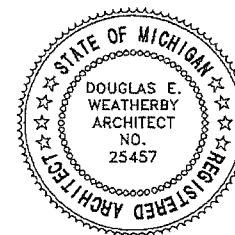
DATE  
09-06-2018

PROJECT NAME  
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

SUBMITTAL

SHEET

**A1.9**



# **CODED NOTES**

1. 30 YEAR ARCHITECTURAL STYLE ANTI-FUNGAL SHINGLES.
2. FIBERGLASS INSULATED ENTRY DOORS.
3. ENERGY STAR RATED WINDOWS.
4. VENTED SOFFITS AND RIDGE VENTS.
5. ALUM. GUTTERS & DOWNSPOUTS.
6. PRE-FINISHED FASCIA & SOFFITS.
7. FIBER CEMENT SIDING.
8. 4" FACE BRICK VENEER.



## **FRONT ELEVATION**

SCALE  $\frac{3}{32}$ " = 1'-0"



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500 SOUTH FRONT STREET SUITE 975  
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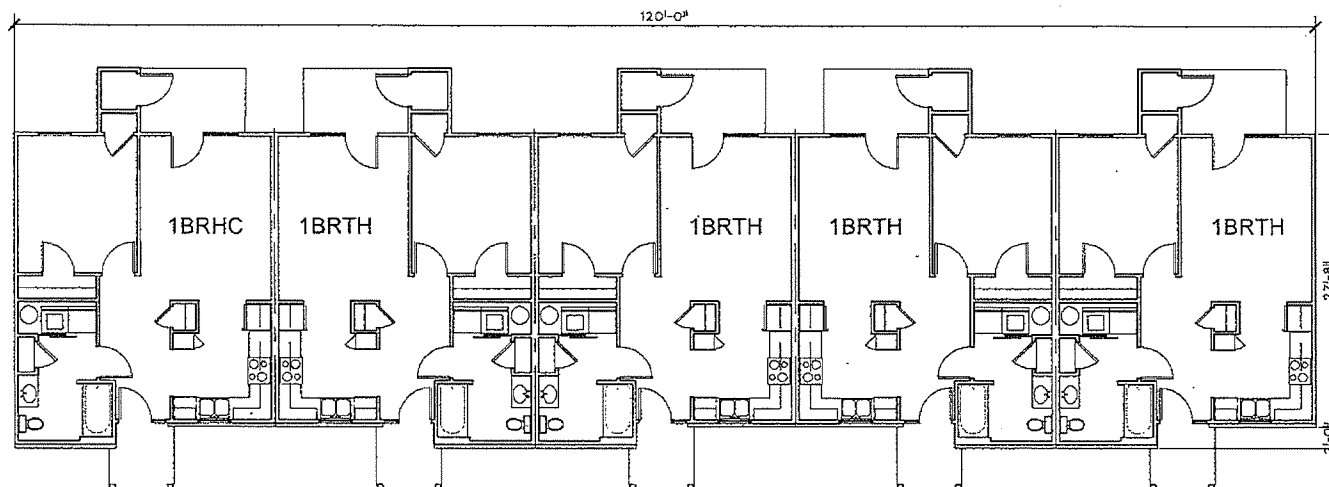
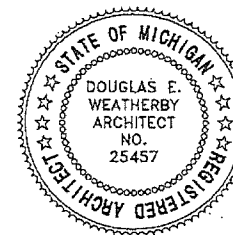
**FAMILY  
HOUSING**

**BUILDING F  
STREET ELEVATION**

09-06-2018

**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

**A1.10**



# **FLOOR PLAN**

SCALE  $\frac{3}{32}'' = 1'-0''$  TOTAL BLDG AREA = 4,718 S.F.

## **CODED NOTES**

1. 30 YEAR ARCHITECTURAL STYLE ANTI-FUNGAL SHINGLES.
2. FIBERGLASS INSULATED ENTRY DOORS.
3. ENERGY STAR RATED WINDOWS.
4. VENTED SOFFITS AND RIDGE VENTS.
5. ALUM. GUTTERS & DOWNSPOUTS.
6. PRE-FINISHED FASCIA & SOFFITS.
7. FIBER CEMENT SIDING.
8. 4" FACE BRICK VENEER.



# **FRONT ELEVATION**

SCALE  $\frac{3}{32}'' = 1'-0''$



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COLUMBUS, OHIO 43215

PROJECT TYPE:  
**FAMILY  
HOUSING**

SHEET NAME:  
**BUILDING G PLAN &  
STREET ELEVATION**

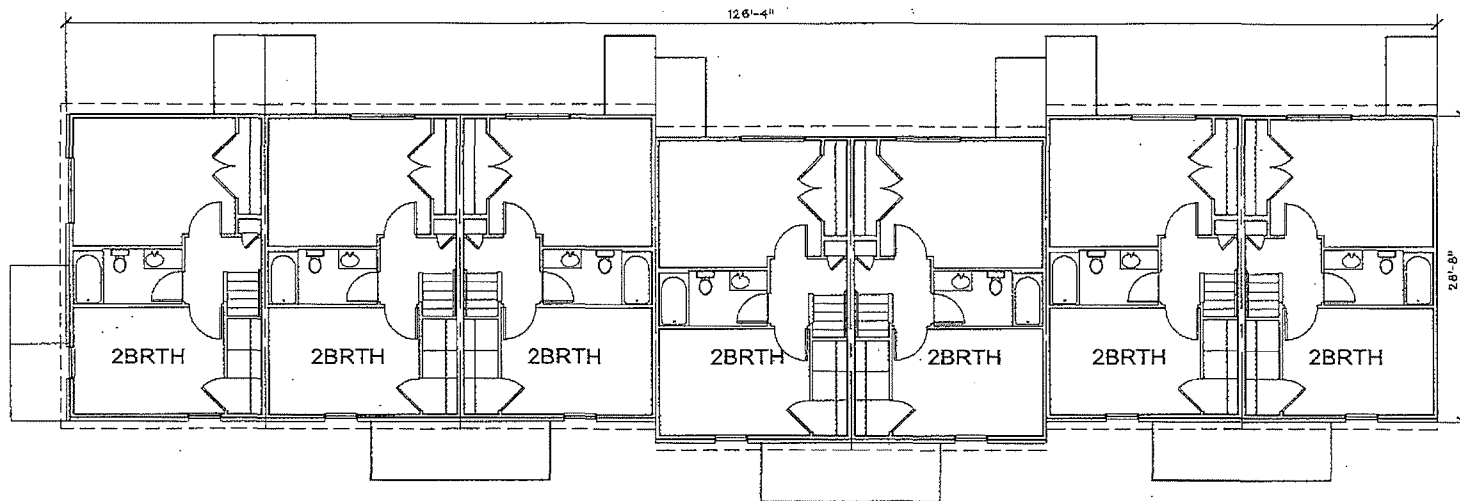
DATE:  
**09-06-2018**

PROJECT NAME:  
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

SUBMITTAL:

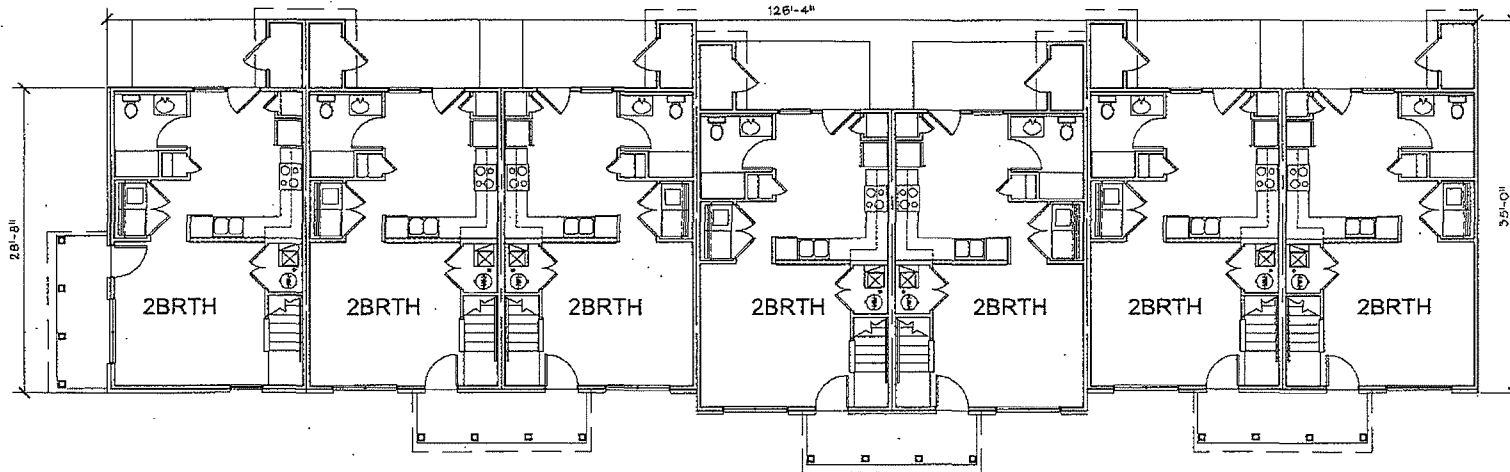
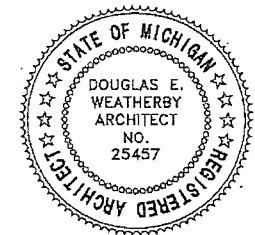
SHEET:

**A1.11**



### SECOND FLOOR PLAN

SCALE  $\frac{3}{32}'' = 1'-0''$  2ND FLOOR AREA = 3570 S.F.  
126'-4"



### FIRST FLOOR PLAN

SCALE  $\frac{3}{32}'' = 1'-0''$  1ST FLOOR AREA = 3,731 S.F. TOTAL BLDG AREA = 7,301 S.F.



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COLUMBUS, OHIO 43215

**FAMILY  
HOUSING**

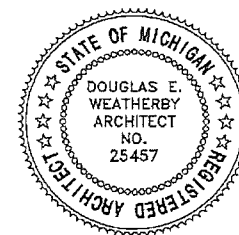
**BUILDING H PLANS**

09-06-2018

**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

**A1.12**





# **CODED NOTES**

1. 30 YEAR ARCHITECTURAL STYLE ANTI-FUNGAL SHINGLES.
2. FIBERGLASS INSULATED ENTRY DOORS.
3. ENERGY STAR RATED WINDOWS.
4. VENTED SOFFITS AND RIDGE VENTS.
5. ALUM. GUTTERS & DOWNSPOUTS.
6. PRE-FINISHED FASCIA & SOFFITS.
7. FIBER CEMENT SIDING.
8. 4" FACE BRICK VENEER.



**FRONT ELEVATION**

SCALE  $\frac{1}{32}" = 1'-0"$



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500 SOUTH FRONT STREET SUITE 976  
COLUMBUS, OHIO 43215

PROJECT TYPE:  
**FAMILY  
HOUSING**

SHEET NAME:  
**BUILDING H  
STREET ELEVATION**

DATE:  
**09-06-2018**

PROJECT NAME:  
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

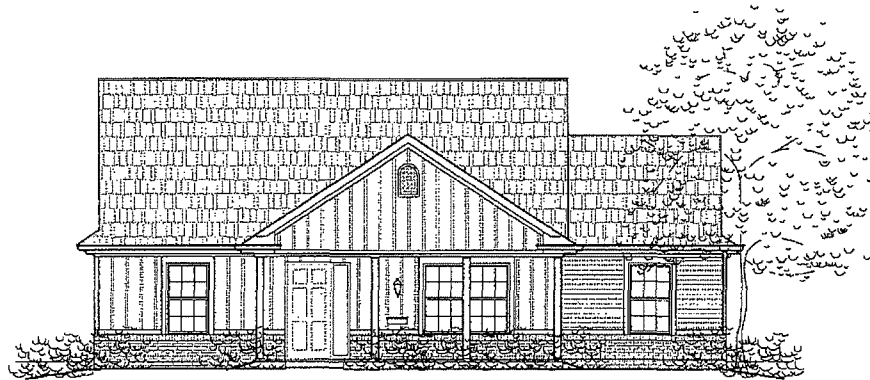
SUBMITAL:

SHEET:

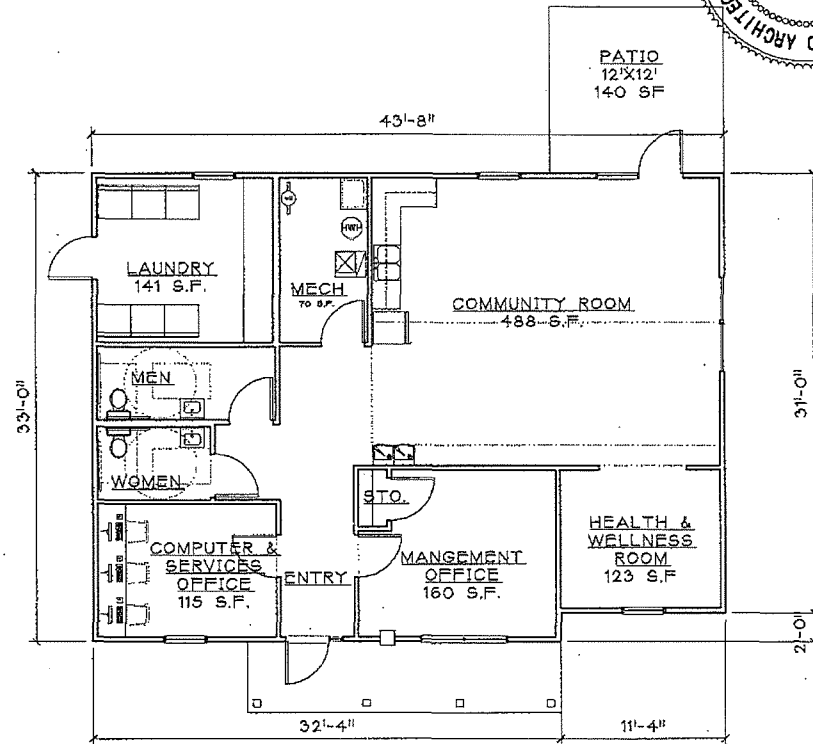
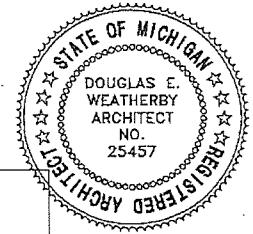
**A1.13**

# **CODED NOTES**

1. 30 YEAR ARCHITECTURAL STYLE ANTI-FUNGAL SHINGLES.
2. FIBERGLASS INSULATED ENTRY DOORS.
3. ENERGY STAR RATED WINDOWS.
4. VENTED SOFFITS AND RIDGE VENTS.
5. ALUM. GUTTERS & DOWNSPOUTS.
6. PRE-FINISHED FASCIA & SOFFITS.
7. FIBER CEMENT SIDING.
8. 4" FACE BRICK VENEER.



**FRONT ELEVATION**



**COMMUNITY BUILDING**  
TOTAL AREA = 1418 SF



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500 SOUTH FRONT STREET SUITE 975  
COLUMBUS, OHIO 43215

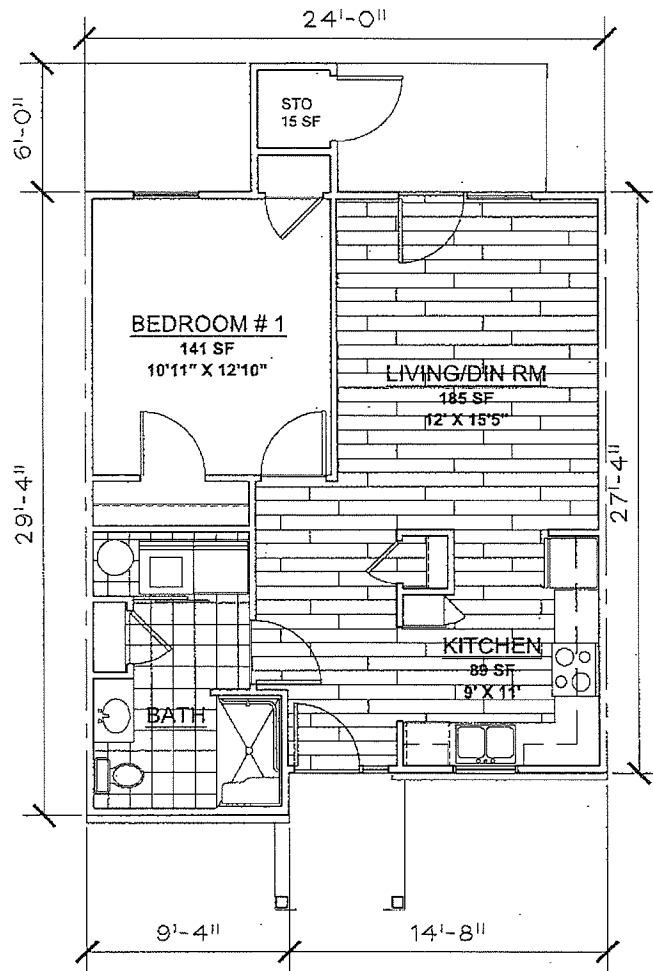
**FAMILY HOUSING**

**COMMUNITY BUILDING  
PLAN & STREET ELEVATION**

09-06-2018

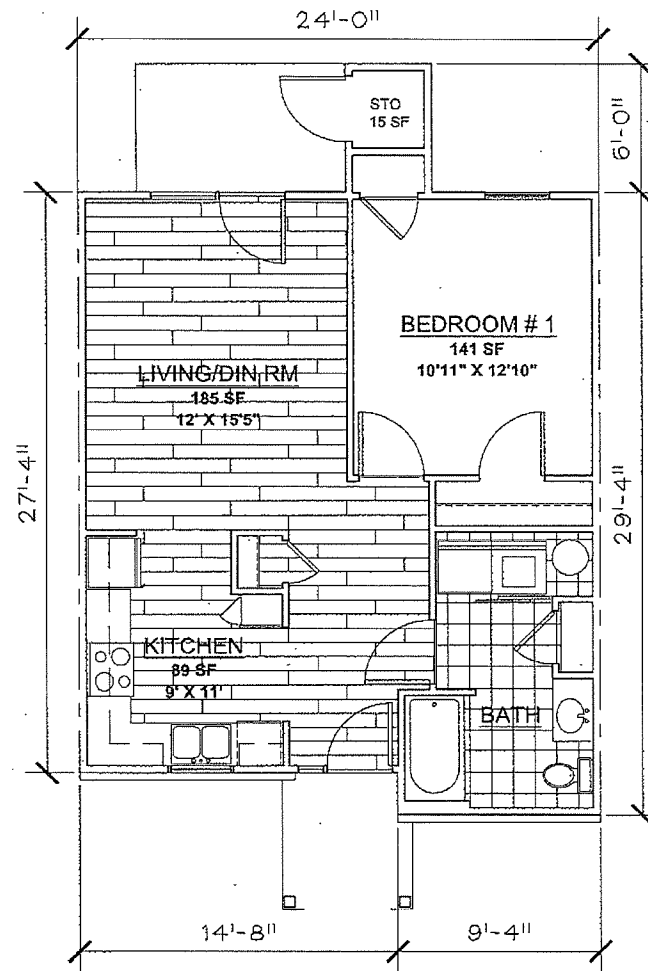
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

**A1.14**



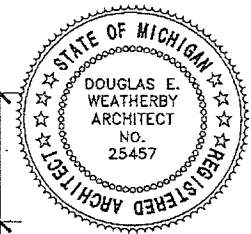
**ONE BEDROOM ACCESSIBLE UNIT PLAN**

SCALE  $\frac{3}{16}" = 1'-0"$   
 NET AREA = 634 S.F.  
 GROSS AREA = 674 S.F.



**ONE BEDROOM UNIT PLAN**

SCALE  $\frac{3}{16}" = 1'-0"$   
 NET AREA = 634 S.F.  
 GROSS AREA = 674 S.F.



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 COLUMBUS, OHIO 43215

**FAMILY  
 HOUSING**

**TWO BEDROOM  
 TOWNHOUSE UNIT PLANS**

**DATE:**  
 09-06-2018

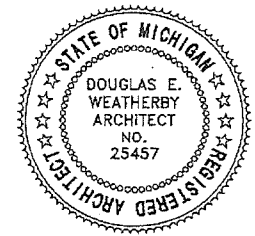
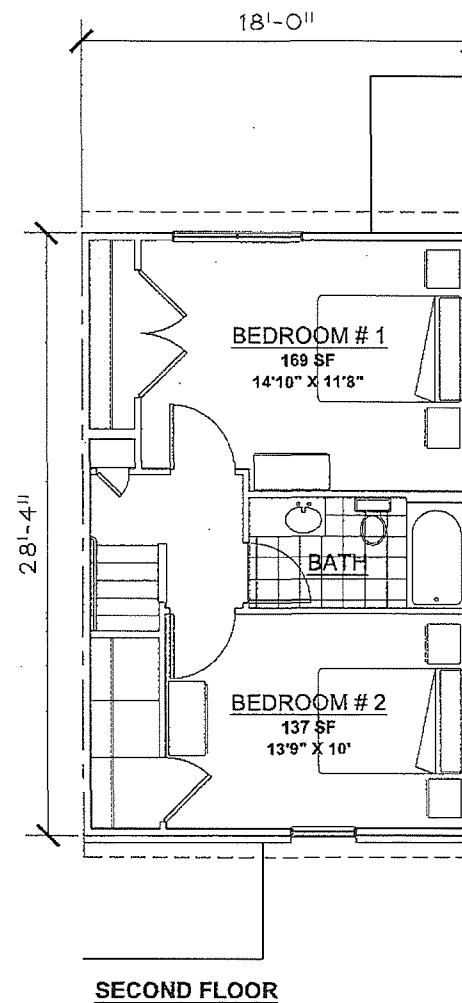
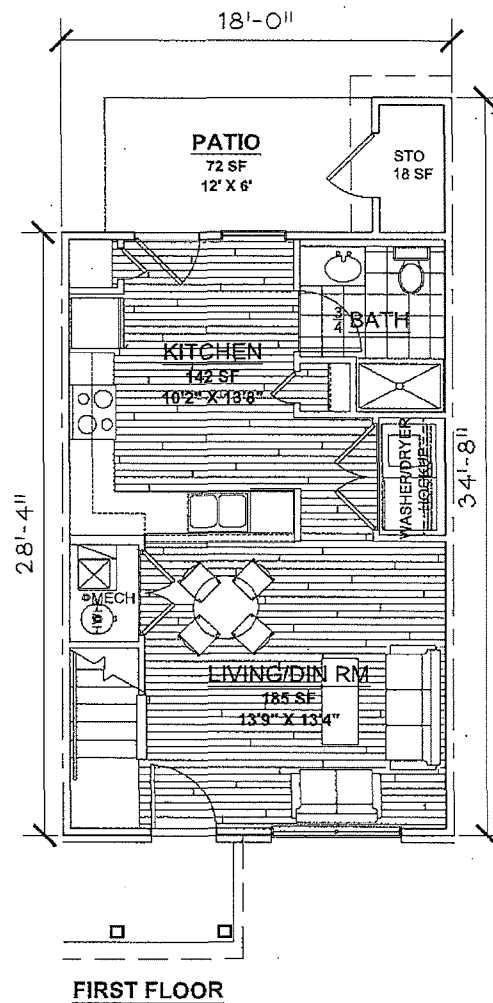
**WINSTON COMMONS**  
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 PONTIAC, MI 48342

**SUBMITTAL:**

**SHEET:**

**A2.0**

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## TWO BEDROOM TOWNHOUSE UNIT

SCALE  $\frac{3}{8}" = 1'-0"$   
GROSS AREA = 1020 S.F. - NET AREA = 950 S.F.



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COLUMBUS, OHIO 43215

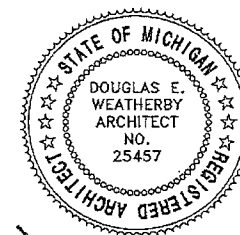
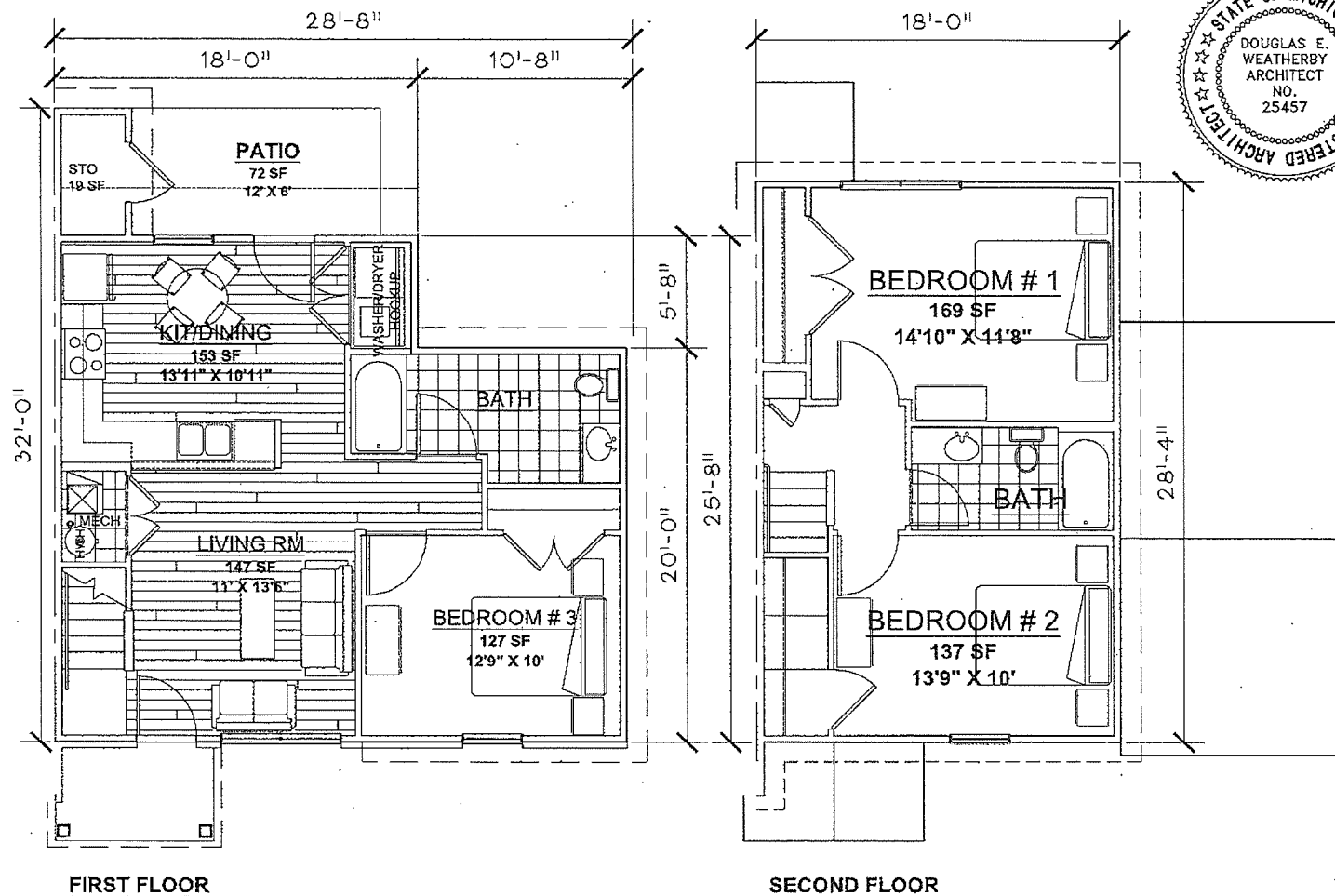
**FAMILY  
HOUSING**

**TWO BEDROOM  
TOWNHOUSE UNIT PLANS**

09-06-2018

**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

**A2.1**



### THREE BEDROOM TOWNHOUSE UNIT

SCALE  $\frac{3}{16}" = 1'-0"$

GROSS AREA = 1176 S.F. - NET AREA = 1100 S.F.



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COLUMBUS, OHIO 43215

**FAMILY  
HOUSING**

**THREE BEDROOM  
TOWNHOUSE PLANS**

**DATE:**  
09-08-2018

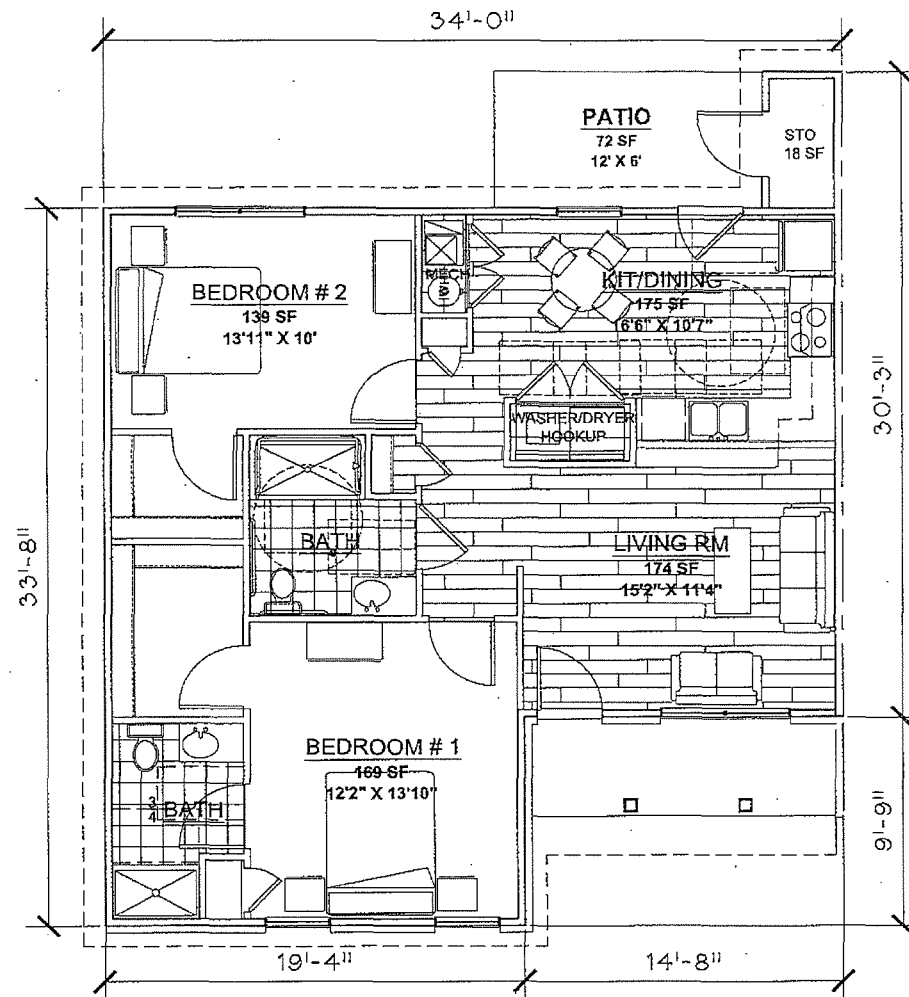
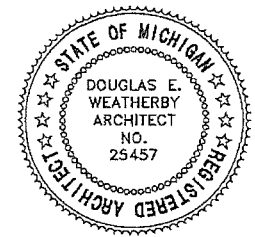
**WINSTON COMMONS**  
69 DOUGLAS STREET  
PONTIAC, MI 48342

**SUBMITTAL:**

**SHEET:**

**A2.2**

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### TWO BEDROOM ACCESSIBLE UNIT

SCALE  $\frac{3}{16}" = 1'-0"$   
 GROSS AREA = 1002 S.F. - NET AREA = 950 S.F.



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 500 SOUTH FRONT STREET SUITE 975  
 COLUMBUS, OHIO 43215

PROJECT TYPE:  
**FAMILY HOUSING**

SHEET NAME:  
**TWO BEDROOM ACCESSIBLE UNIT PLAN**

DATE:  
**09-08-2018**

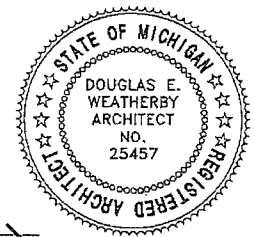
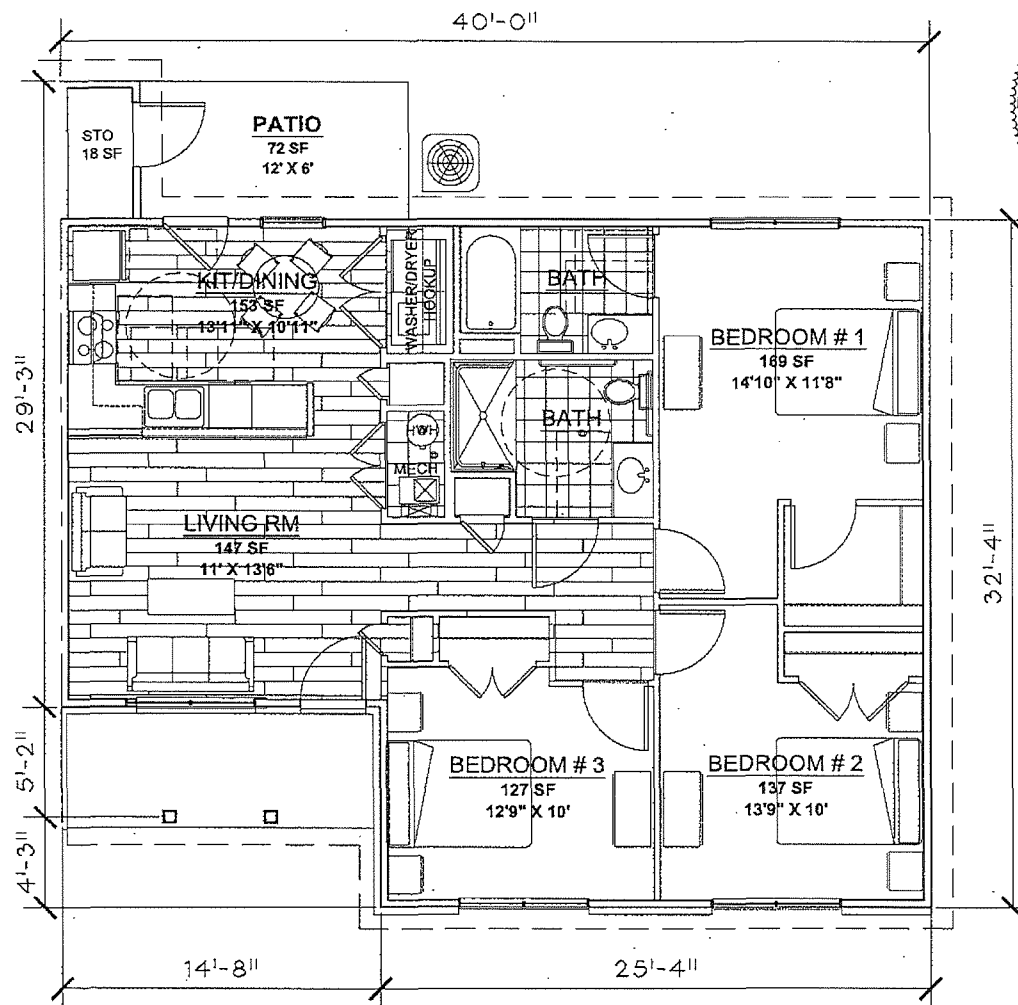
PROJECT NAME:  
**WINSTON COMMONS**  
 69 DOUGLAS STREET  
 PONTIAC, MI 48342

SUBSETTAL:

SHEET:

**A2.3**

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### THREE BEDROOM ACCESSIBLE UNIT

SCALE  $\frac{1}{8}" = 1'-0"$   
GROSS AREA = 1155 S.F. - NET AREA = 1100 S.F.



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**FAMILY  
HOUSING**

**THREE BEDROOM  
ACCESSIBLE UNIT PLAN**

**DATE:**  
09-06-2018

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69 DOUGLAS STREET  
PONTIAC, MI 48342

**A2.4**

Community and Economic Development | Microsoft Word - Report | Industrial Facilities | Licensing Municipal Law | Redevelopment Opportunities | Commercial Real Estate | grand rapids mi LIDT | Property Gateway v. 7.0

Oakland County [US] : https://gis.oakgov.com/PropertyGateway/Home.mvc

Print the Map!

### Print Map

Configure your map below and select Print Preview to continue or Cancel to return to the previous view.

Paper Options: 8.5x11 Landscape  
Print Scale: 1:1200  
PDF Only (\$0.00)

Select Print Preview to review and finalize your map.

\$0.00

Cancel Print Preview Print

136 MECHANIC ST  
PONTIAC, MI 48342







PIR: 14-28-32  
Assessed Value: \$25,080  
Taxable Value: \$20,800  
Structure: Ranch  
Living Area: 1215  
Bedrooms: 3  
Bathrooms: 1

11:06 AM  
9/7/2016



### Income and Rent Limits

New legislation was recently passed increasing the income and rent restrictions for affordable housing properties. Income limits are measured by the Area Median Income (AMI) by county. The following chart demonstrates income limits for 40% AMI, 60% AMI, and 80% AMI and number of persons in the family.

<b>LIHTC Income Limits for 2018</b> <b>(Based on 2018 MTSP Income Limits)</b>						
	<b>Charts</b>	<b>60.00%</b>	<b>30.00%</b>	<b>40.00%</b>	<b>50.00%</b>	<b>80.00%</b>
<b>1 Person</b>		29,820	14,910	19,880	24,850	39,760
<b>2 Person</b>		34,080	17,040	22,720	28,400	45,440
<b>3 Person</b>		38,340	19,170	25,560	31,950	51,120
<b>4 Person</b>		42,540	21,270	28,360	35,450	56,720
<b>5 Person</b>		45,960	22,980	30,640	38,300	61,280
<b>6 Person</b>		49,380	24,690	32,920	41,150	65,840

#### Examples:

##### 1.) 80% AMI:

- a. A single person with no kids can make up to \$39,760 and live at our property
- b. A family of three (mom, dad, and one child) can make up to \$45,440
- c. A family of four (mom, dad, and two children) can make up to \$56,720 and live at our property




##### 2.) 60% AMI:

- a. A single person with no kids can make up to \$29,820 and live at our property
- b. A family of three (mom, dad, and one child) can make up to \$38,340 and live at our property.
- c. A family of four (mom, dad, and two children) can make up to \$42,540 and live at our property

##### 3.) 40% AMI:

- a. A single person with no kids can make up to \$19,880 and live at our property
- b. A family of three (mom, dad, and one child) can make up to \$25,560 and live at our property.
- c. A family of four (mom, dad, and two children) can make up to \$28,360 and live at our property

Similar to the Income Limits, Rent Limits are also measured by Area Median Income (AMI). The following chart demonstrates the rent we can charge at the property broken down by 40% AMI, 60% AMI, and 80% AMI and bedroom type.

<b>LIHTC Rent Limits for 2018</b> <b>(Based on 2018 MTSP/VLI Income Limits)</b>						
<b>Bedrooms (People)</b>	<b>Charts</b>	<b>60.00%</b>	<b>30.00%</b>	<b>40.00%</b>	<b>50.00%</b>	<b>80.00%</b>
1 Bedroom (1.5)		798	399	532	665	1,065
2 Bedrooms (3.0)		958	479	639	798	1,278
3 Bedrooms (4.5)		1,106	553	737	921	1,475

Examples:

1.) 1 Bedrooms

- a. 80% AMI: We cannot charge more than \$1,155 per month
- b. 60% AMI: We cannot charge more than \$866 per month
- c. 40% AMI: We cannot charge more than \$577 per month

2.) 2 Bedrooms

- a. 80% AMI: We cannot charge more than \$1,386 per month
- b. 60% AMI: We cannot charge more than \$1,039 per month
- c. 40% AMI: We cannot charge more than \$693 per month

3.) 3 Bedrooms

- a. 80% AMI: We cannot charge more than \$1,602 per month
- b. 60% AMI: We cannot charge more than \$1,201 per month
- c. 40% AMI: We cannot charge more than \$801 per month

### Average Salary by Job Type in the State of Michigan

Info provided by [https://www.bls.gov/oes/current/oes\\_mi.htm](https://www.bls.gov/oes/current/oes_mi.htm)

- 1.) Host and Hostesses: \$20,790
- 2.) Pharmacy Aides: \$25,170
- 3.) Barbers: \$26,270
- 4.) Security Guards: \$27,230
- 5.) Medical Assistants: \$31,270
- 6.) Bus Drivers: \$34,270
- 7.) Dental Assistants: \$36,480
- 8.) Police, Fire, and Ambulance Dispatchers: \$41,470
- 9.) Clergy: \$42,070
- 10.) Surveying and Mapping Technicians: \$42,280
- 11.) Medical Appliance Technicians: \$43,370
- 12.) Legal Secretaries: \$44,540
- 13.) Firefighters: \$44,870
- 14.) Postal Service Mail Carriers: \$49,530
- 15.) Correctional Officers: \$49,910
- 16.) Medical Equipment Repairers: \$52,950
- 17.) Health Educators: \$53,790
- 18.) Construction and Building Inspectors: \$54,290
- 19.) Healthcare Social Worker: \$56,500