## PONTIAC CITY COUNCIL

Kermit Williams, District 7 President Randy Carter, District 4 President Pro Tem



Patrice Waterman, District 1 Don Woodward, District 2 Mary Pietila, District 3 Gloria Miller, District 5 Dr. Doris Taylor Burks, District 6

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."

> Garland S. Doyle, M.P.A. Interim City Clerk

## FORMAL MEETING December 27, 2018 12:00 P.M. 63<sup>rd</sup> Session of the 10<sup>th</sup> Council

Call to order

Invocation

**Pledge of Allegiance** 

**Roll Call** 

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

### **Approval of the Minutes**

1. Meeting of December 18, 2018

### **Subcommittee Reports**

- 2. Community Development Sub-Committee
- 3. Public Safety Sub-Committee

### **Recognition of Elected Officials**

### **Agenda Address**

### **Agenda Items**

## Resolutions

## **City Council**

4. Resolution to adopt the City Council 2019 Meeting Schedule.

## **Mayor's Office**

 Resolution to Approve Revised Federal Poverty Guidelines for 2019 and the City of Pontiac Board of Review Instructions for Applicants Requesting Consideration of Hardship Exemption. (Awaiting Response to Council President Pro Tem Carter's Question) 6. Resolution to Request Authorization to Purchase Vehicle for Youth Recreation.

## **Community and Economic Development**

- 7. Resolution to Approve the Removal of Parcel 14-34-201-012 Commonly Known as 1200 Auburn Avenue from the Tax Increment Finance Authority District Boundaries for the Establishment of a Brownfield. (NEW)
- 8. Resolution Requesting the Oakland County Brownfield Redevelopment Authority to Review 1200 Auburn Avenue (Peninsula Plastics-Project Growth).
- 9. Resolution Concurring with the Provisions of a Brownfield Plan Adopted by the Oakland County Brownfield Redevelopment Authority for 1200 Auburn Avenue (Peninsula Plastics-Project Growth).
- 10. Resolution to Authorize Mayor to Enter into a Contract for General Yard Services with Oakland Livingston Human Service Agency at a Cost of \$75,000 (The Contractor will be paid with Community Development Block Grant Funds.).
- 11. Resolution to Object to the Transfer of the Remaining Parcels from the Oakland County Treasurer's Auction 2018 with the Exception of Parcel Number 14-32-131-009 adjacent to Rotary Park.

## **Department of Public Works**

12. Resolution to Authorize Mayor to Enter into an as Needed Contract with Pipeline Management for Storm Sewer Maintenance and Repair for One Year, with Three Year Optional Extensions.

## New Agenda Item

## **Mayor's Office**

13. Resolution to Accept the Oakland County 2018-2019 Auto Theft Prevention Authority Grant Sub-Recipient Agreement with the City of Pontiac and Authorize the Mayor to Sign the Agreement.

## **Public Comment**

## Mayor, Clerk and Council Closing Comments

## Adjournment

## MINUTES

## Official Proceedings Pontiac City Council 62<sup>nd</sup> Session of the Tenth Council

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday December 18, 2018 at 6:00 p.m. by Council President Kermit Williams.

Call to Order at 6:00 p.m.

Roll Call

Members Present: Carter, Miller, Pietila, Taylor-Burks, Williams and Woodward. Members Absent: Waterman. Mayor Waterman was present. Clerk announced a quorum.

18-483 **Excuse Councilperson Patrice Waterman for personal reasons.** Moved by Councilperson Woodward and second by Councilperson Pietila.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, Williams and Carter No: None Motion Carried.

18-484 **Approval of the agenda.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Williams, Woodward, Carter and Miller No: None **Motion Carried.** 

18-485 **Approve minutes of December 11, 2018.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Williams, Woodward, Carter, Miller and Pietila No: None **Motion Carried.**  Council President Williams opened the public hearing to remove parcel #14-34-201-012 from TIFA to establish a Brownfield for Peninsula Plastics, 1200 Auburn Rd Pontiac, Michigan 48342 at 6:10 p.m. No members of the public made comments. Council President Williams closed public hearing at 6:11 p.m.

Thirteen (13) individuals addressed the body during public comment.

18-486 Resolution to deny the Planning Commission's Recommendation for the Zoning Text Amendment of the City of Pontiac Zoning Ordinance to include Medical Marihuana Facilities within the City of Pontiac. Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Whereas, Following Pontiac approval of Proposal 1: City of Pontiac Medical Marihuana Facilities Ordinance in August 2018 and following the recount certification on September 12, 2018; the City prepared a Zoning Text Amendment of City of Pontiac Zoning Ordinance to include uses of Medical Marihuana Facilities within the City of Pontiac; and

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

Whereas, On October 29, 2018, a Public Hearing was held, and in consideration of public opinion, the Planning Commission conditionally approved the Zoning Text Amendment request to amend the City of Pontiac Zoning Ordinance to include uses of medical marihuana facilities within the City of Pontiac, and the Planning Commission recommends City Council approve the Zoning Text Amendment; and

Now Therefore, Be It Resolved, that the Pontiac City Council denies the Planning Commission recommendation for the Zoning Text Amendment of City of Pontiac Zoning Ordinance to include medical marihuana facilities within the City of Pontiac.

Ayes: Williams, Woodward, Carter, Miller and Taylor-Burks No: Pietila **Resolution Passed.** 

18-487Resolution to refer Proposed Alternative Ordinance to Amend the City of PontiacZoning Ordinance to include Uses of Medical Marihuana Facilities in Designated Overlay Districtsto the Planning Commission. Moved by Councilperson Woodward and second by CouncilpersonTaylor-Burks.

Whereas, the Pontiac City Council proposed an alternative ordinance to the Planning Commission recommendation for the Zoning Text Amendment of City of Pontiac Zoning Ordinance to include medical marihuana facilities within the City of Pontiac; and

Whereas, the Pontiac City Council removes the emergency designation from the proposed ordinance; and

Now Therefore, Be It Resolved, that the Pontiac City Council refers the proposed alternative ordinance for the Zoning Text Amendment of City of Pontiac Zoning Ordinance to include medical marihuana facilities within the City of Pontiac to the Planning Commission for consideration.

Ayes: Williams, Woodward, Carter, Miller, Pietila and Taylor-Burks No: None **Resolution Passed.** 

Council President Kermit Williams left the meeting and Pro-Tem Carter assumed the chair. The meeting was recessed for two minutes. The meeting was called back to order at 7:30 p.m.

Agenda Items #5-#12 were discussed.

Agenda Item #13 report was received.

Council President Pro Tem Randy Carter adjourned the meeting at 8:02p.m.

GARLAND S. DOYLE INTERIM CITY CLERK

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# SUB COMMITTEE REPORTS

## COMMUNITY DEVELOPMENT SUB-COMMITTEE NOTES December 14, 2018

In attendance: Council members: Chairperson Don Woodward, and Patrice Waterman Economic Development Director: Rachel J. Loughrin City Planner: Vernon Gustafsson Walbridge: Adorno Piccinni Bob Waun

Start time: 11:00 am

## 140 South Saginaw Brownfield Request

- Currently, Oakland County owns the property.
- The Brownfield has to be approved first, before there can be a closing with the County.
- The Ottawa Towers litigation had to be resolved, in order to address the parking.
- The first order of business is to preserve the structure.
- The electrical, plumbing and elevators have all been removed from the structure.
- There are trees growing in the building and there is mold and water damage.
- If the approvals are given, the closing could be in February.
- The cost of the project is astronomical due to clean-up expenses.
- When entering the building, you must wear a respirator due to the mold and asbestos.

• There was a Brownfield meeting during which time, an approval given; in attendance, the Mayor, Michael Goldman, NZ Bryant and Leon.

• Despite being informed that the Brownfield meeting was the only step required, it was explained, that a project still has to go before a subcommittee before being placed on an agenda for a vote.

• The Brownfield is required before there can be a closing as it removes some risk and helps to pay back the cost of remediation and the cost of the building.

• A Project Summary was provided and indicated that the estimated eligible developer reimbursable cost is, \$3,064,660.00 and the estimated total TIR Capture, \$4,253,319.00.

• If there is a Brownfield, proof must be provided to ensure that the money is being spent on the Brownfield plans. There are checks and balances built in and if the specified work is not performed, they will not be entitled to the money and there is no double-dipping.

•Not everything can be paid through the Brownfield. There are qualifiers through the statute, PA 381:

- a. Contaminated
- b. Blighted
- c. Financially obsolete
- d. historic
- The structure definitely meets the first three requirements.

The proposal seeks to provide:

a. 400 new full-time jobs within the City with a typical hourly rate of \$30/hr. for an annual salary of \$62,400.00 and a total project related payroll of \$24,960.00 and b. 90 FTE construction jobs at a typical hourly rate of \$55/hr. for an annual salary of \$114,400.00 and a total project related payroll of \$13,384,800.00.

• Phase one: to preserve the asset which includes, cleaning the mold and replacing the roof.

• The project would allow for a mixed use of the property and may allow for public spaces on the first floor, offices and a floor or two for residential. The apartments would be at market rate.

• The location is next to the Woodward corridor, so in the event a rail system is implemented and comes through Pontiac, the development would be in close proximity.

- It will take about a year to get the structure restored to "CORE IN SHELL."
- •To date, approximately \$300,000 has been spent on project efforts.
- Local residents have an opportunity to reap the benefits.
- The request is to include hiring local contractors and minorities and including internships and trades.
- A list of minority contractors to be provided and considered.
- After the required approvals are obtained, then it should take a year or less for tenants to occupy.
- The request is to be placed on Council's agenda the first week of January.

## Adjourned: 11:29 am

## December 2018 - Public Safety Subcommittee

Attendance included; OCSO SSgt Hunt, WTRG Fire Chief John Lyman, Deputy Chief Matthew Covey, Star EMS Director and High Risk Manager Brian Long, Council ProTem Randy Carter, Councilman Don Woodward, Councilwoman Mary Pietila, Chair and Deputy Mayor, Jane Bias-DiSessa.

\*\*SSgt Hunt shared that Mr. Curtaindell is still considered missing since November 23, 2018, that this case is still open and assigned to Detective Stephens, although information is short coming. Cadaver Dogs from throughout the state were brought in to search, on Saturday December 8th, without any findings.

Tag and Drag was successful altogether 49 cars were towed immediately and 247 vehicles were ticketed for illegal parking, from both the North and South of M59. There were comments by one in attendance there have been cars in their district just sitting for months. It was shared, the way to keep the roads clean, is if the residents who notice violations call it in immediately.

The OCSO participated in the Holiday Extravaganza Parade, The Winter coat Drive and Shop with the Cops program throughout the County, Council ProTem Carter shared he did also.

\*\*Chair shared she received an invitation to tour the Jail from one of the SSgts she assisted in the past and was truly impressed as to how may services are available to inmates, as well as dietary needs for those with chronic illnesses.

\*\*Deputy Mayor shared that a HR Director has been hired. Her name is Kiedera Anderson, we were told she has an extensive Municipal History, but were not supplied with a resume or any names of where. I was not given the proper spelling, and therefore was not able to do a google search during the time of the meeting. DPW Assistant and Finance Director Searches were ongoing during Fridays' meeting.

\*\* Fire Chief shared that Fire Fighter Jim Cooper spearheaded Thanksgiving Giveaway 22 baskets the Union sponsored with 11 going to each Pontiac and Waterford Communities.

Deputy Chief explained the calls for service, although are within the guidelines, are still askew from when the new service was put in place a few months ago and anticipate once the new year's around and all calls on the report start new, all will be accurate. The month of November there were no injuries due to fires.

Nar can Training there were 80 participants. Fires were down by 10%, a question was asked by Council if the Demolition of Houses has helped. Dep F. C. responded Yes Demolitions have helped. Also WRD keeping the lines cleared help the water flow and the ISO Rating of fire suppression for Insurance purposes currently it is a 3 with 1 being the best.

Currently the Yellow Rose Campaign is ongoing. It is for Suicide lookout, this is often the time of year that hits Public Safety Personnel Hard. If you see someone looking as though they are going to a trying time, stopping to talk does help, you can direct to them to Suicide prevention resources as well.

Mr. Long shared we have 6 new Basic EMT's working in Pontiac, there was conversation on how it takes determination and a love for the job more so than wages as there is regular pay increases, but you start off at a bottom line wage.

The meeting was concluded by acknowledgement that Start receives no money from the City; their reimbursement is strictly by Insurance Company Payment.

The December Meeting was adjourned at 10:30 a.m.



## WATERFORD REGIONAL FIRE DEPARTMENT

2495 Crescent Lake Road • Waterford, MI 48329 Phone: 248.673.0405 • Fax: 248.674.4095 www.waterfordmi.gov

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

## **MONTHLY FIRE DEPARTMENT REPORT**

## For the City of Pontiac

December 2018							
Total	calls - month: 465	Fires: 17	EMS: 324	Other: 124			
Total	calls - YTD: 4,735	Fires: 263	EMS: 2,794	Other: 1,678			
Mont	h Count	<b>Response Tin</b>	nes	YTD Count	Response Times		
FS-6	Fires – 5	6.36	А.	<sup>^</sup> 61	6.13		
	EMS – 64	5.35 <sup>°</sup>		, 638	5.27		
FS-7:	Fires – 10	4.43	,	120	5.22		
	EMS – 92	5.14		1,042	4.56		
FS-8:	Fires – 4	5.34		33	5.13		
	EMS – 58	5.20		539	5.17		
FS-9:	Fires – 7	5.26		49	4.51		
	EMS – 67	4.50		575	4.33		

Fire Injuries to personnel: 0

Fire Injuries to civilian: 0

## Notable events/incidents for month:

Narcan training for community conducted at Headquarters. Pump testing for trucks. Jaws of life testing.

21 Thanksgiving baskets distributed by Firefighters.

## AVERAGE RESPONSE TIMES BY ZIP CODE

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	Nov-18	18-Dec
48340	6	
48341	5	
48342	5	
48343	5	
Monthly	5.25	5.231

Pregnancy/Childbirth	1	7	8	7	8	11	9	10	11	10	20
Psychiatric Problems	38	29	24	31	30	31	31	31	25	19	34
Respiratory Arrest	0	0	0	0	0		0	0	0	0	0
"Sick" Person	192	153	157	179	183	184	205	207	190	139	132
Standby	1	1	1	0	0	1	0	0	2	0	0
stab/Gunshot Wound	8	3	2	1	3	2	6	4	4	9	14
Stroke/CVA	15	14	21	21	13	11	8	10	21	18	15
Traffic Accidents	37	30	29	36	33	57	· 47	38	37	56	42
Palliative care	22	19	13	15	16	21	22	28	19	16	27
Traumatic Injury	7	12	6	9	14	- 22	17	13	12	24	16
Unconscious/unknown cause	54	57	52	46	0	55	47	37	38	50	48
UNKNOWN	37	14	17	30	10	20	15	44	0	8	13
"Person DOWN"	0	26	8	0	51	20	22	15	32	24	30
Sexual Assault	0	0	0	0	0	0	0	0	0	0	C
Well Person Ck	0	1	1	1	1	0	2	2	2	1	(
total	957	810	827	860	914	892	933	981	934	915	978

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DISPATCH	18-Jan	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	18-Aug	18-Sep	Oct-18	Nov-18
Abdominal Pain	45	19	31	24	25	30	16	42	26	30	28
ALLergies	3	4	13	7	5	1	8	4	9	6	6
ALTERED MENTAL STATUS		1	6	5	0	11	11	8	8	13	12
Animal bites	1	0	0	4	0	0	0	3	4	2	1
Assault	21	14	17	30	25	29	23	40	44	40	28
Invalid assist	2	0	0	1	2	3	2	5	0		2
Pedestrian struck by Auto		· 0	0	0	0	0	. 0	0	0	0	0
Back Pain	16	12	6	8	13	10	· 10	11	11	6	9
Breathing Problems	113	94	107	102	96	~ 94	104	120	88	108	139
Burns	3	0	2	5	4	, 0	3	1	1	4	2
Cardiac Arrest	14	14	13	14	20	11	· 20	14	17	14	13
Chest pain	77	60	72	70	69	51	63	73	77	78	88
Choking	4	1	4	6	3	0	5	5	4	3	2
CO poisoning	2	0	0	0	4	0	0	1	1	1	3
Seizures	37	43	46	45	36	64	45	52	56	57	69
Diabetic Issues	18	22	23	21	15	· 24	27	22	15	28	34
Drowning						<i>י</i> 1	0	0	0	0	0
Electrocution	0	0	0	0	0	_ 0	、 <b>0</b>	0	0	0	0
Eye issues	0	0	1	1	0	1	0	0	1	1	1
Fainting	0	0	0	0	49	0	0	0	0	0	0
Fall Victim	71	68	72	56	73	47	69	63	71	69	56
Fever	0	0	0	0		0	0	0	0	0	0
Fire	0	0	1	1	2	0	0	0	1	4	3
Headache	4	1	2	1	6	2	7	5	4	8	3
Heart Problems	9	14	10	14	5	11	9	13	17	8	7
Heat/Cold Exposures	3	2	0	0	4	2	0	1	0	0	3
Hemorrhage from Laceration	22	15	14	15	21	16	20	12	27	14	19
Industrial Accident	0	0	0	0	0	0	0	0	0	0	1
Medical alarms	19	21	7	15	22	11	8	5	8	8	19
MCI	0	0	0	0	0	0	0	· 0	0	0	0
Ingested Poison	0	0	0	0	0	0	0	0	0	0	0
Non Emergent requests	13	0	5	11	12	0	0	5	6	8	0
Overdose	48	39	36	28	41	38	52	37	45	31	39

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# RESOLUTION #4



The Pontiac City Council

## Announces

## THE SCHEDULE OF MEETINGS OF THE PONTIAC CITY COUNCIL

To comply with the Michigan Open Meeting Act (MCL 15.265)

The Pontiac City Council will hold its regular meeting on Tuesday evenings at 6:00 p.m. in the Council Chambers of City Hall 47<sup>4</sup> Ave Pontiac, Michigan 48342 unless otherwise noted.

Internet website where meetings are posted www.pontiac.mi.us

### The dates are as follows:

Thursday, January 3, 2019 Noon Study Session Tuesday, January 8, 2019 6:00 p.m. Formal Meeting Tuesday, January 15, 2019 6:00 p.m. Study Session Tuesday, January 22, 2019 Noon p.m. Formal Meeting Tuesday, January 29, 2019 6:00 p.m. Study Session Tuesday, February 5, 2019 6:00 p.m. Formal Meeting. Tuesday, February 12, 2019 6:00 p.m. Study Session Tuesday, February 19, 2019 Noon Formal Meeting Tuesday, February 26, 2019 6:00 p.m. Study Session Tuesday, March 5, 2019 6:00 p.m. Formal Meeting Tuesday, March 12, 2019 6:00 p.m. Study Session Tuesday, March 19, 2019 6:00 p.m. Formal Meeting Tuesday, March 26, 2019 6:00 p.m. Study Session Tuesday, April 2, 2019 6:00 p.m. Formal Meeting Tuesday, April 9, 2019 6:00 p.m. Study Session Tuesday, April 16, 2019 Noon Formal Meeting Tuesday, April 23, 2019 6:00 p.m. Study Session Tuesday, April 30, 2019 6:00 p.m. Formal Meeting

Tuesday, May 7, 20918 6:00 p.m. Study Session Tuesday, May 14, 2019 6:00 p.m. Formal Meeting Tuesday, May 21, 2019 6:00 p.m. Study Session Tuesday, May 28, 2019 6:00 p.m. Formal Meeting Tuesday, June 4, 2019 6:00 p.m. Study Session Tuesday, June 11, 2019 6:00 p.m. Formal Meeting Tuesday, June 18, 2019 6:00 p.m. Study Session Tuesday, June 25, 2019 6:00 p.m. Formal Meeting Tuesday, July 2, 2019 Noon Study Session Tuesday, July 9, 2019 6:00 p.m. Formal Meeting Tuesday, July 16, 2019 6:00 p.m. Study Session Tuesday, July 23, 2019 6:00 p.m. Formal Meeting Tuesday, July 30, 2019 6:00 p.m. Study Session Tuesday, August 6, 2019 6:00 p.m. Formal Meeting Tuesday, August 13, 2019 6:00 p.m. Study Session Tuesday, August 20, 2019 6:00 p.m. Formal Meeting Tuesday, August 27, 2019 6:00 Study Session Tuesday, September 3, 2019 6:00 p.m. Formal Meeting Tuesday, September 10, 2019 6:00 p.m. Study Session Tuesday, September 17, 2019 6:00 p.m. Formal Meeting Tuesday, September 24, 2019 6:00 p.m. Study Session Tuesday, October 1, 2019 6:00 p.m. Formal Meeting Tuesday, October 8, 2019 6:00 p.m. Study Session Tuesday, October 15, 2019 6:00 p.m. Formal Meeting Tuesday, October 22, 2019 6:00 p.m. Study Session Tuesday, October 29, 2019 6:00 p.m. Formal Meeting Tuesday, November 5, 2019 6:00 p.m. Study Session Tuesday, November 12, 2019 6:00 p.m. Formal Session Tuesday, November 19, 2019 6:00 p.m. Study Session Tuesday, November 26, 2019 Noon Formal Session Tuesday, December 3, 2019 6:00 p.m. Study Session Tuesday, December 10, 2019 6:00 p.m. Formal Meeting Tuesday, December 17, 2019 6:00 p.m. Study Session Tuesday, December 23, 2019 Noon Formal Meeting Tuesday, December 30, 2019 Noon Study Session

City of Pontiac 47450 Woodward Avenue Pontiac, Michigan 48342 248-758-3200

## **Pontiac City Council Resolution**



WHEREAS, the Pontiac City Council will hold its regular meeting on Tuesday evenings at 6:00 p.m. in the Council Chambers of City Hall 47450 Woodward Ave. Pontiac, Michigan 48342 unless otherwise noted on the 2019 Schedule of Meetings of the Pontiac City Council.

NOW THEREFORE BE IT RESOLVED, that the Pontiac City Council adopts the scheduling of their meetings for 2019.

# RESOLUTION #5



## CITY OF PONTIAC OFFICIAL MEMORANDUM

**TO:** Honorable City Council President and City Council Members

- **FROM:** Jane Bais DiSessa, Deputy Mayor
- **CC:** Mayor Waterman, Anthony Chubb, City Attorney; and Rose Wilson, Deputy Treasurer
- DATE: December 13, 2018

## RE: Resolution to approve the revised Federal Poverty Guidelines for 2019 and the City of Pontiac Board of Review Instructions for Applicants requesting Hardship Exemption consideration.

On an annual basis, the General Property Tax Act requires the governing body to adopt guidelines for the Board of Review to follow when considering applications for hardship exemptions. Homeowners granted hardship exemptions by the Board of Review are not required to pay 100% of the property taxes assessed against their homestead property in 2019.

Please note that special assessments and the sanitation fee cannot be waived, or reduced. Applicants must meet the standards established ty an income level test and an asset level test. The proposed guidelines identify the federal poverty guidelines for the income level test and establish a threshold that varies depending on the family size. For example, a family of four has a threshold of \$25,100 in 2019 (based on the 2019 Federal Poverty Guidelines). A copy of the Federal Poverty Guidelines for 2019 is attached for your information.

At this time, the City Council is requested to adopt the following resolution:

WHEREAS, In accordance with State of Michigan Act No. 390, Public Acts of 1994, approved December 29, 1994, General Property "Section 211. 7u (4). The governing assessing unit shall determine and make public the policy and guidelines the uses for the granting of exemptions the guidelines shall include but not specific income and asset levels of the household income and assets;" and,

WHEREAS, The Pontiac City Council approved said Hardship Exemption Guidelines for 2018; and,

WHEREAS, said Hardship Guidelines should be amended annually to reflect the new Federal Poverty Guidelines,

NOW, THEREFORE, BE IT RESOLVED That the Pontiac City Council hereby approves the attached revised Federal Poverty guidelines for the 2019 and the City of Pontiac Board of Review Instructions for Applicants requesting Hardship Exemption consideration.

ATTACHMENT



## City of Pontiac, Michigan Department of Finance

Mayor Deirdre Waterman

## JANUARY 2019

## TO: PROPERTY OWNERS APPLYING FOR HARDSHIP EXEMPTION (FINANCIAL) FROM THE CITY OF PONTIAC BOARD OF REVIEW

The Board of Review for the City of Pontiac has adopted uniform guidelines for determining poverty exemptions. Taxpayers whose income falls below a determined level may apply for a reduced assessment, based on income, assets and family size. The goal of this procedure is to adopt consistent standards for granting tax relief based on hardship. Please note: This application may reduce the taxable value of your property; however, it does not affect the homestead exemption affidavits, which reduces the tax rate. (Property taxes – taxable value x tax rate / 1,000).

Attached is a schedule, which outlines the eligibility guidelines as established by the Pontiac City Council. Please note that the State of Michigan Homestead Property Tax Credit and all pertinent income and expense data shall be used in the determination of eligibility. Attached is the Economic Hardship Exemption application form.

When the application is returned to the Treasurer's Office at City Hall or the Oakland County Equalization Office, 250 Elizabeth Lake Road in Pontiac, you shall also submit completed copies of your Federal and State Income Tax Returns, the General Homestead Property Tax Claim Form, MI-1040 CR-4, and the Senior Citizen Homestead Property Tax Form, MI-1040 CR-1.

It is not necessary for you to appear in person before the Board of Review. The Oakland County Equalization Office will submit your application to the Board for their consideration.

In order to provide time to review this application, it must be returned to the Treasurer's Office at City Hall or the Oakland County Equalization Office **ON OR BEFORE MARCH 1<sup>ST</sup>, JULY 1<sup>ST</sup>, OR DECEMBER 1<sup>ST</sup>, 2019.** Please also note: You may only submit (on one of the days listed above) one application per year.

If you have any questions or need assistance, please contact the Oakland County Equalization Office at (248) 858-0776.

## CITY OF PONTIAC HARDSHIP EXEMPTION GUIDELINES

For Applicants requesting consideration for Property Tax Hardship Exemptions.

- 1) Applicant(s) shall obtain the hardship application form from the City of Pontiac Treasurer's Office or the Oakland County Equalization Department. Handicapped or disabled applicants may call the Assessor's Office to make necessary arrangements for assistance.
- 2) Applicant(s) must own and occupy the property as a homestead
  - a. Must produce a driver's license or other acceptable method of identification and determination of address.
  - b. Must produce a deed, land contract or other evidence of ownership.
- 3) Applicant(s) must complete the application form in its entirety and return to this office. Any application form submitted to the Board of Review which has not been filled out in its entirety shall be denied by the Board of Review. Appeals of said denial shall be made to the Michigan Tax Tribunal.
- 4) Applicant(s) and other personal residing in the homestead must submit copies of current year's (City will make copies if necessary) of the following:
  - a. Federal Income Tax Return 1040, 1040A or 1040EZ
  - b. Michigan Income Tax Form MI-1040, MI-1040A or MI-1040EZ
  - c. Senior Citzens Homestead Property Tax Form MI-1040CR-1
  - d. General Homestead Property Tax Claim MI-1040CR-4
  - e. ADC Annual Budget letter
  - f. Benefit Statement (pension, retirement or Social Security)
  - g. Social Security Card (any persons 18 years of age or under)
- 5) A hardship exemption shall not be granted to any applicant who has not owned and occupied the homestead for a minimum of three (3) years prior to the date of application.
- 6) A hardship exemption shall not be granted to any applicant who owns salable property other than their own homestead no matter where located.
- A hardship exemption shall not be granted to any applicant whose assets exceed
   \$100,000. An applicant's homestead shall be excluded from consideration as an asset.
- 8) Applicant(s) shall not be eligible for consideration if they do not meet the Income Limitation Guidelines adopted by the City of Pontiac:

Size of Family Unit	Poverty Guidelines
1	\$12,140
2	\$16,460
- 3	\$20,780
4	\$25,100
. 5	\$29,420
6	\$33,740
7	\$38,060
8	\$42,380
For each additional person, add	\$4,320

NOTE: IF YOU EXPECT UNUSUAL PERSONAL OR FAMILY EXPENSES WHICH WILL AFFECT YOUR INCOME, THE BOARD OF REVIEW MAY CONSIDER ADJUSTMENTS TO YOUR INCOME LEVEL.

- 9) The MAXIMUM allowed reduction for hardship exemption shall be 50% of the net property taxes due after the State Homestead Credit applied based on Taxable Value of the homestead for the tax year.
- 10) All hardship exemptions shall be granted for the current tax year only.
- 11) Applications may be reviewed and acted upon by the Board of Review without applicant(s) being present. However, the Board may request that any or all applicants be physically present to respond to any questions the Board of Review or Assessor may have. This means that an applicant may be called to appear on short notice.
- 12) Applicant(s) should be prepared to answer questions regarding their financial affairs, health, the status of people living in their home, etc.
- 13) Pursuant to state law, applicant(s) may apply for Hardship Exemption to only one (1) session of the Board of Review (March, July **OR** December) and any appeal of the Board's decision shall be made to the Michigan Tax Tribunal.
- 14) The Board of Review shall have the authority to grant an exemption to applicant(s) who do not meet the residency requirement of the exemption guidelines of the City of Pontiac if they are paraplegic, quadriplegic, hemiplegics, or totally and permanently disabled <u>AND</u> have owned and occupied the property in the City of Pontiac prior to becoming handicapped or permanently disabled.

## CITY OF PONTIAC 47450 WOODWARD PONTIAC, MI 48342

## **REQUIRED DOCUMENTS**

Hardship Exemption applicants shall submit **COPIES** of the documents listed below in order to be considered for eligibility. Please attach these **COPIES** to your application.

- 1. WARRANTY DEED or LAND CONTRACT or QUIT CLAIM DEED
- 2. HOMEOWNER'S INSURANCE POLICY
- 3. CURRENT FEDERAL INCOME TAX
- 4. CURRENT MICHIGAN INCOME TAX
- 5. GENERAL HOMESTEAD PROPERTY TAX MI-1040 CR *or* SENIOR CITIZEN HOMESTEAD PROPERTY TAX
- 6. INCOME OF <u>ALL</u> PERSONS LIVING IN THE HOME: ADC BUDGET LETTER PENSION BENEFITS SOCIAL SECURITY STATEMENT ALIMONY, CHILD SUPPORT FIP, DHS, DISABILITY, & WORKERS' COMPENSATION OTHER INCOME W-2 (WAGES UNDER \$5,000)
- 7. EMPLOYER'S NAME, ADDRESS
- 8. DRIVER'S LICENSE
- 9. SOCIAL SECURITY CARD (all persons living in the home).

# RESOLUTION #6



## CITY OF PONTIAC OFFICIAL MEMORANDUM

**TO:** Honorable Council President and City Council Members

- **FROM:** Jane Bais-DiSessa, Deputy Mayor
- CC: Mayor Waterman and John Balint, DPW Director
- DATE: Decembver 13, 2018

## **RE:** Request to Purchase of Youth Recreation Vehicle.

Due to our growing Youth programs, a transportation vehicle is a vital asset and a necessity for the transportion of staff, program participants and equipment. As such, it is respectfully requested that the City Council reconsider this request and authorize Administration and resubmit a revised request as shown below:

<u>ltem</u>	Description	<u>Quantity</u>	<u>Total</u>
1	2018 Chevrolet – CG 23406 Express – 2500 2WD (options include)	1	\$24,792.00

Please note that the above vehicle price is no longer valid and will require that it be re-submitted in order to receive 2019 figures from MiDeal.

Funding for these vehicle and equipment will be carried-over from the FY 2017-18 budget.

Based upon the above and attached information, it is the recommendation of the Executive Staff to purchase the listed vehicle and equipment utilizing the MiDeal pricing from the low bid vendors.

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 vehicle and equipment and determined the listed items to be adequate for the upcoming work, and;
NOW, THEREFORE, BE IT RESOLVED,	The Pontiac City Council authorizes the Mayor to purchase the listed vehicle as requested and that it be resubmitted to MiDeal for best available pricing.

Your attention to this request is appreciated.

Chevaled Express

	2600.2WD	3				
Body	Style; Express Passenger 135" Wheelbase	Name: Accliess 1:	Berger Chevrolet			
NOTE: Model Should include STANDARD PACKAGING, unless otherwise			2525 28th Street	\$e		
11111111111111	56/017,	Address 2:	Crond Daplda M	IDEAD	********	
		Address Z:	Grand Replds MI 49512			
		Contact	ontact Bob Evans			
		Telephone:	616-949-5200			
Standar	d Package 12 Passenger Seating		MINUS .		COST	
	Equipment Group Base 1LS	1	· · · ·	1		
MTI	Automatic Transmission			1		
LV1	4.3L V-6					
****	Air Standard					
	Vinyl Interior	<u> </u>				
B38 ,	Rubber Floor	}		ļ		
GVWR	8,600			<u> </u>		
****	PLUS TITLE FEE MINUS YOTAL					
	STANDARD COST SUBTOTAL	P	· · · · · · · · · · · · · · · · · · ·	\$	23,169.0	
Priesia	LE OPTIONS:	f~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		+*	20,100,0	
C69	Air Conditioning, Rear	f		\$	769.0	
BA3	Console, deuxe with swing-out storage bin			1s	19.0	
				+~~~~		
ZQ3	Convenience Package, Till-Wheel and (K34) chuise control		······	\$	360.0	
K34	Cruise Control			INC		
C49	Defogger, rear-window electric		······································	\$	190.0	
331	Floor Covering, Black rubberized-vinyl, front only			N/C		
330	Floor Covering, full-floor color		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	\$	169.0	
036	Heater, reer auxillary		······································	[\$	260.0	
TR9	Lighting, auxiliary with reading and underhood lights		/	\$	75.0	
				070		
drj Jeo	Mirror, inskle rearview, includes Rear Vision Camera display OnStar, delete		·····	STD N/C	· · · · · · · · · · · · · · · · · · ·	
N4	OnStar with 4G LTE			N/C	***	
//4	Rear Vision Camera, display integrated into rearview mirror			1.000		
JVC	(included with (DRJ)			STD		
340	Remote Keyless Entry with 2 transmitters and remote panic			1910		
ATG .	button		معميها	5	180.0	
			******			
<b>YTE</b>	Remote Vehicle Starter System (req. ATG) remote keyless entry			\$	279,0	
581 L88	Windows, power, delete	\$	(80,00)			
JES	Mirrors, outside heated power-adjusteble, black, manual-folding			\$	109.0	
	Mirrors, outside heated power-adjustable, black, manual-folding			}		
)EB	with single pane glass			5	105.0	
JD7	Rear Park Assist		· · · ·	\$	275.0	
(G4	Alternator, 146 amps Alternator, 220 amps			\$	68.0	
W6	Asternator, 220 amps			\$	139.0	
P2	Baltery, Isolated 2nd	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	······	3	146,0	
JA1	Battery, heavy-duty 770 cold-cranking amps Batteries, dual heavy-duty 770 cold-cranking amps			\$	53.0	
380	Batteries, oual neavy-duty 770 cold-cranking amps Differential, heavy-duty locking rear			\$	297.0	
.98	Engine, Vortec 6.0I. V8 SFI Flexfuel			\$	896.0	
i9Y	Fleet Free Maintenance Credit	\$	(57,00)			
82	Trailering equipment, heavy-duty	<u></u>	1.1.401	\$	257.0	
N7	Traller wiring, 7-pin sealed connector			\$	71.0	
	TOTAL OPTIONS					
J			TOTAL COST	\$ 2	9,79	
			*****			

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## RESOLUTION #7



## DEPARTMENT OF ECONOMIC DEVELOPMENT

## MEMORANDUM

RE:	Resolution for the removal of TIFA parcel number 14-34-201-012 from District 2 and the approval of a Brownfield request for 1200 Auburn Avenue
DATE:	December 20, 2018
VIA:	Jane Bais-DiSessa Deputy Mayor
FROM:	Rachel Loughrin Director, Economic Development
TO:	Honorable City Council

- Peninsula Plastics Peninsula Plastics Company, Inc. has submitted a brownfield request for 1200 Auburn Avenue.

Peninsula Plastics Company, Inc. has submitted a brownfield request for 1200 Auburn Avenue. The brownfield is for the removal of an underground storage tank on the property, the remediation of some leakage from that tank, and the demolition of the pump island canopy. The full amount of the request is \$349,157.00.

This project was brought before the City of Pontiac Tax Increment Finance Authority (TIFA) and Brownfield Redevelopment Authority (BRA) Board on December 05, 2018. That committee recommended approval of both the removal of the parcel from the TIFA district as well the brownfield plan request.

Peninsula Plastics Company, Inc., (Peninsula) has been operating in Michigan for almost 40 years. Over those years it has become a world-class dunnage supplier and manufacturer of custom packaging for the automotive industry as well as for textile retail, aerospace and the military. The Company currently operates in 125,000 s/f spread over three different facilities with its main site in Auburn Hills. It specializes in thermoforming design services and maintains strong capabilities for twin sheet thermoforming, 5-axis CNC & robot trimming, and die cutting. With its operations continuously expanding, the Company is now exporting to other countries including Canada, Mexico, Brazil, and Chile

Peninsula plans to grow its operations by expanding into 1200 Auburn Rd for the expansion of its plastic extrusion, injection molding and tooling operations. Peninsula would make a total capital investment of approximately \$8,000,000 in both the purchase and construction of real property improvements and approximately \$8,000,000 in the purchase of equipment and other personal property (generally exempted from personal property tax as Qualified New Personal Property).

Peninsula intends to build a workforce of approximately 40 full time jobs with average annual base wage of approximately \$45,000, and hire at least 25 Pontiac residents over the next three years, per their development agreement with the city.

We are requesting that you approve the following resolution for the removal of parcel number 14-34-201-012 from TIFA district 2, and approve the Brownfield request.

## Resolution for the removal of parcel 14-34-201-012 from the boundaries of the Tax Increment Finance Authority for the establishment of a Brownfield

WHEREAS, the Pontiac City Council held a public hearing during its regular scheduled City Council meeting at 6:00 P.M. on Tuesday, December 18, 2018 in Pontiac City Hall, City Council Chambers, 47450 Woodward Ave., for the purpose of receiving public comment on the proposal to remove from the boundaries of the Tax Increment Finance Authority parcel 14-34-201-012.

## Parcel 14-34-201-012:

T3N, R10E, SEC 34 ASSESSOR'S PLAT NO 141 PART OF LOT 1 BEG AT PT DIST S 88-03-50 W 365 FT FROM NE LOT COR, TH S 02-18-40 E 589.79 FT, TH S 88-03-50 W 30 FT, TH S 02-18-40 E 160.79 FT, TH N 88-03-50 E 395 FT, TH S 02-18-40 E 144.42 FT, TH S 70-32-35 W 876.52 FT, TH N 01-56-10 W 1158.87 FT, TH N 88-03-50 E 465 FT TO BEG 11-23-06 FR 011

WHEREAS, the City of Pontiac Community Development Department recommends the removal of parcel 14-34-201-012 from the boundaries of the Tax Increment Finance Authority.

WHEREAS, the City of Pontiac Community Development Department recommends the approval for the establishment of a brownfield for parcel 14-34-201-012.

NOW THEREFORE BE IT RESOLVED THAT, the Pontiac City Council approves the removal from the boundaries of the Tax Increment Finance Authority parcel 14-34-201-012 and approves the brownfield request for 1200 Auburn Avenue – Peninsula Plastics.

RL

## **1200 Auburn Avenue**



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

# RESOLUTION #8



## Resolution Requesting the Oakland County Brownfield Redevelopment Authority to Review the 1200 Auburn Avenue

WHEREAS the City of Pontiac has a Brownfield project known as 1200 Auburn Avenue that it would like to have reviewed and processed by the Oakland County Brownfield Redevelopment Authority;

WHEREAS the City of Pontiac has a Brownfield Authority but desires to have the Oakland County Brownfield Redevelopment Authority handle the 1200 Auburn Avenue;

WHEREAS the Oakland County Brownfield Redevelopment Authority was created by Oakland County pursuant to MCL 125.2651 et seq. to assist jurisdictions like the City of Pontiac;

WHEREAS the Oakland County Brownfield Redevelopment Authority is prepared to assist the City of Pontiac by reviewing the proposed 1200 Auburn Avenue, provided that the City of Pontiac acknowledges certain rights that the Oakland County Brownfield Redevelopment Authority has, to wit:

• OCBRA intends to collect an administrative fee of \$5,000.00 per year for the length of the Brownfield plan; and

WHEREAS the City of Pontiac will have the opportunity to provide public comment on any Brownfield plan (including the amount of the administrative fee to be collected) before it is finally adopted by the OCBRA and/or the Oakland County Board of Commissioners;

NOW BE IT THEREFORE RESOLVED that the City of Pontiac requests that the OCBRA undertake review of the 1200 Auburn Avenue.

## RESOLUTION #9



## STATE OF MICHIGAN

## COUNTY OF OAKLAND

## **CITY OF PONTIAC**

## RESOLUTION CONCURRING WITH THE PROVISIONS OF A BROWNFIELD PLAN ADOPTED BY THE OAKLAND COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY FOR THE 1200 AUBURN AVENUE

## **RECITATIONS:**

*WHEREAS*, the Oakland County Board of Commissioners, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), have established a Brownfield Redevelopment Authority and Board (OCBRA) to facilitate the clean-up and redevelopment of Brownfields within Oakland County's communities; and

*WHEREAS*, the property located at 1200 Auburn Avenue (Property), a site in the City of Pontiac is an environmental hazard, a "facility' under state statute; and

*WHEREAS*, a Brownfield clean-up and redevelopment plan (the "Plan") has been prepared to restore the environmental and economic viability to this parcel which the OCBRA has reviewed and approved; and

*WHEREAS*, pursuant to OCBRA by-laws, a local committee has been appointed, participated in discussions regarding the proposed plan and project, reviewed the plan, and recommends its approval; and

*WHEREAS*, the OCBRA, pursuant to and in accordance with Section 13 of the Act, shall consider recommending that the Oakland County Board of Commissioners approve the Brownfield Plan to be carried out within the City of Pontiac, relating to the redevelopment of 1200 Auburn Avenue; and

*WHEREAS*, the City has reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Sections 13(13) of the Act; and

**NOW THEREFORE BE IT RESOLVED THAT**, the City of Pontiac hereby concurs with the provisions of the Plan including approval of the Plan by the Oakland County Board of Commissioners and implementation of the Plan by the Oakland County Brownfield Redevelopment Authority.

**BE IT FURTHER RESOLVED THAT** should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

**BE IT FURTHER RESOLVED THAT** all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES: NAYS: ABSTENTIONS: ABSENT:

## **CERTIFICATION**

It is hereby certified that the foregoing Resolution is a true and accurate copy of the Resolution adopted by the City Council of the City of Pontiac at a meeting duly called and held on the \_\_\_\_\_ day of December, 2018.

## CITY of PONTIAC

By:

Garland Doyle, INTERIM CLERK

# RESOLUTION #10

# Memorandum

To: Honorable Mayor, Council President and City Council Members

From: Michelle L. McKenzie, Purchasing Agent

Through: Jane Bais-DiSessa, Deputy Mayor

Date: December 13, 2018

Re: General Yard Services for Senior Citizens

The City advertised for bids for General Yard Services for Senior Citizens. The proposals were accepted on December 06, 2018 at 2:00 pm in the office of the City Clerk and publically opened at that time.

The City received one (1) bid proposal.

The one (1) responsive, qualified bid for the General Yard Services for Senior Citizens was:

Oakland Livingston Human Service Agency (OLHSA) \$ 75,000.00

The bids was tabulated and checked. Based on the review, OLHSA is the lowest responsible bidder. <u>The bid amount is \$ 75,000.00</u>. The City of Pontiac has been allocated Federal funds through the Community Development Block Grant (CDBG). Those funds will be used to pay for General Yard Services for Senior Citizens.

The offices of OLHSA are located in Pontiac. OLHSA as the administrator of these services subcontracts the yard and plowing services. One of the vendors they sub contract is Phoenix Lawn Service, based in the City of Pontiac. OLHSA is currently providing these services to the City of Oak Park, the City of Ferndale and the Village of Holly.

As such, based upon the above and attached information it is the recommendation of the Purchasing Agent that the City authorizes the Mayor or Deputy Mayor to enter into a contract with the above-mentioned vendor Oakland Livingston Human Service Agency (OLHSA)

WHEREAS, the City of Pontlac advertised and received responses to a request for bids for General Yard Services for Senior Citizens on December 06, 2018 and publically opened bids; and,

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

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

WHEREAS, the contract will be granted to Oakland Livingston Human Service Agency (OLHSA). The amount of \$ 75,000.00 is the total bid for all work performed, by the contractor, under this agreement and will be funded by CDBG dollars;

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor or Deputy Mayor to enter into a contract with; Oakland Livingston Human Service Agency (OLHSA) for General Yard Services for Senior Citizens in the amount of \$75,000.00 as budgeted with CDBG funds.

# **REFERRAL/RECOMMENDATION FORM**

DATE:	
TO: Jane Bais-DiSessa, Deputy Mayor	
FROM: Michelle L. McKenzie, Purchasing Agent	

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

City Council X Bid Approval Budget Approval Cancelled Other

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

The following bid is attached :----General-Yard Services for Senior Offizens This copy does not include the equipment specification extraction attants for unity forma-

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: General Yard Services for Senior Citizens

**REMARKS:** After a competitive process and a public bid opening, it is recommended

that Oakland Livingston Human service Agency be awarded the General Yard

Services for Senior Citizens 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. Project to be paid for with CDBG funds administered by Oakland County.

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:

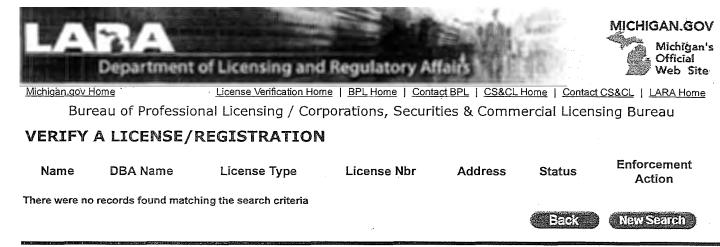
ichelle 12 Date:

Approved by:

Signature of Deputy Mayor:

Date: 12.13.15

LARA CORPS SAM Income Tax Property Info City A/P SBA  $\underline{\swarrow}_{MITN \ Profile} \ \underline{\swarrow}_{Website} \ \underline{\swarrow}_{Bid \ Tab} \ \underline{\swarrow}_{Vendor \ List} \ \underline{\swarrow}_{RFP} \ \underline{\checkmark}_{Addendum}$ none issued



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Summary for: OAKLAND I	IVINGSTON HUMAN SE	RVICE AGENCY	
The name of the DOMESTI	C NONPROFIT CORPOR	ATION: OAKLAI	ND LIVINGST
The name was changed fro		MMISSION ON EC	
	III. OARLAND COUNTY CO		
Entity type: DOMESTIC NC	NPROFIT CORPORATION		
Identification Number: 800	878830 Old TD Number	951020	
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Date of Incorporation in Mi Purpose:	chigan: 10/19/1964 : 2017 he Resident Agent: SUSAN HARDING 196 CESAR E. CHAVEZ PONTIAC	Most Recent	

P.O. Box or Street Address:

196 CESAR E CHAVEZ

Apt/Suite/Other:

City:

PONTIAC

State: MI

Act Formed Under: 327-1931 Michigan General Corporation Act

The corporation is formed on a Directorship basis.

Written Consent

View Assumed Names for this Business Entil

View filings for this business entity: ALL FILINGS ANNUAL REPORT/ANNUAL STATEMENTS ARTICLES OF INCORPORATION 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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CORPS 2/2



#### 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.
- ALERT There may be a delay in data updates between the Small Business Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.

Entity Dashboard Entity Overview	DUNS: 088746458 CAGE Code: 8A1B4 PONT	SAR E CHAVEZ AVE IAC, MI, 48342-1094 , ED STATES
<ul> <li>Entity Registration</li> </ul>	Entity Overview	
▹ Core Data		
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Reps & Certs		
<ul> <li>POCs</li> </ul>		
<ul> <li>Exclusions</li> </ul>		
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<ul> <li><u>Excluded Family</u></li> <li><u>Members</u></li> </ul>		
RETURN TO SEARCH		

SAM1/2

Entity Registration Summary Name: OAKLAND LIVINGSTON HUMAN SERVICE AGENCY Business Type: Business or Organization Last Updated By: Brad Michaud **Registration Status:** Active Activation Date: 07/25/2018 Expiration Date: 07/25/2019 Exclusion Summary Active Exclusion Records? No



Search RecordsDisclaimersFAPIIS.govData AccessAccessibilityGSA.gov/IAECheck StatusPrivacy PolicyGSA.govAboutUSA.govHelp...

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WWW6

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.

SAMUL

# Michelle McKenzie

From:Michelle McKenzieSent:Thursday, December 13, 2018 1:58 PMTo:Ryan GrisdaleSubject:Please check an agency for compliance

Importance:

High

Ryan,

Please check Oakland Livingston Human Service Agency for income tax compliance.

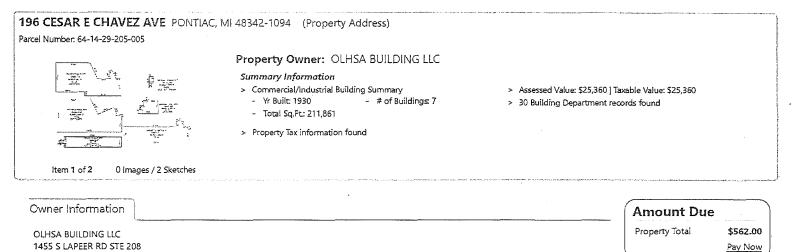
TAX ID# 38 1785665

196 Cesar E Chavez Pontiac, MI 48342

Thank you,

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LAKE ORION, MI 48360-1468

Projects

Project Number	Filed As	Status	Number of Items	
JPF100029	PLAN FILE	In Progress: 5 Item(s) Pending	12	View
1			, D	visplaying items 1 - 1 of 1

Permits

To request an inspection or pay on a record, click View

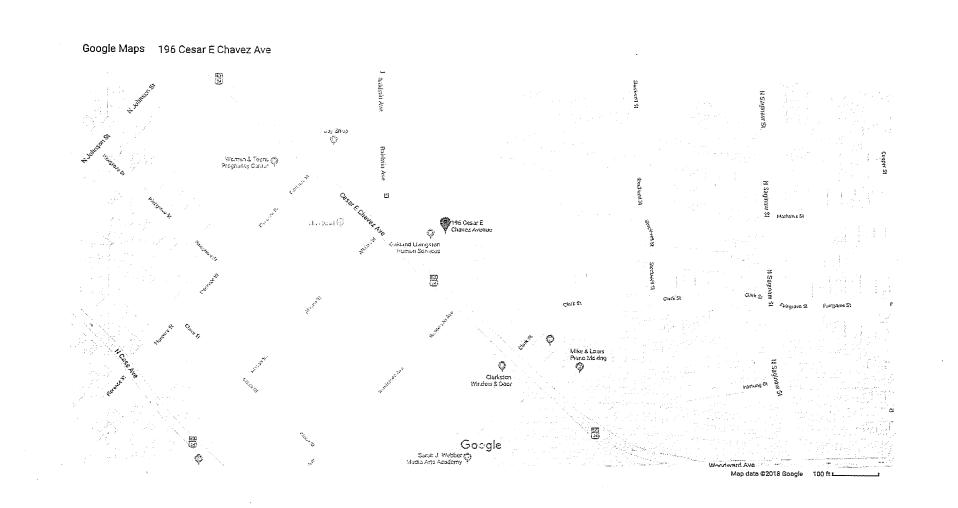
Permit Type	Permît Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Building	PB090759	JPF100029	FINALED	12/11/2009	8/26/2010	\$0.00	<u>View</u>
Building	PB101660		CLOSED	2/12/2010	2/16/2010	\$0.00	View
Building	PB102213		FINALED	10/21/2010	2/8/2012	\$0.00	<u>View</u>
Building	PB130127		CLOSED	4/8/2013	-	\$0.00	<u>View</u>

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Permit Type	Permit Number	Associated Project	Stat	us	Date Issued	Last Ins	pection	Amount Due	
Electrical	PE090597		FIN	ALED	12/21/2009	3/23/2	010	\$0.00	View
Electrical	PE100614		FIN	IALED	2/12/2010	8/19/2	010	\$0.00	<u>View</u>
Electrical	PE100634		FIN	IALED	2/9/2010	7/13/2	010	\$0.00	View
Electrical	PE100665		FIN	IALED	3/26/2010	1/6/20	12	\$0.00	View
Electrical	PE100867		CLC	DSED	11/8/2010	2/13/2	013	\$0.00	View
Fire	PF100028		FIN	IALED	3/31/2010	4/12/2	010	\$0.00	<u>View</u>
(1) 2 3 <u>Apply for a Perm</u> Enforcements To pay on a recor Enforcement Type	rd, click View		forcement Nu	mber	Status	Date Filed	Last Inspection	Displaying items	
Enforcement - Co	mplaint - Misc	÷ E	01553		RESOLVED	4/21/2010	4/22/2010	\$0.00	View
Enforcement - Sto	orm Water Downspout D	isconne E	13869		RESOLVED	10/4/2011	9/25/2012	, \$0.00	View
1							· · · · · · · · · · · · · · · · · · ·	Displaying iter	ns 1 - 2 of 2
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Prontmin



### 196 Cesar E Chavez Ave Pontiac, MI 48342

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#### JPV2+WM Pontiac, Michigan



At this location

Aids Partnership Mi STD testing service 196 Cesar E Chavez Ave # A118

#### MYOI FUND

Human Resource Consulting -196 Cesar E Chavez Ave



196 Cesar E Chavez Ave - Google Maps

https://www.google.com/maps/place/196+Cesar+E+Chavez+Ave,+Pontiac,+MI+4834...

Oakland Livingston Human Services 4.1 (65) Non-Profit Organization -196 Cesar E Chavez Ave Open until 5:00 PM

Olhsa WIC Office 5.0 (1) Hospital - 196 Cesar E Chavez Ave

Pontiac Academy for Excellence -Elementary 3.1 (7) Elementary school - 196 Cesar E Chavez Ave

Pontiac Academy for Excellence -Middle School 2.4 (8) Middle school - 195 Cesar E Chavez Ave

Scott Brazeau Arts organization - 196 Cesar E Chavez Ave

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Senior Citizen Department Senior citizen center - 196 Cesar E Chavez Ave

2/2 May

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

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

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SOLICITATIONS

Address

Phone

Email

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TOOLS REPORTS LEGACY SYSTEM

# Oakland Livingston Human Services Agency

Organization Number County/Region Registration Date Status

631643 Oakland County 07/26/2017 Inactive 196 Cesar E Chavez Pontlac, Michigan, 48343 United States 248-209-2769 dawnr@olhsa.org

	)r		r			·
Org	Working Categories	Contacts	Bids	History	Downloads	Notifications

#### Registration Information

Business Structure	Non-Profit Organization
Business Type	Large
Owner Ethnicity	Not Specified
Number of Employees	251 to 1000
Established Since	1964
NH 6	•

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MITN Britchere group
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# MITN Purchasing Group

 Member Since
 07/26/2017

 Last Update Date
 07/26/2017 03:32 PM EDT

 Membership Level
 Basic

Status I EDT Last Update By

Completed Dawn Rigg

Is your company a registered DBE through the state Yes of Michigan (MDOT)?

BACK TO PRE

MITN

Venture Housing

A Community Act						Enter lerms
We Can Help	Help Us	About OLHSA	Events	Walk for Warmth	Early Chlidhood Programs	Affordable Assistance

Mission Statement, Vision and Values Board of Directors Success Storles

# About OLHSA



The Oakland Livingston Humen Service Agency (OLHSA) was founded in 1964 as a part of President Lyndon B. Johnson's War on Poverty. OLHSA provides dozens of services to assist families and individuals to succeed.

OLHSA is the largest private nonprofit agency delivering human services to Oakland and Livingston Countles. We welcome those in need with a comprehensive set of services, focusing on meeting the basic needs of senior citizens, persons with disabilities, and people suffering from economic hardship, Our broad range of connected services empowered more than 20,000 clients last year to reach or maintain self-sufficiency. Our services address

specific needs in Oaklend and Livingston County communities.

OLHSA staff members strive for excellence, respect others and honor diversity. To accomplish its work, OLHSA partners with other local organizations and belongs to a network of more than 1,000 nonprofit Community Action Agencies doing similar work throughout the country.

# Member of National Community Action Partnership

OLHSA is a part of a national network of Community Action Agencies that has been helping individuals, families and communities for over 50 years, Click here to learn more,

# **OLHSA Outlook Newsletter**

Download our latest newsletter, OLHSA Outlook - Fall 2016 You can also view articles on OLHSA's blog.

## **Annual Report**

Download the 2016 Annual Report here,

#### **Financial Statements**

Audited financial statement for period ended December 31, 2014 OLHSA 990

Help Us

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Survey

Venture 990

We Can Help Oakland Services Livingston Services Complete Services

Advocate Volunteer Customer Service

About OLHSA Mission Statement. Vision and Values Board of Directors Success Stories

Walk for Warmth Past Events Sponsor 2018 Sponsors Sign Up to Walk or Help Walk Locations Blog Photos Fundraising Ideas

Events

#### Early Childhood Programs How to Apply Great Start Readiness Program (GSRP) Head Start Women, Infants & Children (WIC)

Early Head Start Family Resources Oakland County Program Locations

website //

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#### About OLHSA

Mission Statement, Vision and Values

Board of Directors

Success Stories

	GENERAL YARD SERVICES CONTRACT		Oakland	Livin	gston Hu	man Service			
	Bid Opening 12-6-17 @ 2:00 pm			Ager	ncy (OLH	SA)			
Item	Item Description	Quantity	Unit		Price	Amount	Unit	Price	Amount
1	Lawn Mowing, Average Sized Lot	11	EACH .	\$	17.00		EACH		
2	Lawn Mowing, Larger or Corner Lot	1	EACH	\$	34.00		. EACH	<u></u>	
3	Snow Removal, Average Sized Lot, 2"-4"	1	EACH	\$	47.00		EACH		
4	Snow Removal, Average Sized Lot, 4 <sup>ii</sup> -8"	1	EACH	\$	34.00		EACH	н -	
5	Snow Removal, Average Sized Lot, 8" or more	11	EACH	\$	51.00	<sup>,560,000</sup> .00	EACH		
6	Snow Removal, Larger or Corner Lot, 2" - 4"	1	EACH	\$	34.00	0,00	EACH		
7	Snow Removal, Larger or Corner Lot, 4" - 8"	1	EACH	\$	68.00	\$6	EACH		
8	Snow Removal, Larger or Corner Lot, 8" or more	1	EACH	\$ -	102.00		EACH		
9	Yard Clean Up, Average Sized Lot	1	Per Hour	\$	17.00		Per Hour		
10	Yard Clean Up, Larger or Corner Lot	1	Per Hour	\$	17.00		Per Hour		
11	Administration Fee (Not to Exceed 20%, based a \$ 75,000 Contract)	1	LSUM		20.00%	\$ 15,000.00	LSUM		

**BID TOTAL** 

# 75,000.00 \$

Witness: Michelle McKenzie Witness: Alexandria Riley

Opened: Sheila Grandison

\$

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# Matching Supplier List

Created by: Created on: Solicitation: Michelle McKenzie 11/26/2018 02:21 PM EST General Yard Services - CDBG - General Yard Services - CDBG

# Organization Email Email

A1 Utility Contractor, Inc. Org. Number: 562322	2295 Lone Pine Rd. Gaylord, Michigan, 49735	Troy Lyons	troylyons1@netscape.net	989-324-8581
	United States	Troy Lyons	troylyons1@netscape.net	989-324-8581
Advanced Tree Care Service, Inc. Org. Number: 557036	3103 W Thompson Rd #165 Fenton, Michigan, 48430	John Barry	john@atcs.biz	810-208-0554
	United States	John Barry	john@atcs.biz	810-208-0554
Ahem Contracting, Inc. Org. Number: 601625	25875 New Forest Court Chesterfield, Michigan, 48051 United States	James P Ahern	unknown@no-reply.com	8103430403
AIRPORT LIGHTING, EMPLOYEE OWNED,	6320 N State Rd PO Box 210 Luther, Michigan, 49656-0210	DAVID LAWSON	unknown@no-reply.com	517-230-3558
Org. Number: 561922	United States	Kathy Glisson	airportlighting@aol.com	517-230-3558
All State Tree & Lawn, Inc. Org. Number: 557190	4341 Delemere Ct Royal Oak, Michigan, 48073	Perry Stevens	allstatetree@yahoo.com	248-689-5750
	United States	Dana Stevens	alistatetree@yahoo.com	586-883-3414
Alliance Contracting and Design Org. Number: 821281	1201 S. Lincoln St. Bay City, Michigan, 48708 United States	Dan Czuba	dan@alliancecontracting.biz	9894502800
AMERICAN CLEANING, LLC Org. Number: 557040	52844 KARON DR. MACOMB TWP., Michigan, 48042	Brisida T. Bibashani	americancleaningcompanyllc2016@gmail.com	586-855-4086
Org. Number: 557040	United States	Brisida T. Bibashani	budi42@hotmail.com	586-677-9240
American Dream Landscaping Org. Number: 561874	42948 Colorado Drive Clinton Township, Michigan, 48036	Stacy Coates	americandream_lawn@yahoo.com	586-493-9730
	United States	Stacy Coates	americandream_lawn@yahoo.com	586-277-2400
Anderson Paint Store LLC Org. Number: 767437	18429 West 8 Mile RD Detroit, Michigan, 48033 United States	Marcus W Anderson	andersonpslic@aol.com	248 747 6345
Anglin Civil Org. Number: 559183	13000 Newburgh Road Livonia, Michigan, 45150 United States	Nick Wineka	nick@anglincivil.com	8106236482 ext. 8106236482
	Officer Offices	Doug Anglin II	doug2@anglincivil.com	248-866-7789
		Steve Smith	steve.smith@anglincivil.com	248-397-4200
Arbor Green Property Maintenance Org. Number: 912137	8770 Pontiac Trail South Lyon, Michigan, 48178 United States		· · · ·	

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Organization	Address	Contact	Email	Phone
ArcLite Services Org. Number: 567741	205 W. Sheffield Pontiac, Michigan, 48340 United States	Lee Johnson	ddmaintenance@comcast.net	248-408-0831
org. Humon correct		Lee Johnson	ddmaintenance@comcast.net	248-408-0831
ARTISTIC LANDSCAPING Org. Number: 560707	4104 CLIPPERT DEARBORN HEIGHTS, Michigan, 48125	RYAN SMITH	RYAN.SMITH48@YAHOO.COM	313-404-5999
	United States	RYAN SMITH	RYAN.SMITH48@YAHOO.COM	313-404-5999
ASHTONCONTRACTING Org. Number: 558707	30443 INDUSTRIAL RD. LIVONIA, Michigan, 48150	KEN SCICLUNA	angrybearlawncare@yahco.com	734-522-1660
olg. Number: 556707	United States	KEN SCICLUNA-	angrybearlawncare@yahoo.com	734-522-1660
ASW Org. Number: 565415	5175 E. Holly Rd. Holly, Michigan, 48442	Anthony Welton	anthony@aswlawn.com	248-634-3366
	United States	Anthony Welton	anthony@aswlawn.com	248-634-3366
Audia Concrete Construction, Inc.	P.O. Box 72	Ronetta Audia	raudia@audiaconstructioninc.com	248-676-9570
Org. Number: 557441	Milford, Michigan, 48381 United States	Ronetta Audia	raudia@audiaconstructioninc.com	248-676-9570
Austin Morgan Companies, LLC Org. Number: 556184	PO Box 1159 Flint, Michigan, 48501 United States	Christie Rasins	Info@austinmorgan.com	810-407-7495
		Christie Rasins	unknown@no-reply.com .	810-407-7495
		Randy Rasins	Randy@austinmorgan.com	810-407-7495
AVC Services II Inc. Org. Number: 878078	25600 Henry B. Joy Boulevard Harrison Township, Michigan, 48045 United States	Antonio Cardillo	avcservices@outlook.com	2486485899
B & B Landscaping	5392 Plesant Hill Dr. Fenton, Michigan, 48430 United States	Kathy Anton	bblandscaping1@yahoo.com	810-632-6061
Org. Number: 556649		Kathy Anton	unknown@no-reply_com	810-632-6061
		Robert Anton	unknown@no-reply.com	810-632-6061
B & J Parking Lot Maintenance, Inc.	12207 Inkster Rd.	Susan Romas	bandjsweep@gmail.com	734-941-7570
Org. Number: 556165	Taylor, Michigan, 48180 United States	Susan Romas	unknown@no-reply.com	734-941-7570
Backer Landscaping, Inc.	15251 12 Mile Road	Carl Melchior	cmelchior@backerlandscaping.com	586-774-0090
Org. Number: 557011	Roseville, Michigan, 48066 United States	Carl Melchior	cmelchior@backerlandscaping.com	586-774-0090
BETTER PROPERTY MAINTENANCE Org. Number: 838188	233231 INDUSTRIAL PARK DR STE. A FARMINGTON HILLS, Michigan, 48335 United States	JONATHAN L MORAY	ACKER2306@MSN.COM	248-521-6111
Beverly's Janitorial & Maid Services, Inc.	22458 Greenview Road	Albert Moody, Jr.	bvmood@att.net	248-557-1278
Org, Number: 558597	Southfield, Michigan, 48075 United States	Albert Moody Jr.	bvmood@att.net	248-557-1278
Bossman Construction CO LLC	6327 W Coldwater Rd	Matt Goss	unknown@no-reply.com	810-867-4935 ext. 107
Org. Number: 561376	Flushing, Michigan, 48433 United States	Matt Goss	unknown@no-reply.com	810-867-4935

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Organization	Address	Contact	Email .	Phone
Branch Tree Service, Inc. Org. Number: 557020	24195 Mound Rd. Warren, Michigan, 48091	George R. Lee	griee@branchtree.com	586-756-7737
	United States	George R Lee	grlee@branchtree.com	586-756-7737
·		George R Lee	grlee@branchtree.com	586-756-7737
Brantley Development Org. Number: 559899	30235 Marshall Court	Stanley Brantley	Brantley_Development@yahoo.com	810-610-0427
Old: Winner: 222023	Westland, Michigan, 48186 United States	Stanley Brantley	Brantley_Development@yahoo.com	810-610-0427
Breen's Landscape & Supply Center Org. Number: 556891	4495 Highland Rd	Robert Breen	rob@breenslandscape.com	248-674-1127
Org. Number: 556891	Waterford, Michigan, 48328 United States	Robert Breen	rob@breenslandscape.com	248-674-1127
Brien's Services, Inc.	815 N. Union	Brien Worrell	brien@briensservices.com	248-685-7276
Org. Number. 558465	Milford, Michigan, 48381 United States	Brien Worrell	brien@briensservices.com	248-685-7276
Bright Horizon Services Inc	Po box 48	Ron Harms	Brighthorizonservices@yzhoo.com	586-260-5218
Org. Number: 560739	Eastpointe, Michigan, 48021 United States	Ron Harms	Brighthorizonservices@yzhoo.com	586-260-5218
BrightView Org. Number: 567747	5100 Dewitt Canton, Michigan, 48188 United States	Mark Beitler	mark.beitler@Brightview.com	248-660-6086 ext. 248
		Mark Beitler	mark.beitler@Brightview.com	248-660-6086 ext. 248
BrightView Landscapes LLC Org. Number: 621393	5100 Dewitt Canton, Michigan, 48188 United States	Mark S Beitler	mark.beitler@brightview.com	734-274-0746
Brooks Striping, Inc.	P O Box 4270	Scott Brooks	st-brooks@comcast.net	248-763-3100
Org. Number: 560140	Center Line, Michigan, 48015 United States	Scott Brooks	st-brooks@comcast.net	248-763-3100
Brooks Tree Service & Forest Products Inc.	Po Box 619	Joseph Brooks	bacrosley@aol.com	231-313-9929
Org. Number: 563488	Kingsley, Michigan, 49649 United States	Joseph Brooks	bacrosley@aol.com	231-313-9929
Brown Drilling Co., Inc.	7215 E. Highland Road	Gary L Sunderland	gary@browndrillingco.com	517-546-0600
Org. Number. 954436	Howell, Michigan, 48843 United States			
C And W Associates, Inc.	2727 Second Avenue, Suite 122	Margaret Watson	info@sparklejani.com	313-831-1535
Org. Number: 560552	Detroit, Michigan, 48201 United States	llene Robinson	llene.robinson@sparklejani.com	313-831-1535
		Margaret L. Watson	watsonlorettam@SparkleJani.com	313-831-1535
C-Mark Services, Inc	PO Box 365	Donald Trivett	cmarkservices@hotmail.com	586-758-0722
Org. Number: 558721	Troy, Michigan, 48099 United States	Donald Trivett	cmarkservices@hotmail.com	586-758-0722
Canopy Landscapes	P.O. Box 131174	Vern Moore	vern@canopylandscapes.com	734-677-7033 '
Ora, Number, 561904	Ann Arbor, Michigan, 48113 United States			

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Organization	Address	Contact	Email	Phone
		Vern Moore	vern@canopylandscapes.com	734-677-7033
arleton Equipment Company rg. Number: 560068	31231 Schoolcraft Road Livonia, Michigan, 48150	Ryan Wurtzel	ryan@carletonequipment.com	734-421-9999
	United States	Ryan Wurtzel	ryan@carletonequipment.com	734-421-9999
		T.R. Cagney	tr@carletonequipment.com	269-207-5072
Chippewa Asphalt Paving Org. Number: 880290	PO Box 515 Clio, Michigan, 48420 United States	Josh Ayotte	Josh@chippewaasphalt.com	810-238-2660
Choice Property Services Org. Number: 568111	P.O. Box 930568 Wixom, Michigan, 48393	Richard Harris	harrisproppres@gmail.com	313-570-5105 ext.:313
Org. Number, Soor In	United States	Richard Harris	unknown@no-reply.com	313-570-5105 ext. 313
Clean All LLC Org. Number: 1073886	4222 E MC NICHOLS Detroit, Michigan, 48212 United States	Sunny Tharp	sunny@cleanall.net	313-731-7680
Commercial Grounds Services LLC Org. Number: 562445	PO Box 39854 Redford, Michigan, 48239	Linda Levesque	commercialgrounds@yahoo.com	313-316-6084 - <sub>11</sub>
Org: Number: 362445	United States	Linda Levesque	unknown@no-reply.com	313-316-6084
Cooper Lawnscape, Inc. Org. Number: 565612	P.O. Box 26152 Fraser, Michigan, 48093 United States	Chad Cooper	Cooperiawns@comcast_net	586-329-9925
		Chad Cooper	Cooperlawns@comcast_net	586-329-9925
Curbco, Inc. Org. Number: 556555	PO Box 70 Swartz Creek, Michigan, 48473	Kirk Cowley	k.cowley@curbco2121.com	810-232-2121 ext. 206
Cig. Number, 338333	United States	David Wurtz	d.wurtz@curbco2121.com	810-232-2121
		Kirk Cowley	unknown@no-reply.com	810-232-2121
Custom Lawn Care Org. Number: 769518	5289 N Genesee Rd Flint, Michigan, 48506 United States	Elizabeth Sabin	beth@spraymylawn.com	8107363214
D. Macro Confractors, Inc. Org. Number: 945342	5005 E. 14 Mile Rd. Sterling Heights, Michigan, 48310 United States	Michele Bruley	Dmacro@dmacrocontractors.com	5862071732
D.M. Burr Facilities Management, Inc.	4252 Holiday Drive	Hanna Moncrieff	Hannamoncrieff@dmburr.com	810-233-9114 ext. 215
Org. Number: 559298 Flint, Michigan, United States	Flint, Michigan, 48507 United States	John Allen	johnallen@dmbur.com	810-233-9114 ext. 206
Dalco Services LLC	59187 North Ave.	Zack Williams	zwilliams@dalcoserviceslic.com	586-876-4326
Org. Number: 563508	Ray, Michigan, 48096 United States	Zack Williams	zwilliams@dalcoserviceslic.com	586-876-4326
Davey Tree - South Detroit Org. Number: 629913	8250 Ronda Dr Canton, Michigan, 48187 United States	Bob Paris	robert.paris@davey.com	7344598690

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Organization	Address	Contact	Email	Phone
DiMambro Construction Org. Number: 1046540	1000 John R. Suite 102 Utica, Michigan, 48083 United States	Alesandro DiMambro	atmdimambroalex@gmail.com	5864050715
District Landscapes Org. Number: 568247	41000 Woodward E. Bldg Ste 350 Bloomfield Hills, Michigan, 48304	Chris Stefanopoulos	bids@districtlandscapes.com	248-936-0066
	United States	Chris Stefanopoulos	unknown@no-reply.com	248-936-0066
		Fiona Brooks	fiona@districtlandscapes.com	248-936-0066
Earth Environments LLC Org. Number: 565143	121 South Main Street. Romeo, Michigan, 48065	Jason Amott	earthenvironments@gmail.com	586-336-1772
O'g. Number: 555145	United States	Jason Amott	earthenvironments@gmail.com	586-336-1772
Econocut, Inc.	PO Box 806145	Jeff Johnson	jeff@econocut.net	586-212-4884
Org. Number: 560389	St. Clair Shores, Michigan, 48080 United States	Gayle Johnson	gjusa222@yahoo.com	734-282-4567
		Jeff Johnson	jeff@econocut_net	586-212-4884
ED'S TWO MEN & A MOWER LAWN SERVICE	po box 132	Edward Jackson	eds2menandamower@yahoo.com	586-329-5226
LLC. Org. Number: 561907	eastpointe, Michigan, 48021 7 United States	Edward Jackson	eds2menandamower@yahoo.com	586-329-5226
legant Lawn Care LLC	19821 Elizabeth street	Michael Dewandeler	elegantlawncarellc@yahoo.com	586-822-2000
Org. Number: 566836	Saint Clair Shores, Michigan, 48080 United States	Michael Dewandeler	elegantlawncarellc@yahoo.com	586-822-2000
Ellsworth Industries	P.O. Box 5366	Chad Monteith	cmonteith519@comcast.net	313-218-4790
Org. Number: 556415	Plymouth, Michigan, 48170 United States	Chad Monteith	cmonteith519@comcast.net	313-218-4790
Emerald Lawn and Landscaping Org. Number: 1077113	3364 associates dr Burton, Michigan, 48529 United States	Garrett Smith	gssmichigan@gmail.com	8104106332
Energy Group, Inc. Org. Number: 557579	8837 Lyndon St Detroit, Michigan, 48238 United States	Matt Donnellon	mdonnellon@energygroupusa.com	313-491-8411 ext. 1001
		Matt Donnellon	mdonnellon@energygroupusa.com	313-491-8411
English D Construction LLC Org. Number: 833801	15872 Humphrey Street Southgate, Michigan, 48195 United States	LeeAnn Flynn	EnglishDEstimates@gmail.com	7345585620
Environmental Services of North America (ESNA) Org. Number: 989450	PO Box 617 Farmington, Michigan, 48332 United States	Brian Hutchison	bhutchison@esnainc.com	734-441-3133
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Organization	Address	Contact	Email	Phone
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	United States	William Pritula	pritula_sons@yahoo.com	313-300-0734
Pro-Soil Site Services, Inc. Org. Number: 795307	3323 N East Street Lansing, Michigan, 48906 United States	Darren Tews	darren.tews@prosoil.us	5172678767

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Organization	Address	Contact	Email	Phone
Progressive Irrigation, Inc. Org. Number: 558579	4280 Matthew Lane White Lake, Michigan, 48383	Jim Simpkins	progressiveirrigation@yahoo.com	248-889-9067
	United States	Jim Simpkins	progressiveirrigation@yahoo.com progressiveirrigation@yahoo.com sales@prosenvironmental.com unknown@no-reply.com rayjen513@yahoo.com rayjen513@yahoo.com rayjen513@yahoo.com richelle@r-mpropertyservices.com misty@r-mpropertyservices.com richelle@r-mpropertyservices.com ron.howe@uslawns.net ron.howe@uslawns.net con.howe@uslawns.net estimating.reliablelandscaping@gmail.com estimating.reliablelandscaping@gmail.com reliablelandscaping@gmail.com allison@rentagardenerllc.com	248-889-9067
PROS Services, Inc. Org. Number: 556446	P. O. Box 610548 Port Huron, Michigan, 48061	Sales Department	sales@prosenvironmental.com	7346348643
	United States	Joe Migliaccio	sales@prosenvironmental.com         unknown@no-reply.com         rayjen513@yahoo.com         rayjen513@yahoo.com         rayjen513@yahoo.com         rayjen513@yahoo.com         richelle@r-mpropertyservices.com         misty@r-mpropertyservices.com         richelle@r-mpropertyservices.com         ron.howe@uslawns.net         ron.howe@uslawns.net         estimating.reliablelandscaping@gmail.com         reliablelandscaping@gmail.com         allison@rentagardenerllc.com         allison@rentagardenerllc.com         FARHA@RNAFACILITIESMANAGEMENT.CO         M         rec@rolarinc.com	810-982-7271
R&J Maintenance Org. Number: 560036	1038 Sarena Waterford, Michigan, 48327 United States	Raymond Heidloff	rayjen513@yahoo.com	248-738-3812
org. rumber: 000000		Jennifer Heidloff	rayjen513@yahoo.com	248-738-3812
		Raymond Heidloff	rayjen513@yahoo.com	248-738-3812
R&M Property Services, LLC. Org. Number: 563332	P.O. Box 669 Dearborn Heights, Michigan, 48127	Richelle Motley Geiger	richelle@r-mpropertyservices.com	734-595-3884
	United States	Misty Mills	misty@r-mpropertyservices.com	7345953886
		Richelle Motley Geiger	richelle@r-mpropertyservices.com	734-595-3884
R.F.C. L.L.C. Drg. Number: 559494	15040 DUMAY	Ron Howe	ron.howe@uslawns.net	734-285-3444
Jig. Number, 559494	SOUTHGATE, Michigan, 48195 United States	Ron Howe	ron.howe@uslawns.net	734-285-3444
Reliable Landscaping, Inc. Org. Number: 558085	8285 Lilley Rd. Canton, Michigan, 48187 United States	Tom Gaines	estimating.reliablelandscaping@gmail.com	734-455-3220
JIG Number 556065		Randy Czajka	estimating.reliablelandscaping@gmail.com	734-455-3220
		Tom Gaines	reliablelandscaping@msn.com	734-455-3220
Rent a Gardener LLC Org. Number: 568304	8960 E 34 (Boon) Rd Bldg B Cadillac, Michigan, 49601	Allison Jackson	allison@rentagardenerIIc.com	231-876-9199
Org. Number: 300304	United States	Allison Jackson	allison@rentagardenerllc.com	231-876-9199 ext. 231
RNA FACILITIES MANAGEMENT Org. Number: 732130	717 WEST ELLSWORTH ROAD ANN ARBOR, Michigan, 48108 United States	MUFID FARHA	FARHA@RNAFACILITIESMANAGEMENT.CO	8777627511
Rolar Property Services Inc.	33333 Dequindre Rd. Suite B Troy, Michigan, 48083 United States	Robert Ciepielowski	rec@rolarinc.com	248-589-1800 ext. 204
Drg. Number: 556553		David Lawrason	dlawrason@rolarinc.com	248-589-1800 ext. 211
		robert e ciepielowski	rec@rolarinc.com	248-589-1800
S.J. Landscaping inc.	17403 Winthrop Detroit, Michigan, 48235 United States	Steve Miskey	lionslawnboy@yahoo.com	313-836-4307
Org. Number: 559323		Steve Miskey	lionslawnboy@yahoo.com	313-836-4307
Salzburg Landscape Supplies Org. Number: 854698	2610 Salzburg Road Freeland, Michigan, 48623 United States	Daniel Le Tourneau	daneau85@yahoo.com	9894962335
Schafer Construction, Inc Org. Number: 709471	150 N First Street, Sulte 100 Brighton, Michigan, 48116 United States	Matt Vetter	mvetter@schaferconstruction.net	2487670512

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Organization	Address	Contact	era Email	Phone
Serene Surroundings Inc. Org. Number: 568204	350 S. Mill Plymouth, Michigan, 48170 United States	Paul Opdyke	paul@serenesurroundings.com	734-416-9062
		Paul Opdyke	paul@serenesurroundings.com	734-416-9062
Shepherd's Landscape and Tree Service Drg. Number: 556988	29705 Linden Farmington Hills, Michigan, 48336 United States	Carl Molitor	info@Shepherds-Land.com	248-356-7000
Jig. Number: 000900		Carl Molitor	unknown@no-reply.com	248-356-7000
SHERMAN NURSERY FARMS Org. Number: 556834	2200 MAYER ROAD COLUMBUS, Michigan, 48063 United States	SCOTT SHERMAN	scotts@shermannurseryfarms.com	810-329-9466
		SCOTT SHERMAN	scotts@shermannurseryfarms.com	810-329-9466
Sinacola International, Ltd. Drg. Number: 774359	511 Olde Towne - P.O. Box 80734 Rochester, Michigan, 48308 United States	David A SInacola	dsinacola8@gmail.com	2483183855
Smith Lawnscapes, LLC	504 E. Steel St. St. Johns, Michigan, 48879 United States	Bonnie Hettler	mail@smithlawnscapes.com	989-224-9211
Drg. Number: 562504		Karla Gurski	mail@smithlawnscapes.com	989-224-9211
		Mark Smith	mark@smithlawnscapes.com	989-224-9211
SNOWDOZERS Org. Number: 562792	4759 BIRNBAUM DRIVE BAY CITY, Michigan, 48706 United States	CHAD WEISS	jjlang4@yahoo.com	989-415-4412
		CHAD WEISS	CMWEISS@SVSU.EDU	989-415-4412
Sodmasters Inc. Org. Number: 564402	P.O. Box 510627 Livonia, Michigan, 48154 United States	James Pyda	info_sodmasters@yahoo.com	734-464-8440
		James Pyda	info_sodmasters@yahoo.com	734-464-8440
Specialized Land Services Drg. Number: 881451	PO Box 1533 Bay City, Michigan, 48706 United States	Enc Heinz	eric@sisilc.info	989-245-5435
Stonewall Enterprises LLC Drg. Number: 562206	24361 Greenfield Rd. #304	Marcus Carr	stonewallentlic@yahoo.com	248-996-9554
org. Number: 562206	Southfield, Michigan, 48075 United States	Marcus Carr	stonewallentlic@yahoo.com	248-996-9554
uburban landscape management inc. Drg. Number: 777223	6900 Greeley St. utica, Michigan, 48317 United States	SALVATORE J MAZZOLA	suburbanscape@sbcglobal.net	5867268873
Summit Landscape & Garden Center Org. Number: 840229	3440 Weatherwax Dr. Jackson, Michigan, 49203 United States	Courtney Bailey	summitgardencenter@gmail.com	5177833355
Superior Lawn Care LLC Org. Number: 566920	4197 Carpenter Road Ypsilanti, Michigan, 48197 United States	Muayad Kasham	kimberly@a2superiorlawn.com	734-545-6466
		Muayad Kasham	kimberly@a2superiorlawn.com	734-545-6466
Superior Scape, Inc.	51989 Schoenherr Shelby Township, Michigan, 48315 United States	Terry Newman	tnewman@superiorscape.com	586-739-9630
Org. Number: 560354		James Babcock	jbabcock@superiorscape.com	586-739-9630
		Terry Newman	unknown@no-reply.com	586-739-9630

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Organization	Address	Contact	Email	Phone
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
org. Number. 337230		Alfred Provenzano	sstritzinger@supremeheating.com	313-885-2400
T-N-T Tree Service Inc. Org. Number: 559493	19836 Savage Rd. Belleville, Michigan, 48111 United States	Thomas Laurell	unknown@no-repły.com	734-753-5800
Sig. Number. 338483		Thomas Laurell	unknown@no-reply.com	734-753-5800
IDE Group USA Inc. Drg. Number: 563462	24620 Wést 9 Mile Southfield, Michigan, 48033 United States Eduardo Conte	Eduardo Conte	Econte@tdegroup.com	519-980-0853
Jig. Number: 303-402		Eduardo Conte	Econte@tdegroup.com	519-980-0853
Feddy's lawn and landscape Drg. Number: 559885	12725 Levan Road Livonia, Michigan, 48150 United States	Brent Teddy	estimating@teddyslandscape.com	734-525-6945
,		Brent Teddy	brent@teddyslandscape.com	734-525-6945
		Collin Tidey	ctidey@teddyslandscape.com	734-525-6945
The 53rd Group LLC	1580 Woodcreek Ann Abor, Michigan, 48104 United States	Rami Al-Zoubi	alzoubi@aicbs.com	734-845-6272
g: Number: 564282		Rami Al-Zoubi	alzoubi@aicbs.com	734-845-6272
THE DIAMOND FIRM Drg. Number: 608295	19115 WEST EIGHT MILE RD DETROIT, Michigan, 48219 United States	CAROLYN ANDERSON	CTAYLOR@THEDIAMONDFIRM.NET	3132466500
The Diamond Firm Inc. Drg. Number: 836297	19115 W EIGHT MILE RD DETROIT, Michigan, 48219 United States	Carrolyri Anderson	jtaylor@thediamondfirm.net	2489053442
The Maintenance Guy, Inc.	23225 Oakwood	Cardi DeMonaco	cardi@themaintenanceguy.org	586-744-3864
Drg. Number: 563307	Eastpointe, Michigan, 48021 United States	Cardi DeMonaco	brent@teddyslandscape.com ctidey@teddyslandscape.com alzoubi@aicbs.com CTAYLOR@THEDIAMONDFIRM.NET jtaylor@thediamondfirm.net	586-744-3864
Thoms Bros. Landscaping, Inc.	P.O. Box 65	Steven Thoms	steventhoms@thomsbros.com	866-663-7052
Drg. Number: 559097	Romeo, Michigan, 48065 United States	Steven Thoms	steventhoms@thomsbros.com	866-663-7052
Timberland Inc.	PO Box 486	Jon Moore	timberlandcrew@gmail.com	248-867-4208
Drg. Number: 566208	Walled, Michigan, 48390 United States	Jon Moore	unknown@no-reply.com	248-867-4208
Commy's Lawn Service, Landscaping &	5816 River Rd. East China, Michigan, 48054 United States	Tommy Domoff	tommyslawnservicellc@yahoo.com	810-650-6304
Snowplowing Org. Number: 564030		Tommy Domoff	tommyslawnservicellc@yahoo.com	810-650-6304
Tooles Contracting Group LLC Drg. Number: 559818	535 Griswold, Suite 2550 Detroit, Michigan, 48226 United States	Tooles Contracting	estimating@toolesgroup.com	313-221-8500
Total lawn care	12430 farrand rd Otter lake, Michigan, 48464 United States	Ted Parsons	TLCTOTALLAWNCARE@yahoo.com	810-701-7464
Org. Number: 567880		Téd Parsons	unknown@no-reply.com	810-701-7464
Trees & Co.	28 N.Saginaw suite 501	Hector Javier Martinez	quebudin@mac.com	248-730-0166

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Organization	Address	Contact	Email	Phone
Org. Number: 565448	Pontiac, Michigan, 48342	Hector Javier Martinez	quebudin@mac.com	248-730-0166
Tri County Equipment Org. Number: 558512	989 West Sanilac Rd. Sandusky, Michigan, 48471 United States	Scott Wadsworth	scottwadsworth@tricountyequipment.net	810-648-2404 ext. 110
		JEFF WIGGINS	JEFFWIGGINS@TRICOUNTYEQUIPMENTINE	810-664-7301
		Scott Wadsworth	scottwadsworth@tricountyequipment.net	810-648-2404
Tri-Valley Construction, LLC. Org. Number: 562775	7767 Gratiot Road Saginaw, Michigan, 48609 United States	David Gilbert	trivalleyconstructionllc@gmail.com	989-781-2900
		David Gilbert	trivalleyconstructionllc@gmail.com	989-781-2900
Turfgrass Systems, LLC Org. Number. 556854	26276 Farmington Road Farmington Hills, Michigan, 48334 United States	William Wright	TurfgrassLLC@aol.com	248-478-9554
		William Wright	TurfgrassLLC@aol.com	248-478-9554
ULTIMATE LAWN SERVICE LLC. Org. Number: 559343	32727 GREENWOOD DR. CHESTERFIELD, Michigan, 48047 United States	ANGELA SHEKER	ULTIMATELAWNSERVICE@YAHOO.COM	586-716-9559
		john Sheker	ultimatelawnservice@yahoo.com	586-630-6552
Ultra Professional Outdoor Services Org. Number: 558771	2431 Pontiac Road Auburn Hills, Michigan, 48326 United States	Dan DelFoss	ultra@ultraposlic.com	248-373-3669
Org. Number: 556771		Dan DelFoss	unknown@no-reply.com	248-373-3669
Unique Clips Org. Number: 561387	13848 Bernice Warren, Michigan, 48089 United States	Jim Sape	uniqueclips@gmail.com	586-863-8649
Olg. Number: 561367		Jim Sape	unknown@no-reply.com	586-863-8649
Unique Maintenance & Services, LLC Org. Number: 560584	6275 Tower Road Plymouth, Michigan, 48170 United States	Catherine Cichon	uniquellc@aol.com	734-389-2400
		Catherine Cichon	uniquellc@aol.com	734-389-2400
United Lawnscape Org. Number: 628170	62170 Van Dyke Washington, Michigan, 48094 United States	Steve Young	stevey@unitedlawnscape.com	586-752-5000
Universal Property Services Org - Number: 566374	1202 Expressway Drive Toledo, Ohio, 43608, United States	Ray Justice	ray@perfectsweep.com	419-467-6796
		Ray Justice	ray@perfectsweep.com	419-467-6796
Vashco Lawn Care LLC	16609 22 Mile Road Macomb, Michigan, 48044 United States	Joe VanAssche III	vashco@sbcglobal.net	586-263-4220
Org. Number: 560904		Joe VanAssche	vashco@sbcgiobal.net	586-263-4220
Village Green	1616 tech dr. bay city, Michigan, 48706 United States	robert walsh	vgreen2222@aol.com	989-667-0023
Org. Number: 557395		robert walsh	vgreen2222@aol.com	989-667-0023
Wards Excavating Org. Number: 838406	PO Box St. Louis, Michigan, 48880 United States	Ed A Ward	wardsexcavating@ispmgt.com	517-719-4323
WCI Contractors, Inc.	20210 Conner	Thomas Maliszewski	wcicontractors@msn.com	313-368-2100

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#### Matching Supplier List: General Yard Services - CDBG - General Yard Services - CDBG

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Organization	Address	T, Contact	Email	Phone
Org. Number: 556585	Detroit, Michigan, 48234	Thomas Maliszewski	unknown@no-reply.com	313-368-2100
Weed Eraser, Inc Org. Number: 561671	10040 Cherokee Taylor, Michigan, 48180	Robin Dame	robin@weederaser.com	313-292-7335
org. Number: 561071	United States	Daniel Greene	danny@weederaser.com	313-292-7335
		Glenwood (Pat) Leigh	weederaser@yahoo.com	313-292-7336
		Robin Dame	robin@weederaser.com	313-292-7335
		Thomas Zabinski	tom@weederaser.com	313-292-7335
WH Canon, Inc. Org. Number: 557043	36700 Northline Road Romulus, Michigan, 48174	Brian McDonald	bmcdonald@whcanon.com	734-941-3900 ext. 237
Olg. Number, 557043	United States	Edward Ashcraft	eashcraft@whcanon.com	734-941-3900
		Kim Ennett	kennett@whcanon.com	734-941-3900
Wildtype	900 N. Every Rd.	Bill Schneider	wildtypeplants@gmail.com	517-244-1140
Org. Number: 557583	Mason, Michigan, 48854 United States	Bill Schneider	wildtypeplants@gmail.com	517-244-1140
Wonsey Tree Service, Inc. Org. Number: 557657	PO BOX 1142 Alma, Michigan, 48801 United States	ronnie wonsey	wonseyts@icloud.com	989-681-3014
		ronnie wonsey	wonseytreeservice@hotmail.com	989-681-3014
World Class Landscaping & Contracting Inc.	P.O. Box 531 Carleton, Michigan, 48117 United States	Chuck Collert	worldclass4520@yahoo.com	734-654-4520
Org. Number: 559771		Chuck Collert	worldclass4520@yahoo.com	734-654-4520
Xpert Lawn Care & Snow Removal	2900 Coolidge Hwy	Corey Bambrough	xpertlandscaping@yahoo.com	248-721-0794
Org. Number: 565184	Berkley, Michigan, 48072 United States	Corey Bambrough	xpertlandscaping@yahoo.com	248-721-0794
Yardmaster, inc. Org. Number: 557353	1789 Rock Road Walled Lake, Michigan, 48390 United States	Allen Quille	unknown@no-reply.com	410-370-5479
Yecart Accounting Services, LLC	18657 George Washington Southfield, Michigan, 48075 United States	Tracey Ellis	Traceye@yecartservices.com	313-310-8810
Org. Number: 561375		Ramon Morgan	morgrl@sbcglobal.net	313-715-6156
		Tracey Ellis	Traceye@yecartservices.com	313-310-8810
Yukon Construction Org. Number: 954949	1341 S Range Rd St Clair, Michigan, 48079 United States	Jennifer LaDuke	jladuke@yukoncs.com	8108417397
Zuniga Cement Construction Inc.	22500 Ryan Rd	Tomas Zuniga	zunigacement@aol.com	586-754-5900
Org. Number: 557436	Warren, Michigan, 48091 United States	Tomas Zuniga	unknown@no-reply.com	586-772-5400

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## REQUEST TO SUBMIT BIDS FOR GENERAL – YARD SERVICES FOR THE CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing as needed General – Yard Services for Senior Citizens in the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1<sup>st</sup> Floor, Pontiac, MI 48342 plainly marked with "General – Yard Services" until 2:00 p.m. EDT, Thursday, December 06, 2018, at which time they will be publicly opened. It is the offeror's sole responsibility to ensure that their bid is physically deposited to the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the offeror. (NOTE: Electronic or faxed submissions will not be accepted)

Bids, including all City-provided forms that shall be completed, and signed as indicated herein, are to be submitted in a sealed envelope plainly marked with the Bids title. Two (2) complete <u>copies/sets</u> of the bid shall be submitted. An original copy so marked, shall be signed with the firm's name and bear its corporate seal or logo and the hand written signature of an officer or employee having authority to bind the company to a contract by his or her signature.

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the bid which it believes to be in the best interest of the City.

All prospective bidders need to send an e-mail response with to <u>MMcKenzie@pontiac.mi.us</u> with the following information Firm name, Project Name, Contact Person, Telephone Number and E-Mail Address.

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to <u>Michelle</u> <u>McKenzie</u> and be received <u>no later than</u> five working days prior to the scheduled opening (these may be hand-delivered, mailed, or faxed to (248) 758-3197 or emailed to

<u>MMcKenzie@pontiac.mi.us</u>). A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office. Any addendums issued will be located on the Pontiac's website

<u>http://www.pontiac.mi.us/departments/finance/purchasing.php.</u> Its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2<sup>nd</sup> Floor, Pontiac, MI 48342.

General Yard Services

The selected firm shall agree to indemnify, defend, and hold harmless the City of Pontiac, its officers, agents, and employees from and against all claims, losses, costs or damages caused by his acts or those of his agents, or anyone for whom he may be responsible. The City disclaims any responsibility for injury to proposers, their agents, or to others while examining the work site or at any other time.

With regard to General – Yard Services, the successful proposer shall agree to indemnify and hold the City harmless from any and all claims whatsoever arising out of, or occurring during, the performance of the services and occasioned directly or indirectly by its error or omission, negligence, or fault.

Prior to the City's entering into a contract, the successful proposer shall produce evidence satisfactory to the City of insurance coverage in types and amounts defined in Appendix D, and naming the City of Pontiac, Michigan as an additional insured thereon.

All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

This is a Federally Funded project. The contractor and subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer. Businesses owned by women or minorities are strongly encouraged to bid.

#### BIDS DUE: Thursday, December 06, 2018 at 2:00 PM EDT NUMBER OF COPIES TO SUBMIT: TWO (2), one original and one copy

#### I. PURPOSE

The purpose is to procure and hire a vendor through a request for proposal process to provide General Yard Services including program administration, snow removal, lawn mowing and yard cleanup for Senior Citizens.

The intention of the City is to award the contract for this job to <u>the most gualified applicant</u> whose skill set, past work history, and cost are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful respondent will demonstrate five (5) years of experience in "General Yard Services".

The successful bidder shall be required to supply the necessary labor, supervision, tools & supplies, equipment and insurance. The qualified contractor and subcontractors shall have proper credentials, certifications and licenses required by the City, County, State, and Federal Government to perform the General Yard Services.

#### II. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide General Yard Service activities ensuring the City of Pontiac Federal Programs can offer snow removal, yard cleanup and lawn mowing for lowincome City of Pontiac Senior Citizens. Due to the nature of this program, the number of Senior Citizens may change throughout the term of the contract. All work to be done on an as-needed basis with no guarantee of any certain quantity. The successful contractor will be provided a separate participant/job list for each service from the City.

#### III. SCOPE OF WORK:

The following technical specifications and scope of work shall apply to each activity.

#### **Technical Specifications:**

Contractor shall leave at each site written notice informing each resident that snow/lawn/cleanup services have been provided. Notice will include resident's address, date and time that services were performed and the name of the contractor.

A daily service log must be kept showing the street name, address, size/rate and description of completed work. This log must be submitted with the corresponding request for payment.

Contractor shall be responsible for operating all equipment in a safe and prudent manner to prevent any injury or damages to persons or property. All vehicles must be compliant with State and County Motor Vehicle laws.

Any license or permits that may be required to perform any of the work or provide any equipment anticipated by this Request for Proposals shall be obtained by, maintained by and at the expense of the Contractor.

The Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated areas damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any fences, signs, poles, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the contract.

#### Administrative Service:

The City of Pontiac requires yard services be provided to Pontiac Senior Citizens through Community Development Block Grant (CDBG) funding. The administration fee will include the following:

Certification of eligibility of clients requesting services using HUD-CDBG approved eligibility certification forms and getting copies of proof of age. Clients must meet age and current HUD-CDBG Section 8 income requirement standards of very low income by self-declaration.

Payment requests including required supporting documentation will be submitted on a quarterly basis, including the street address of all clients served.

The contract shall be effective for 18 months from the beginning or when funding has been expended, whichever comes first.

Receive and maintain records pertaining to the monies received in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the Count of Oakland, the US Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any other of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds ad this agreement for the purpose of audit or examination.

Provide management and personnel to adequately perform the services prescribed by this agreement. The Service Agency will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Be solely responsible for any and all taxes (federal, state and /or local); worker's compensation insurance; disability payments' social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Service Agency or any employee thereof; and shall hold the Municipality harmless from any and all such payments.

Contractors are requested to indicate the names of organizations where they have been providing the same type of lawn service and/or snow removal service in the past.

Insurance Requirements: See Appendix D

Measurement and Payment

The completed work as measured for Administration will be paid for at the contract unit prices. For the following contract items (pay items).

Item Desci	ription
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Unit

Administration Fee (Not to exceed 20%, based on a \$75,000 Contract)

LUMP SUM/PERCENT

#### Snow Removal Station:

The City of Pontiac requires snow removal services be provided to Pontiac Senior Citizens through Community Development Block Grant (CDBG) funding. Snow removal may be by shovel or snow blower. Caution must be demonstrated in the blowing or piling of snow on neighboring homes, vehicles, and structures. Snow removal shall include the City sidewalk, walkway to the home, driveway, and driveway apron to the street. Access to and from the home (including porch), mailbox and garage, and access to and from home dependent on client need (may need removal including walkway to side or back door due to mobility issues) as well.

There are two separate bid items for Snow Removal, they include an "average sized lot" and a "larger or corner lot". Average size residential lawns will be approximately sixty (60) feet by one hundred twenty (120) feet with standard fifty (50) by five (5) foot wide concrete city sidewalks.

All snow removal must take place within 36 hours after the snow has stopped falling. If the snow is not removed within the 36 hours, regardless of the magnitude of the snow event, the management company awarded the CDBG Yard Services will be responsible for the cost of any code ordered snow removal.

All snow removal shall be performed between the hours of 8:00 a.m. and 7:00 p.m., MONDAY through SUNDAY, unless otherwise authorized by the City of Pontiac.

#### Measurement and Payment

The completed work as measured for Snow Removal will be paid for at the contract unit prices. For the following contract items (pay items).

Item Description Unit

Average Sized Lot Snow Removal	EACH
Larger or Corner Lot Snow Removal	EACH

#### Lawn Mowing Service.

The City of Pontiac requires lawn care services be provided to Pontiac Senior Citizens through Community Development Block Grant (CDBG) funding. Cutting the lawns includes cutting the front grass from curbside up from one side of the property line to the other and cutting the backyard everything within the fence line. Also included is weed whipping for any and all weeds (including between the sidewalk and driveway cracks, all grass or weeds behind garages, ramps and porches, grass strips between property lines and grass strips coming down the middle of the driveway and blowing of grass clippings off of walkways, drives, and flower beds around bushes and alongside of houses. There are two separate bid items for Lawn Mowing, they include an "average sized lot" and a "larger or corner lot". Average size residential lawns will be approximately sixty (60) feet by one hundred twenty (120) feet with standard fifty (50) by five (5) foot wide concrete city sidewalks.

The contractors shall not leave piles of grass clippings on the sidewalk, driveway, or street.

All dog residue will be the responsibility of the resident prior to contractor's arrival.

Upon completion, the property must be left in a neat and orderly condition free of clippings on the driveway and sidewalk.

All lawn mowing shall be performed between the hours of 8:00 a.m. and 7:00 p.m., MONDAY through SUNDAY, unless otherwise authorized by the City of Pontiac.

#### Measurement and Payment

The completed work as measured for Lawn Mowing will be paid for at the contract unit prices. For the following contract items (pay items).

Item Description Unit

Average Sized Lot Lawn Mowing	EACH
Larger or Corner Lot Lawn Mowing	EACH

Unit Prices paid shall be considered full payment for all labor, material and equipment needed to accomplish this work.

#### Yard Clean op

The City of Pontiac requires yard clean up services be provided to Pontiac Senior Citizens through Community Development Block Grant (CDBG) funding. Yard clean ups include the bagging of all leaves on the entire property in approved paper yard waste bags. There are two separate bid items for Yard Clean Up, they include an "average sized lot" and a "larger or corner lot". Average size residential lawns will be approximately sixty (60) feet by one hundred twenty (120) feet with standard fifty (50) by five (5) foot wide concrete city sidewalks.

All yard clean ups shall be performed between the hours of 8:00 a.m. and 7:00 p.m., MONDAY through SUNDAY, unless otherwise authorized by the City of Pontiac.

#### Measurement and Payment

The completed work as measured for Snow Removal will be paid for at the contract unit prices. For the following contract items (pay items).

Item Description Unit

Average Sized Lot Yard Clean Up	EACH
Larger or Corner Lot Yard Clean Up	EACH

#### IV. REQUEST

In addition to the required form "<u>General Yard Services</u>" provided here as Appendix A, all firms or individuals responding to this Bid <u>must submit complete responses to the information requested in this section</u>, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½ "x 11" paper. There is no limit to pages submitted for complete response to this section:

Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractor's qualifications and ability to successfully provide the services requested.

a) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.

b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.

c) Provide copy of State of Michigan License for the corporation or company and an individual license.

d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).

e) Provide current Good Standing Certificate for the firm (if applicable).

f) Provide organizational documents for the firm such as bylaws and operating agreement (If applicable),

g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.

h) Provide a list of board of directors and officers of firm (if applicable).

i) Provide insurance as required in Appendix "D"

j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.

k) Provide a detailed description of any litigation resulting from use of the firm's services.

I) Provide a statement on the notification time necessary to begin execution of the desired services

m) Provide bid and performance bond as outlined in section "IX. BONDING REQUIREMENTS"

General Yard Services

The City of Pontiac Michigan reserves the right to validate proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City.

The City reserves the right to waive any informality in bids, to accept any bid, and to reject any and all bids, should it be deemed in the best interest of the City to do so.

The City reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the City to be in the City's best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible.

The City reserves the right to include in the contract for services other terms and conditions not specifically set forth herein.

#### V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "<u>General Yard Services</u>" in Appendix A.

It is the City's intention to utilize the successful proposer's services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

#### **VI. AGREEMENT**

The Agreement with the contractor will detail the payment procedures and documentation needed for the General Yard Services rendered. The billing submitted by the contractor must provide a written description of the work completed and include any necessary justification as/if necessary.

Billing will be required to have **ALL** the following listed below after services have been rendered, including but not limited to:

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- A daily service log must be kept showing the street name, address, size/rate and description of completed work. This log must be submitted with the corresponding request for payment.
- Contractor must retain records for no less than three (3) years after the final payment and all pending matters are closed.
- Access to the financial records pertaining to Community Development Block Grant Funds must be provided to the City of Pontiac Auditors, Oakland County Audit Division and/or Housing and Urban Development (HUD) Auditors.
- Line-Item Invoices; and
- Waiver of Liens for all subcontractors.

## All payments will be made by electronic deposits from Oakland County to the contractor bank account

#### VII. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Michelle L. McKenzie at (248) 758-3120. If contractor is not in possession of a Pontiac Business license then contractor shall procure said license once awarded.

- Agree to Section 3 Clause (Appendix "B")
- Debarment-Service provider has not been suspended from federal benefits as listed on www.epls.gov
- Conflict of Interest regulations found in 24CFR 570.611 (Appendix "C")
- The selected service provider will not use funds for lobbying, and will disclose any lobbying activities
- Other Applicable State and Local Laws

#### VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "<u>General</u> <u>Yard Services</u>" clearly marked on the front to by **Thursday**, **December 06**, 2018, at 2:00 **P.M. EDT** to the following:

City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1<sup>st</sup> Floor, Pontiac, MI 48342

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the Bid.

#### IX. BONDING REQUIREMENTS

a) A bid guarantee is required from each bidder in the amount of \$ 3,750 (which is equivalent to 5% of the grant funds). 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.

#### X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, Telephone (248) 758-3043, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

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

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.
- (3) Contractor is also required to file City of Pontiac income tax returns reporting and paying income tax on any net profits earned in the City.

Web page URL: <u>http://www.pontiac.mi.us/departments/income\_tax/index.php</u> Tax forms URL: <u>http://www.pontiac.mi.us/departments/income\_tax/tax\_forms.php</u>

### **APPENDIX A**

City of Pontiac CDBG Program

	> General Yard Services	
Bidding Contractor:		
Company Name:		
Representative:		
Address:	City:	Zip:
Office #:	Fax #:	
Cell#:	Email:	
License#:	Date:	

Having carefully examined the qualifications proposal 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 Respondents, 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:

THIS QUALIFICATION PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE "CONTRACTORS" PROPOSAL 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 QUALIFICATION PROPOSAL. IF A PROPOSAL IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MAKE A NOTATION IN THE PROPOSAL.

#### PROPOSAL FORM FOR GENERAL YARD SERVICES CONTRACT

The undersigned, as Bidder, declares that he has familiarized himself with the location of the proposed work and the conditions under which it must be performed, and agrees that he will contract with the Owner to furnish, at and for the following prices, all materials, labor, equipment and all things necessary to complete the entire work in accordance with the plans, specifications and related documents. Which he understands and accepts as adequate.

	GENERAL YARD SERVICES CONTRACT				
ltem	Item Description	Quantity	Unit	Price	Amount
1	Lawn Mowing, Average Sized Lot	1	EACH		
2	Lawn Mowing, Larger or Corner Lot	1	EACH		
3	Snow Removal, Average Sized Lot, 2"-4"	1	EACH		
4	Snow Removal, Average Sized Lot, 4"-8"	1	EACH		
5	Snow Removal, Average Sized Lot, 8" or more	1	EACH		
6	Snow Removal, Larger or Corner Lot, 2" - 4"	1	EACH		
7	Snow Removal, Larger or Corner Lot, 4" - 8"	1	EACH		
8	Snow Removal, Larger or Corner Lot, 8" or more	1	EACH		
9	Yard Clean Up, Average Sized Lot	1	Per Hour		
10	Yard Clean Up, Larger or Corner Lot	1	Per Hour		
11	Administration Fee (Not to Exceed 20%, based on a \$ 75,000 Contract)	1	LSUM		

BID TOTAL	\$

WRITTEN AS:

General Yard Services

#### **CITY OF PONTIAC - QUALIFICATIONS 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 respondent.

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

Company Name:	·	 
Address:		 
Representative Signature:		 
Print Name:		
Title:		
Office #	Cell <u>#</u>	
FAX# Email		 
Federal Tax Identification Number:		 
Date:		

#### APPENDIX B

Section 3 clause 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of traineeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR-part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3.

#### APPENDIX C CONFLICT OF INTEREST STATEMENT

#### "Code of Standards of Conduct," 24 CFR Part 85.36 (b) (3): (Applicable to Community Development Block Grant Expenditures)

(3) Grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantee's may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Date:

Signature:	
<b>v</b>	

Printed name:

General Yard Services

#### APPENDIX D

#### INSURANCE

#### 1. INSURANCE

The Contractor shall provide to protect the City of Pontiac as outlined below.

**2. LIMITS OF INSURANCE** (See also Section 1 of the General Conditions)

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Pontiac. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

- <u>Workers' Compensation Insurance</u> The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$500,000 each accident for any employee
- 2) <u>Commercial General Liability Insurance</u> 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 \$<u>1,000,000</u> per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent: (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- 3) <u>Motor Vehicle Liability</u> 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 <u>\$1,000,000</u> 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.
- 4) <u>Additional Insured</u>: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. It is understood and agreed by naming The City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance The City of Pontiac may have in effect shall be considered secondary and/or excess.
- 5) <u>Cancellation Notice</u>: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: <u>Michelle L. McKenzle</u>, <u>City of Pontiac</u>, <u>47450 Woodward Ave</u>, <u>Pontiac</u>, <u>MI</u>, <u>48342</u>.
- 6) **Proof of Insurance Coverage:** The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of Certificates of Insurance as well as the required endorsements.

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

#### 3. INDEMNIFICATION CLAUSE

The Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of Pontiac, and all Additional Named Assured, in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the City of Pontiac, shall or may be retained by the City of Pontiac until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the City of Pontiac, or the City of Pontiac may collect the same in whole or in part in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a reasonable insurance company which meets with the approval of the City of Pontiac, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by his operations, acts, or omissions, or those of his subcontractors, agents, or employees in procuring work for the City of Pontiac. Such insurance coverage shall be in such amounts as are provided in public liability and property damage section herein, provided, however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the City of Pontiac, and each Additional Named Assured as their interest may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days' notice to the City of Pontiac and each Additional Named Assured, shall be given in writing prior to the cancellation of, or change in any such insurance."

#### 4. EXTRAS

No claim for extra compensation because of either decrease or increase in quantities will be allowed. Contractor and Owner mutually agree that in the event the Contractor is to perform services beyond, or at variance with the Scope and total price of this Contract, such services must be mutually agreed to, in advance, in writing, with agreed upon price included. Accordingly, claims for the payment of Extra Services must be substantiated by the Contractor with a written order signed by Owner or his authorized agent.

#### 5. EMERGENCY PHONE NUMBERS

The Contractor must submit Emergency (24 Hours) phone numbers on the company letterhead when submitting contracts.

#### 6. INCLUDED WORK

All items of work noted on the Plans or in the Specifications that are not specifically noted in the bid, shall be considered as included with the contract and shall be completed at no extra cost to the Owner.

#### 7. SUB-CONTRACTS

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

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

Its: \_\_\_\_\_

#### APPENDIX E STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1 As used in these specifications:

a. ``Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. ``Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. ``Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. ``Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted. 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith

General Yard Services

performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of trainees and trainees to be counted in meeting the goals, such trainees and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the trainees and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and traineeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report,

etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for traineeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

I. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or singleuser toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. Where ever possible use minority or women vendors. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, trainee, helper, or laborer), dates of changes in status, hours worked per week in the

indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

14. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

a. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]



## **Financial Services – Purchasing Division**

## NOTICE

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

## General – Yard Services

If your firm plans to bid on this project, please send an e-mail response to <u>MMcKenzie@pontiac.mi.us</u> 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.

> City of Pontiac 47450 Woodward Ave Pontiac, MI 48342

## **Contractor's Certification**

Community Development Block Grant Program Concerning Labor Standards and Prevailing Wage Requirements

TO: Mike Pucher, Supervisor Contract Compliance Unit Oakland County Community & Home Improvement Oakland Pointe, Ste 1900 250 Elizabeth Lk. Rd. Pontiac Mi 48341-0414

#### PROJECT NAME:

PROJECT NUMBER (if any)

1. The undersigned, having executed a contract with

in the amount of \$\_\_\_\_\_\_ for the construction of the above-identified project, acknowledges that:

(a) The Federal Labor Standards Provisions are included in the aforesaid contract.

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and

any lower tier subcontractors, is his responsibility.

#### 2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

#### 4. He certifies that:

(a) Employer's IRS # is:

(b) Legal name and the business address of the undersigned are:

(c) The undersigned is (please check one):	
[] A Single Proprietorship	[ ] A Corporation Organized in The State of:
[ ] A Partnership	[ ] Other Organization (Describe)

(d) Name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address		
	e e			
		,		
9				

(e) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest		
	e .			
·				

(f) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification			
•					
		·			

(Name of Contractor)

By\_

(Authorized Signature)

Date\_

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Revised 04/2014



# OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION

CONTRACTOR REGISTRATION PACKET

OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION OAKLAND POINTE, SUITE 1900 250 ELIZABETH LAKE ROAD PONTIAC MI 48341-0414

1 of 8

In order to process payments from Oakland County, each payee/vendor must be on the Master Vendor List. Please complete and return the attached Vendor Registration form and the Request for Taxpayer Identification Number and Certification (Form W-9) to the following address

#### OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION OAKLAND POINTE, SUITE 1900 250 ELIZABETH LAKE ROAD PONTIAC MI 48341-0414

#### FAX # (248) 858-5311 or Email: pucherm@oakgov.com

If you would like your payment(s) made to you electronically, please complete and return the ACH VENDOR REGISTRATION FORM - Electronic Funds Transfer (EFT) on page 4.

#### **INSTRUCTIONS**

Please type or print clearly the information on the Registration form. INCOMPLETE REGISTRATION FORMS WILL BE DISCARDED

#### **1. TAX IDENTIFICATION NUMBER:**

This is your nine digit Tax Identification Number. Enter the number that is used when reporting tax earnings as shown on the Request for Taxpayer Identification Number and Certification (Form W-9) included in this packet. This may be your Federal Employer Identification Number (FEIN/TIN), or your social security number (SSN). If you are a sole proprietorship, you should enter your social security number.

#### 2. BUSINESS/INDIVIDUAL NAME AND ADDRESS:

Enter your company (or individuals) legal business name and address; payments will be sent to this address, unless otherwise noted (see #3 below).

#### 3. REMITTANCE ADDRESS:

Complete only if different from address (see #2 above). Enter the address where you want payments sent.

If more space is needed for any additional information, please attach a separate sheet of paper to the registration form.

TO BE CONSIDERED AN ACTIVE PAYEE/VENDOR AND TO RECEIVE ANY PAYMENTS DUE, THE FISCAL SERVICES DIVISION MUST RECEIVE A SIGNED AND DATED W-9 FORM. A W-9 FORM IS INCLUDED IN THIS PACKET, OR YOU CAN DOWNLOAD THE FORM VIA THE INTERNET AT WWW.IRS.GOV.

IT IS THE SOLE RESPONSIBILITY OF THE PAYEE/VENDOR TO NOTIFY THE FISCAL SERVICES DIVISION OF <u>ANY AND ALL CHANGES</u> TO THIS APPLICATION. A VENDOR CHANGE REQUEST FORM CAN BE OBTAINED BY CALLING (248) 858-5489 OR VIA THE INTERNET AT: http://www.oakgov.com/mgtbud/fiscal/Pages/vendors.aspx

Revised 04/2014

COUNTY MICHIGAN	L BROOKS PATTE	RSON. OAKLAND COUN	TY EXECUTIVE		
COUNTY MITCHIGAN       L BROOKS PATTERSON, OAKLAND COUNTY EXECUTIVE         VENDOR REGISTRATION         Oakland County Community & Home Improvement Division         Oakland County Community & Home Improvement Division         Oakland County Community & Home Improvement Division         Oakland Pointe, Suite 1900         250 Elizabeth Lake Road         Pontiac MI 48341-0414         Phone (248) 858-0196, Fax (248) 858-5311         Email: pucherm@oakgov.com					
TAX IDENTIFICATION NUMBER:					
(Use Social Security Number if sole proprietor)		TIN	SSN		
Please type or print clearly. Complete all se	ections. Incom				
Business/Individual Name and Address		Remittance Ac	<u>ldress</u>		
Legal Business Name*					
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City* State* Zip*	City	State	Zip		
Phone*	Phone				
Fax	Fax	<u></u>			
Contact*	Contact				
Title	Title				
E-mail	E-mail				
*REQUIRED FIELDS					
Requesters Name (please print)					
Requesters Signature (required)		·	Date		

Revised 04/2014



## ACH VENDOR REGISTRATION FORM Electronic Funds Transfer (EFT)

#### THIS PAGE IS OPTIONAL

INSTRUCTIONS: Please type or print clearly. Complete all sections. Incomplete applications will be discarded.

	PAYE	E/VENDC	R INFORM	IATION	
Name:	·····		••••••••••••••••••••••••••••••••••••••		
Address:					
Tax Identification Number:	(use SSN if Individ	iual or sole p	roprietor)	E-mail A	ddress:*
		TIN	SSN		
Contact Person Name		Title		Telephone Number:	Fax Number:
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Name of Financial Institution:	ege d'actives à l				
Nine-Digit Routing Transit Numl must obtain a correct Routing n your bank for ACH transactions not be the same as the routing r your checks.	umber from . This may				
Account Number:					
Account Type:	an an an an Ara	Chec	king	Savir	igs

**Authorized Signature** 

Title

Date

Printed Name of Signor \*E-mail Address is required for notification purposes. RETURN TO:

#### Oakland County Community & Home Improvement Division Oakland Pointe, Suite 1900 250 Elizabeth Lake Road Pontiac MI 48341-0414 FAX # (248) 858-5311 or Email: pucherm@oakgov.com

I authorize Oakland County to deposit funds owed to the above payee/vendor by the County, by direct deposit (electronic funds transfer). Information provided must be for U.S. Financial Institutions only.

I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and Oakland County's policy regarding electronic funds transfers as they exist on this date or as subsequently adopted, amended, or repealed. Michigan law governs electronic funds transactions authorized by this agreement in all respects except as otherwise superseded by federal law.

		1			Re	vised 04/2014	
Deparl	August 2013) Iment of the Treasury al Revenue Service	Identification Numb	r Taxpayer er and Certifi	cation		Give Form to the requester. Do not send to the IRS.	
	Name (as shown or	n your Income tax return)					
ge 2.	Businėss name/dis	regarded entity name, if different from above					
Print or type Specific Instructions on page	Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate			Exempt pa	ns (see instructions): yee code (if any) n from FATCA reporting		
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0)	List account numbe	r(s) here (optional)		[			
Par		ver Identification Number (TIN)					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name' to avoid backup withholding. For individuals, this is your social security number (SSN). However, for ensident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge TIN</i> on page 3.				ra	-		
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.				on number			
Par	Certific	ation					
Under	r penalties of perju	y, I certify that:					
2. Ia Se	m not subject to ba rvice (IRS) that I an	n this form is my correct taxpayer identification num ackup withholding because: (a) I am exempt from ba n subject to backup withholding as a result of a failu backup withholding, and	ickup withholding, or (b	) I have not been r	notified by	the Internal Revenue	
3. Iai	m a U.S. citizen or	other U.S. person (defined below), and					
4. The	FATCA code(s) er	tered on this form (if any) indicating that I am exem	pt from FATCA reportin	g is correct.			
becau Intere: genera instruc	se you have failed st paid, acquisition ally, payments othe ctions on page 3.	Is, You must cross out item 2 above if you have been to report all interest and dividends on your tax return or abandonment of secured property, cancellation or than interest and dividends, you are not required to a secure of the property.	n. For real estate trans of debt, contributions to	actions, item 2 doe o an Individual reti	es not app rement arr	ly. For mortgage angement (IRA), and	
Sign Here	Signature of U.S. person ≽		Da	ate ⊳			
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on IRS gov for Information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.		exempt from the FATCA	code(s) entered on t A reporting, is correct	his form (lf a	connected income, and any) indicating that you are u a form other than Form		
		W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S.					
			person if you are:				
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or		<ul> <li>An individual who is a U.S. citizen or U.S. resident allen,</li> <li>A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,</li> <li>An estate (other than a foreign estate), or</li> </ul>					
to an IF Use provide	RA. Form W-9 only if you your correct TIN to t	operty, cancellation of debt, or contributions you made are a U.S. person (Including a resident allen), to he person requesting it (the requester) and, when	the United States are ge	erships. Partnership enerally required to p	s that condi ay a withho	uct a trade or business in	
1. Ce to be is	sued),	are giving is correct (or you are waiting for a number	such business. Further, the rules under section foreign person, and pay	in certain cases whe 1446 require a partne the section 1446 wit	re a Form V arship to pre hholding ta	V-9 has not been received, esume that a partner is a x. Therefore, if you are a	
<ol> <li>Certify that you are not subject to backup withholding, or</li> <li>Claim exemption from backup withholding if you are a U.S. exempt payee. If anylicable you are also certifying that as a U.S. parson, your allocable share of</li> </ol>				Form W-9 to the parts	nership to e	j a trade or business in the stablish your U.S. status rtnership income,	

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

Cat, No, 10231X

#### Form W-9 (Rev. 8-2013)

 In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,

- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust,

Foreign person, If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9, instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Allens and Foreign Entitles).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee hes otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident allen.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident allen for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident allen of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding," Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royallies, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

## Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt, in addition, you must furnish a new Form W-9 if the name or Tilk changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form,

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

"BUSINESS name/oisregarded entity name inte. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity is name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is traded as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filled a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner Identified on the "Name" line.

Other entitiee, Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

#### Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3.

6 of 8

#### Form W-9 (Rev. 8-2013)

Page 3

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1-An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2-The United States or any of its agencies or instrumentalities

3-A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalilies

 $4-\!\text{A}$  foreign government or any of its political subdivisions, agencies, or instrumentalities

5-A corporation

6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7-A futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

9-An entity registered at all times during the tax year under the Investment Company Act of 1940

10-A common trust fund operated by a bank under section 584(a)

11-A financial institution

 $12\mbox{--}A$  middleman known in the investment community as a nominee or custodian

13-A trust exempt from tax under section 664 or described in section 4947 The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for		
Interest and dividend payments	All exempt payees except for 7		
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.		
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4		
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>		
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4		

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form for uncertain if the financial institution is subject to these requirements.

A-An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or eny of its agencies or instrumentalities

C-A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentailities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1,1472-1(c)(1)(I)

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state G-A real estate investment trust

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1) M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN, However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note, See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN, if you do not have a TIN, apply for one Immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clloking on Employer Identification Number (EIN) under Starling a Business, You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note, Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon,

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8;

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Form W-9 (Rev. 8-2013)

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual 2. Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account '
<ol> <li>Custodian account of a minor (Uniform Gift to Minors Act)</li> </ol>	The minor <sup>2</sup>
<ol> <li>a. The usual revocable savings trust (grantor is also trustee)</li> <li>b. So-called trust account that is not a legal or valid trust undar state law</li> </ol>	The grantor-trustee ' The actual owner '
<ol> <li>Sole proprietorship or disregarded entity owned by an individual</li> </ol>	The owner '
6. Grantor trust filling under Optional Form 1099 Filling Method 1 (see Regulation section 1,671-4(b)(2)(I)(A))	The grantor*
For this type of account:	Give name and EIN of:
<ol> <li>Disregarded entity not owned by an individual</li> </ol>	The owner
8. A valid trust, estate, or pension trust	Legal entity 1
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
<ol> <li>Association, club, religious, charitable, educational, or other tax-exempt organization</li> </ol>	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture In the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filling under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.871-4(b)(2)(I)(8))	The trust

<sup>1</sup> List first and circle the name of tha person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Circle the minor's name and furnish the minor's SSN.

You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

\*Note, Grantor also must provide a Form W-9 to trustee of trust.

Page 4

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

Protect your SSN,

. Ensure your employer is protecting your SSN, and

Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more Information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user faisely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report Interest, dividends, or certain other income paid to you; mortgage Interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and table prevales to anforce obii and criminal laws, exits federal law anformation tabelly expension compatibility or unstantively your. rederal and state agencies to enforce civil and oriminal laws, or to fedoral law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

#### ETHNIC OWNERSHIP REPORT

Attention general contractor and subcontractors, please respond to the following (print or type). Mark the descriptions below that indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate.

(	)	Female	( ) Male
(	)	<u>White Americans</u> :	persons having origins in any of the original peoples of Europe, North Africa, or the Middle East, but not of Hispanic Origin.
(	)	<u>Black Americans</u> :	persons having origins in any of the black racial groups of Africa, but not of Hispanic origin.
(	)	<u>Native Americans</u> :	persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition.
(	)	<u>Hispanic American</u>	<u>s</u> : persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
(	)	<u>Asian/Pacific Amer</u>	<u>icans</u> : persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.
(	)	Other: Please Specif	<u>v:</u>
D	ate _		
P	ojec	et	•
В	usine	ess Name	
R	əpre	sentative Name	
P	ositic	on	
Aı	<mark>ո</mark> չ գւ	uestions? Call Mike P	ucher, Supervisor, Contract Compliance Unit (248) 858-0196

Ethnic ownership report.doc 3/06

Municipality

# Agreement of Prime Contractor

WE HEREBY AGREE, and will require companies awarded subcontracts for this project to agree, to conform to the policy that during the performance of this contract:

- We will not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, age, national origin, sex, height, weight, marital status or handicap as provided in Section 3 (A) Act 344, Public Acts of 1965 as amended by Act 349 Public Acts of 1966. We will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap. This obligation includes, but is not limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. We agree to post notices that set forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment, as required and provided by the municipality.
- 2. We will, in all solicitations or advertisements for employees placed by us or on our behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap.
- 3. We will send to each labor union or representative or workers with which we have a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the municipality, advising the labor or worker's representative of our commitments under this Contract Compliance Plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - We will comply with and be bound by: all Ordinance provisions when applicable, Contract Compliance Provisions, and any other provisions included in the Specifications. We shall file, and shall cause each of our subcontractors to file, compliance reports with the municipality within such times and in such forms as the municipality shall prescribe. Compliance reports shall contain such information as that regarding the practices, policies, programs and employment statistics of the prime contractor and each subcontractor.
- 5. We will permit the municipality, the municipality's auditors, the Oakland County Community Development Division, the Oakland County Auditing Division and/or the U.S. Dept. of Housing and Urban Development access to our books, records and accounts for investigation purposes to ascertain observance of this Contract Compliance Plan.
- 6. We acknowledge that in the event of noncompliance with the nondiscrimination clauses of this contract, or with any applicable rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and that we may be declared ineligible for further municipal contracts in accordance with procedures authonzed herein and such other sanctions as may be imposed and remedies involved as provided by ordinance, rule, regulation or as otherwise provided herein or by law.
- 7. We will include the provisions of paragraphs one through six in every subcontract let under this contract so that these provisions will be binding upon each subcontract, unless otherwise exempted by prior written authorization by the municipality. With respect to any subcontract, we will take such action as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that in the event we are threatened with, or become involved in litigation with a subcontractor or vendor as a result of such direction by the municipality, we may request the municipality to enter into such litigation to protect the interests of the municipality.

#### **General Contractor**

Signature

Title

6. Agreement Prime Cont.doc 3/06

1.

4.

# OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT SECTION 3 INCOME CERTIFICATION FORM

Name:		Date:
Address: City & State: Zip:		
Telephone Number:	FAX Number:	Email Address:

As an employee of \_\_\_\_\_\_, I certify that my total gross household income last year was not greater than (based on the number of persons in the family) the amount checked below.

	Section 3	CHECK	ONE $()$
Family Size	Gross Household Income Limits	Household Income Less Than (√)	Household Income More Than ( $\checkmark$ )
1	\$39,100		
2	\$44,700		
3	\$50,300		
4	\$55,850		
5	\$60,350		
6	\$64,800		
7	\$69,300		
8	\$73,750		

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both."

I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income.

Owner's Name: \_\_\_\_\_

Signature:

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

Section3CertForm.kjc

# Oakland County Community & Home Improvement Division Section 3 Report

NEW HIRES (includes workers who have worked with the contractor in the recent past but did not continue to work for the contractor since the last job.)

This form is distributed to the General Contractor at the contract signing. The general contractor is also required to provide this form to any subcontractors they hire for this project.

Contractor Name:		· .		
Oakland County CDBG File #:		-		· · · · · · · · · · · · · · · · · · ·
Municipality:				· · · ·
Project Name:				·
Contract Amount:	\$	nad 2011 - 1. francisco		
Time on Job:	From:		То:	· .

Review the information below and check all that apply for this project::

\_\_\_\_\_ We have <u>not hired</u> any new employees.

We <u>have hired</u> employees that live within the Metropolitan Statistical Area (MSA) Target Area Vicinity.

We have hired employees who meet Section 3 criteria.

We have taken one or more of the following recruitment steps to find MSA Target Area Vicinity residents and residents that meet Section 3 criteria.

We <u>have advertised</u> to fill vacancies at the site, where work is taking place, in connection with this project via the following.

\_ Place signs or posters in prominent places within the target area vicinity.

Taken photographs of the above item to document that the above step was carried out

\_\_\_\_\_ Distribute employment flyers in locations accessible to MSA vicinity residents.

Post employment flyers in various locations within the MSA vicinity areas.

\_\_\_\_\_ Kept a log of all applicants and indicated the reasons why MSA Target Area Vicinity residents and/or Section 3 residents who applied were not hired.

\_\_\_\_\_ Requested training on MSA Vicinity Hiring and Section 3 employment requirement

Print Name:	Signature:	
Date:		

# RESOLUTION #11



## MEMORANDUM

То:	Honorable City Council
From:	Rachel Loughrin Economic Development Director
Through:	Jane Bais-DiSessa Deputy Mayor
Meeting:	December 13, 2018
Regarding:	Oakland County Treasurer's Office – Parcels Offered to Governmental Units List

The Oakland County Treasurer's Office has completed their 2018 Land Sale auctions to recover delinquent property taxes, interest and fees on behalf of the City of Pontiac, and to minimize "chargebacks" when possible.

The County incorporated best practices in residential, commercial and industrial real estate marketing and sales, including a partnership with area REALTORS and financial institutions to connect foreclosed property with families in our neighborhoods.

Now that the sales are completed, Section 211.78m(6) of the General Property Tax Act requires the Treasurer's office to share with us the list of unsold properties in our community. These properties will be deeded to us unless we object in writing by no later than 4:30 p.m. on December 31, 2018.

The Administration has reviewed the list of available properties and has determined that the only property the city should accept at this time is tax parcel number 14-32-131-009 as it is immediately adjacent to Rotary Park and will help to create a more cohesive ownership of the park parcel.



# Resolution Objecting to the Transfer of Remainder Parcels from the Treasurer's Auction 2018

WHEREAS the City of Pontiac has reviewed the Parcels Offered to Governmental Units list;

WHEREAS the City of Pontiac does not see the financial advantage of accepting all parcels of land from the County Treasurer sans parcel number 14-32-131-009;

WHEREAS the City of Pontiac objects to accepting all parcels on the offer list except parcel number 14-32-131-009;

NOW BE IT THEREFORE RESOLVED that the City of Pontiac objects to accepting all parcels on the list except for parcel number 14-32-131-009

DTXR9480

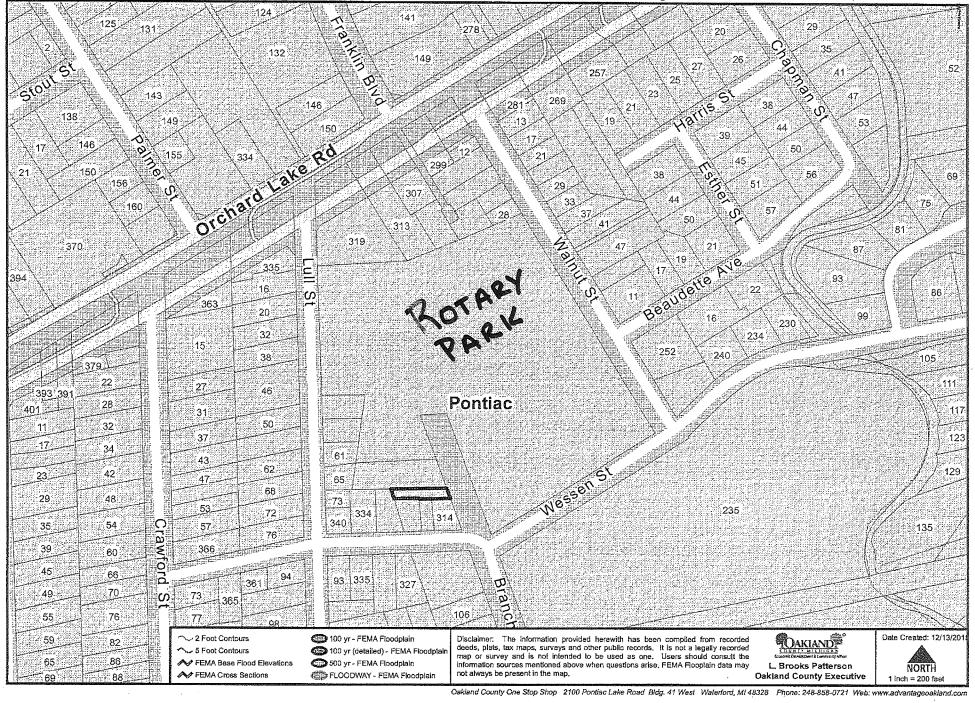
### OAKLAND COUNTY TREASURER'S OFFICE Parcels Offered to Governmental Units Land Sale Year 2018 (NOT ASSIGNED)

Page: 1 of 1 Date: 11/26/2018

#### CVT: 64 - City of Pontiac

Sale Number	Parcel ID	Property Address	Governmental Unit
000199	14-16-405-008	na n	Not Assigned
000201	14-17-304-018	195 W FAIRMOUNT AVE PONTIAC MI 48340-2739	Not Assigned
000209	14-19-208-007		Not Assigned
000224	14-20-303-013	91 BLAINE AVE PONTIAC MI 48342-1101	Not Assigned
000227	14-20-309-051	103 SUMMIT ST PONTIAC MI 48342-1167	Not Assigned
000237	14-20-405-002	274 BALDWIN AVE PONTIAC MI 48342-1305	Not Assigned
000238	14-20-405-003		Not Assigned
000244	14-20-406-033	64 VIRGINIA ST PONTIAC MI 48342-1374	Not Assigned
000248	14-20-454-014	57 FOSTER ST PONTIAC MI 48342-1330	Not Assigned
000250	14-20-478-016	48 KEMP ST PONTIAC MI 48342-1442	Not Assigned
000259	14-22-111-004	810 MELROSE AVE PONTIAC MI 48340-3123	Not Assigned
000263	14-22-155-027	691 KENILWORTH AVE PONTIAC MI 48340-3239	Not Assigned
000291	14-28-332-006	72 N PADDOCK ST PONTIAC MI 48342-2621	Not Assigned
000307	14-28-457-028	102 S SHIRLEY AVE PONTIAC MI 48342-2849	Not Assigned
000310	14-29-126-006	100 PINEGROVE AVE PONTIAC MI 48342-1078	Not Assigned
000313	14-29-228-005	116 EDISON ST PONTIAC MI 48342-1417	Not Assigned
000314	14-29-230-009	316 N SAGINAW ST PONTIAC MI 48342-2063	Not Assigned
000318	14-29-353-006	6 GREEN ST PONTIAC MI 48341-1710	Not Assigned
000329	14-30-428-008		Not Assigned
000339	14-32-128-018	16 LULL ST PONTIAC MI 48341-2133	Not Assigned
000342	14-32-131-009	na a bha ha laghar sa saonag an bhliann an shalar a bal ainn ann ga ar a bhalann an bhaile an bhaile an bhaile Ann a bha ann an a	Not Assigned
000363	14-32-479-007	213 HARRISON AVE PONTIAC MI 48341-2439	Not Assigned
000365	14-32-480-019	249 HUGHES AVE PONTIAC MI 48341-2449	Not Assigned
000370	14-33-138-001		Not Assigned
000371	14-33-155-002	144 COTTAGE ST PONTIAC MI 48342-3028	Not Assigned
000375	14-33-209-048	272 S SANFORD ST PONTIAC MI 48342-3149	Not Assigned
000376	14-33-210-009	217 S SANFORD ST PONTIAC MI 48342-3150	Not Assigned
000388	14-33-454-021	335 CENTRAL AVE PONTIAC MI 48341-3207	Not Assigned
000390	14-33-478-027		Not Assigned
000395	19-04-130-010	194 NEBRASKA AVE PONTIAC MI 48341-2846	Not Assigned

# **Subject Parcel Adjacent to Rotary Park**



# RESOLUTION #12

# CITY OF PONTIAC OFFICIAL MEMORANDUM DEPARTMENT OF PUBLIC WORKS

È

#### TO: Jane Bais-DiSessa, Deputy Mayor

FROM: John Balint, DPW Director/City Engineer

DATE: December 12, 2018

#### **RE:** Contract with Pipeline Management

The Department of Public Works is in need of a second contractor for storm sewer maintenance and repair. Our current contractor cannot keep up with the current demand for storm sewer cleaning and televising. This work is time sensitive in order to begin design for major and local road projects.

Pipeline Management currently has a MiDeal contract with the Oakland County Water Resources Commissioners Office (WRC). MiDeal allows Michigan Cities, Townships, Villages, Counties, School Districts, Universities and Community Colleges to use State contracts to buy goods and services.

Pipeline Management has a current contract with the WRC through the MiDeal System. The City has met with Pipeline Management and they have agreed to honor the pricing provided to WRC. Based on current need, City would like to enter into a contract with Pipeline Management for as-needed storm sewer maintenance and repairs. Budget for this maintenance work can be found in the Major and Local Street Funds (202,203) under Storm Sewer.

WHEREAS, The City of Pontiac has reviewed pricing provided by Oakland County MiDeal and determined that the current contract between Pipeline Management and WRC would provide the City with needed capacity, and;

WHEREAS,

City staff has reviewed the contract documents and met with Pipeline Management, who has agreed to extent current pricing to the City;

NOW, THEREFORE,

BE IT RESOLVED,

The Pontiac City Council authorizes the Mayor or Deputy Mayor to enter into an as-needed contract with Pipeline Management for Storm Sewer Maintenance and Repairs for one year, with three years of optional extensions.

JVB Attachments 

·	Proposed 2017/18 Prices					
· ·	Std.	1.5 O.T.	Double Time Rate			
Description	Rate	Rate				
Field Superintendent	78.00	100.00	129.00			
Foreman	5300	77.00	196106			
Operator/Driver	58.00	77,00	96.00			
Spoi Linar Driver/Operator		100 00				
Laborer	52.00	69.00	86.00			
Yalessional Enemeers	85 001		13500			

#### Proposed 2018/19 Prices

10047/40 0

	Std.	1.5 O.T.	Double
Description	Rate	Rate	Time Rate
Field Superintendent	79.00	102.00	130.00
Foreman	1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 -	78.00	97:00
Operator/Driver	59.00	78.00	97.00
Soor ne Onverlopentor		102.00	
Laborer	54.00	71.00	90.00
Brailessional Breineer	in state	ing the state of t	

#### Proposed 2019/20 Prices

	Std.	1.5 O.T.	Double	
Description	Rate	Rate	Time Rate	
Field Superintendent	80.00	104.00	134.00	
Foreman	6000	80.08	100.00	
Operator/Driver	60.00	80.00	100.00	
Spell ner Driver/Operator	1.			
Laborer	56.00	73.00	93.00	
Professional Engineer	1411136100		135:00	

Standard Rates: First 40 Hours per week

1.5 O.T. Rates: Over 40 Hours per week

Double Time Rates: The double time rate for work hours between the hours of 11:00 P.M. and 7:00 A.M., are changed from double time to the one and a half time rate that currently applies to hours worked over 40 per week. The rate for Saturday work from 5:00PM to midnight will be at regular rates unless those hours exceed forty for the week. Sunday and legal holiday rates will remain at double time.

Equipment and one driver per piece will bill one half hour to and from jobsite daily. No travel time will be billed for job labor not specifically driving equipment to or from the worksite.

Payment Terms: Net 30

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**Oakland County Water Resources Commissioner** Event No. 003987 - Bld Date April 25, 2017 **Equipment Rate Payment Schedule** 

	Proposed Rates For 3 Year Contract Term				ct Term
Description		Daily	ldle	Weekly	Monthly
Jet/Vac Combo Unit- Includes 1- 50' Section of Layflat	125.00		62.50		and as in the set in the set of the
TV Grout Unit	95.00		47,50		
Off Road CCTV Unit	95.00		47.50		
UV Spot Liner Unit	120.00		60,00		
Supervisors Vehicle	25.00		12.50		******
3/4 Too and Less Support Vehicle	理论2003		12 60		
Cargo Van	25.00	and the second of the second	12.50		
F450 Stake Truck	25.00		12.50		
Easement Machine w/Trailer		400.00	200.00		an and the second s
10 Tag Traller	F HEDC		7 50		
Mobile Grout Reel		250.00	125.00		and the second second second
Trailer Mounted Grout Unit	75.00		97.50		
Joint Grouting Packer (8"-10")		100.00			Westmann and South and State
Joint Grouting Packer (127-151)		200.00			
Joint Grouting Packer (18"-21")		300.00		Shisting (masternation	and a state of the second second
Joint Grouting Packer (24"-42")		350.00			
Lateral Grouling Packer (8"-12")		400.00	nencomontal intern		
Lateral Grouting Packer (15"24")		450.00			
Lateral Inspection Equipment From The Main	40.00				
Lateral Cleaning Equipment		200.00			
Reinstatement Cutter		350.00	i Alementi dan marin	ananakaanamana	usen //: fuelr over of
Root Cutter 8 12 (Carbide Blade)	3600				
Root Cutter - 15"-24" (Carbide Blade)	35.00		19291125005100500	nkonstaarsas	
Rool Cutter - 8'-12" (Chain knockers)	10.00				
Root Cutter - 15"-24" (Chain knockers)	10.00				
Confined Space Entry Equipment		200.00			
		2.50		HENREHS MERRING	
Traffic Barrels		400			
Traffic Signs Arrow Board		5.00 200.00	RECORDE		
Sewer Plug 8" - 24"		100.00		400.00	1,200.00
Sewer Plug 24*-36*		100.00		600.00	1,200.00
Lay Flat Discharge Hose - 50 Ft. Sections (for pump or				OVU OU I	
Lay Flat Discharge Huse - 50 Ft. Sections (for pump of vactor)		25.00			
Chain Saw		25.00		1 300.00 I	900.00
2000-3500 Watt Generator	HERIOLEUSEUSEU	100.00			
Chipping Hammer		30.00			
Air Compressor - To 175 CFM	25,00		12.50		
Dry sul		200.00			
Sonde Manhole Locator		100.00	n provinstiti sosiyi		
			INSERVICE AND INCOME.		
Payment Terms: Net 30			<u>oongangsmannan</u>		
rayment terms. Net ov	J			L	

### Oakland County Water Resources Commissioner Event No. 003987 - Bid Date April 25, 2017 Project Specific Materials, Equipment Rentals and Subcontract Payment Schedule

 MATERIALS

 Proposed Rates

 Description
 2017/18
 2018/19
 2019/20

 Grout
 17.00
 18.00
 19.00

 Add! Project Specific Materials & Supplies Shall Be Involced At Cost + 10%
 10%

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#### SUBCONTRACT

	Proposed Rates		
Description	2017/18	2018/19	2019/20
ALL Project Specific Subconfract Costs S	shall Be Invo	ICERNAL COSTA	10%

#### **EQUIPMENT RENTAL**

	Proposed Rates		
Description	2017/18	2018/19	2019/20
ALL Project Specific Equipment Rentals	Shall Be Invo	iced Al Cost +	10%

Payment Terms: Net 30



#### OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

Pamela Weipert, Compliance Officer (248) 858-0997 | weipertp@oakgov.com ě.

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#### COOPERATIVE PURCHASING PROGRAM

The Oakland County Purchasing Division has developed an intergovernmental Cooperative Purchasing Program for use by other Michigan governmental entities and school districts for the procurement of goods and/or services from County contracted vendors who have agreed to extend the pricing, terms and conditions of their contracts with Oakland County. There is no cost to the participants or vendors for taking part in this program. The purpose of the program is to obtain lower overall costs for all participants by obtaining increased volumes and purchasing power.

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Oakland County requires that participating vendors authorize the use of their contracts with the County in the cooperative purchasing program.

Once authorized, vendors agree to supply goods and/or services at the established County contract prices. All transactions will be conducted between the participating governmental entity and the contracted vendor. Orders will be submitted and invoiced, and payment will be remitted by the authorized units of government on a direct and individual basis in accordance with the pricing and terms of the contract.

Consequently, all vendors that would authorize the use of their awarded contracts are to indicate by checking the appropriate box below, whether THEY WILL accept orders resulting from the Vendor Quotation from authorized municipalities within Oakland County and surrounding counties.

Event Number:	003987
	~~~~~

Contract Number: 005099

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#### BIDDER MUST CHECK ONE BOX BELOW

We WILL supply commodities and/or services from this contract to Oakland County government entities and school districts

We WILL NOT supply commodities and/or services from this contract to Oakland County government entities and school districts. We will supply to Oakland County Only.

Company Name: Pip	eline Management Co Inc		
Authorized Signature:	Jacof Q. Di Ponio	Date:	5/26/2017

2100 Pontiac Lake Road | County Executive Building 41W | Waterford, MI 48328 | Fax (248) 858-1677 | OakGov.com/purchasing

# RESOLUTION #13



# CITY OF PONTIAC OFFICIAL MEMORANDUM

TO: Honorable Council President and City Council Members
FROM: Jane Bais-DiSessa, Deputy Mayor
CC: Mayor Waterman and Danielle Kelley, Plante Moran
DATE: December 20, 2018

RE: Resolution to accept the Oakland County 2018-2019 ATPA Sub-Recipient Agreement with the City of Pontiac and authorizes the Mayor to sign document as presented.

City of Pontiac has been utilizing the Auto Theft Prevention Authority (ATPA) grant from the State of Michigan through the Oakland County's Sheriff's office since 2013. This grant reimburses the municipality half of the eligible expenditures of a Sheriff's deputy assigned full time to the ATPA related activities.

The ATPA Grant runs from October 1 to September 30th of any given year. For the last 6 years (2013-2018) Oakland County has been able to apply for the grant on our behalf and we have been reimbursed half the costs for a Sheriff Deputy assigned full time to the auto theft prevention, in the amount of approximately \$67,000.

The State of Michigan is requiring that all the municipalities that receive the benefit of this grant through the OCSO, sign a sub-recipient agreement with Oakland County that delineates the rights and obligations of each party's responsibilities and obligations regarding the use of the grant.

City of Pontiac's responsibility is to provide funding for a Sherriff's Deputy to be assignedfull time to the ATPA tasks.

Oakland County has entered into a contract with the State of Michigan for the grant and will reimburse the City of Pontiac half of the costs as described above.

We received the request to have the agreement signed by the Mayor on December 6, 2018 and requested that the City Council authorize the Mayor through a resolution to sign the sub-recipient agreement with Oakland County.

If City Council agrees with the sub-recipient agreement between the City and Oakland County (as shown in the attachment), the following resolution is recoccemended:

Whereas, the City of Pontiac has been utilizing the Auto Theft Prevention Authority Grant through Oakland County since 2013; and,

Whereas, the previous agreement with the Oakland County Sheriff's Office expired September 30, 2018; and,

Whereas, the County and City may enter into an sub-recipient agreement by which the Oakland County Sheriff's Office would continue to assign a full time Sheriff Deputy to the ATPA activities; and,

Whereas, the Oakland County Sheriff's Office agrees to provide reimburse the City under the terms and conditions of the Agreement up to 50 percent of the eligible expenditures;

Now, Therefore, Be It Resolved that the City Council, upon the recommendation of the Executive Office accepts the Oakland County 2018-2019 ATPA Sub-Recipient Agreement with the City of Pontiac and authorizes the Mayor to sign document as presented.

JBD

### AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT SUBRECIPIENT AGREEMENT BETWEEN OAKLAND COUNTY AND CITY OF PONTIAC

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Pontiac, 47450 Woodward Ave., Pontiac, Michigan 48342, a Michigan Municipal Corporation ("Public Body").

**PURPOSE OF AGREEMENT**. The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds for expenses that it incurs related to the Oakland County Auto Theft Program (ATPA), a multijurisdictional auto theft prevention and recovery task force under the direction and supervision of the Oakland County Sheriff's Office ("O.C.S.O.").

Under the Parties' separate ATPA agreement, the Public Body is responsible for providing a full-time employee for participation in ATPA and for all costs associated with that employment.

The County has entered into a Grant agreement (Exhibit A) with the State of Michigan ("State") wherein the County is eligible to receive reimbursement for qualifying ATPA-related costs.

The County intends to use a portion of the Grant funds to reimburse the Public Body, as described below, subject . to the terms and conditions of this Agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

- 1. **DEFINITIONS**. The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows:
  - 1.1. <u>Agreement</u> means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - 1.2. <u>Claim</u> means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Public Body, or the County's or Public Body's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
  - 1.3. <u>County</u> means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
  - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
  - 1.5. <u>Grant</u> means the Automobile Theft Prevention Authority Grant from October 1, 2018 through September 30, 2019 (Exhibit A).

AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT SUBRECIPIENT AGREEMENT BETWEEN OAKLAND COUNTY AND CITY OF PONTIAC Page 1 of 5

- 1.6. **Public Body** means the City of Pontiac, which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 2. **<u>EXHIBITS</u>**. The Exhibits listed below are incorporated and are part of this Agreement.
  - 2.1. <u>Exhibit A</u> –Automobile Theft Prevention Authority Grant from October 1, 2018 through September 30, 2019.
  - 2.2. <u>Exhibit B</u> Memorandum of Agreement and participating local police departments.
- 3. <u>COUNTY RESPONSIBILITIES</u>. The County will reimburse the Public Body, up to 60% of the total, for qualifying ATPA-related costs including ATPA officers' salaries, fringe benefits, overtime, vehicle usage, cell phone, MAATI and IAATI dues, as described in the Grant agreement (Exhibit A).
- 4. **<u>PUBLIC BODY RESPONSIBILITIES</u>**. The Public Body will comply with all terms and conditions set forth in the Grant agreement (Exhibit A), including, but not limited to, the following certifications:
  - 4.1. The Public Body is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
  - 4.2. Has not within a three-year period preceding this application been convicted of or had a civil judgment rendered against it and is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal office in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; 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;
  - 4.3. Has not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
  - 4.4. Has not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- 5. **DURATION OF INTERLOCAL AGREEMENT**. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party, or by someone who is authorized to sign this Agreement on behalf of the responsible governing board. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

#### 6. <u>ASSURANCES</u>.

6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT SUBRECIPIENT AGREEMENT BETWEEN OAKLAND COUNTY AND CITY OF PONTIAC Page 2 of 5

- 6.2. For any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. All municipalities or other public entities participating in the Oakland County ATPA will accept full and complete responsibility and liability for any and all claims arising from or in connection with the use of the premises at the Southfield Police Department building for ATPA activities and operations, and shall ensure they are covered by Workers Compensation insurance pursuant to applicable Michigan Workers Compensation statutes.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
- 7. <u>**PERMITS AND LICENSES**</u>. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
- 8. **LIMITATION OF LIABILITY**. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
- 9. **<u>TERMINATION OF AGREEMENT</u>**. Either Party may terminate this Agreement upon thirty (30) days notice to the other Party. The effective date of termination shall be clearly stated in the notice.
- 10. **DELEGATION OR ASSIGNMENT**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
- 11. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between the Parties.
- 12. **DISCRIMINATION**. The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- 13. **NO THIRD-PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT SUBRECIPIENT AGREEMENT BETWEEN OAKLAND COUNTY AND CITY OF PONTIAC Page 3 of 5

- 14. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 15. <u>SEVERABILITY</u>. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- 16. <u>CAPTIONS</u>. The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neutral genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- 17. **FORCE MAJEURE**. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
- 18. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
  - 18.1. If Notice is sent to County, it shall be addressed and sent to: Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
  - 18.2. If Notice is sent to the Public Body, it shall be addressed to: City of Pontiac, 47450 Woodward Ave., Pontiac, Michigan 48342.
  - 18.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
- 19. <u>GOVERNING LAW</u>. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- 20. <u>AGREEMENT MODIFICATIONS OR AMENDMENTS</u>. Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT SUBRECIPIENT AGREEMENT BETWEEN OAKLAND COUNTY AND CITY OF PONTIAC Page 4 of 5 21. **ENTIRE AGREEMENT**. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**IN WITNESS WHEREOF**, Michael Gingell, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED:

DATE:

DATE:

WITNESSED:

Printed Name: Title:

Michael Gingell, Chairperson

Oakland County Board of Commissioners

**IN WITNESS WHEREOF**, \_\_\_\_\_\_, acknowledges that he/she has been authorized by a resolution of the Public Body's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Public Body to the terms and conditions of this Agreement.

EXECUTED:

Printed Name: Title: DATE: \_\_\_\_\_

DATE:

WITNESSED:

Printed Name: Title:

> AUTOMOBILE THEFT PREVENTION AUTHORITY GRANT SUBRECIPIENT AGREEMENT BETWEEN OAKLAND COUNTY AND CITY OF PONTIAC Page 5 of 5



RICK SNYDER GOVERNOR STATE OF MICHIGAN DEPARTMENT OF STATE POLICE AUTOMOBILE THEFT PREVENTION AUTHORITY LANSING

COL, KRISTE KIBBEY ETUE DIRECTOR

September 17, 2018

Lt. Wendy Reyes Oakland County Sheriff's Office 1200 N. Telegraph Rd. Pontiac, Michigan 48341

RE: 08-19 OCAT

Dear Lt. Reyes:

I am pleased to inform you that your application to the Michigan State Police, Grants and Community Services Division, Auto Theft Prevention Authority (ATPA), has been selected to receive grant funding. With a focus on innovative programs that address auto theft and fraud, your efforts are valued and appreciated. The award for your team/project, pending the finalization of the Grant Agreement (contract), is \$1,800,494. The ATPA portion of your award is \$1,080,296.40, and the match requirement is \$720,197.60. Please note that the ATPA Board of Directors has issued a one-time 60/40 funding match for FY2019. Further details regarding allowable expenditures is contained in the enclosed grant contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and financial penalties. The deadline for returning your signed contract is September 30, 2018.

If you have any questions or concerns regarding your award, please contact Insp. Michael Johnson, ATPA Executive Director (acting), at JohnsonM45@michigan.gov or 517-243-3232. We look forward to working with you.

Sincerely,

Insp. Michael Johnson, Executive Director (Acting) Automobile Theft Prevention Authority

Enclosures

Col. Kriste Kibbey Etue – Chair Chief Curils Cald, Undersheriff Michael McCabe – Representing Law Enforcement Ms. Lori Davis, Mr. Mark Wagenschutz – Representing Automobile Insurers Mr. Michael Thompson, Mr. Gene Adamczyk – Representing Purchasers of Automobile Insurance