

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 AND STUDY SESSION (AMENDED AGENDA)

March 26, 2019

6:00 P.M.

76th Session of the 10th Council

Formal Meeting

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda (Add Resolution for the 2018-2019 Pontiac High School Boys Varsity Basketball Team and Updated Resolution for Agenda Item #15; Move Agenda Item 8 and 19 Immediately After Special Recognition and Remove Agenda Item 18 from the Agenda)

Approval of the Minutes

1. Meeting of March 12, 2019

Subcommittee Reports

2. Public Safety- March 8, 2019

Special Recognition (Recognition is limited to 10 minutes.)

3. Pontiac School District

Public Hearings

4. Public Hearing on the Establishment an Obsolete Property Rehabilitation (OPRA) District Consisting of the Following Parcel: 84-100 N. Saginaw, Pontiac, MI 48342, Tax Parcel Number: 14-29-426-012- Kevadiya Properties, LLC.
5. Public Hearing on the Approval of an Obsolete Property Rehabilitation (OPRA) Application for the Following Parcel: 84-100 N. Saginaw, Pontiac, MI 48342, Tax Parcel Number: 14-29-426-012.-

Kevadiya Properties, LLC.

Recognition of Elected Officials

Agenda Address

Agenda Items

Resolutions

Economic Development

6. Resolution to Reinstatement the Salary for the Deputy Director of Community Development to \$73,892 as Originally Budgeted in Fiscal Year 2018-19. (Council President Williams requested that the Administration revised the resolution to state the name of the candidate and their qualifications.)

Department of Public Works

7. Resolution to Authorize Mayor to Enter into a Contract with Michigan Joint Sealing, Inc. for \$96,740.90 for the 2019 Joint and Crack Sealing Project.

Study Session

Public Comment

Presentations (Each Presentation is limited to 10 minutes.)

8. Redevelopment Ready Communities Presentation by Michigan Economic Development Corporation (MEDC)
Presentation Presenter: Elizabeth King, RRC Planner
9. City of Pontiac Budget Goal Session for Fiscal Year (FY) 2019 – 2020
Presentation Presenter: Jane Bais DiSessa, Deputy Mayor
10. Jobs Pipeline Update (Save the Date, Upcoming Job Fair, April 15, 2019)
Presentation Presenter: Kiearha Davidson, Human Resources Manager

Agenda Items for Consideration

Ordinance

Department of Public Works

11. First Reading of Ordinance to Amend Subsection 118-76.01(B) (1) ("Standard Concentration Limits") of Article III ("Sewer Use and Pretreatment") of Chapter 118 ("Utilities") of the Municipal Code of Pontiac Michigan ("Municipal Code") (This item was postponed from March 12, 2019).

Resolutions

City Council

12. Resolution for the Week of the Young Child in Michigan April 8-12, 2019.

Department of Public Works

13. Resolution to Authorize Mayor to Sign Michigan Department of Transportation (MDOT) Contract for University Road Project.

Community and Economic Development

14. Resolution to Schedule a Public Hearing on the Reprogramming of Community Development Block Grant (CDBG) FY 2016 Funds of \$9,225.18 from Senior Center to Clearance & Demolition for April 9, 2019.

15. Resolution to Approve an Application for an Obsolete Property Rehabilitation Exemption Certificate for Kevadiya Properties, LLC at 84-100 N. Saginaw (Tax Parcel Number: 14-29-426-012) for 12 years, beginning December 31, 2019, and ending December 30, 2031, Pursuant to the Provisions of PA146 of 2000, as Amended.

Controller

16. Resolution to Authorize the City Clerk to Publish a Notice of Intent to Issue Capital Improvement Bonds and Authorize the Issuance of Capital Improvement Bonds, Series 2019A the Purpose of Paying all or Part of the Costs of Acquiring, Constructing, Furnishing and Equipping Improvements to the Parking Deck, Plaza and Related Improvements to the Facility Commonly Known as the Phoenix Center and Designate the Mayor and Finance Director as Authorized Officers to Take Such Other Actions and Make Such Other Determinations as may be Necessary to Accomplish the Sale and Delivery of the Bonds and the Transactions Contemplated by the Resolution.
17. Resolution to Authorize the Issuance of Bond Anticipation Notes, and Designate the Mayor And Finance Director to Take All Other Actions Necessary or Advisable to Enable the Sale and Delivery of the Notes as Contemplated by the Resolution.

Communications

Communication from the Mayor to the City Council

18. Regarding City Council Resolution Requesting that Giarmarco, Mullins & Horton, P.C., Assign Another Attorney to Appear at City Council Meetings - Options for Council Consideration.

Communication from the City Attorney

19. Letter from City Attorney to Confirm City Council March 12, 2019 Medical Marihuana Ordinance Update with Amendments.

Communication from the City Council to the Mayor

20. Council President Williams Requests that the Mayor Provide a Copy of the City's Employee Mileage Reimbursement Policy. Council President Williams Wants to Know When was the Policy Updated to Allow for Employees to Receive Mileage if they are Traveling Less than 50 Miles One Way on City Business. (This request was made at the March 12, 2019 Meeting for the policy to be provided at the next City Council Meeting.)

Resolution

21. City of Pontiac Resolution for the 2018-2019 Pontiac High School Boys Varsity Basketball Team

Mayor, Clerk and Council Closing Comments

Adjournment

MINUTES

March 12, 2019

**Official Proceedings
Pontiac City Council
75th Session of the Tenth Council**

Call to Order

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, March 12, 2019 at 6:02 p.m. by Council President Kermit Williams.

Roll Call

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

Members Absent: None

Mayor Waterman was present.

Clerk announced a quorum.

Amendments to the Agenda

19-76 **Motion to Add Amendments to the Revised Carter/City Council Zoning Text Amendment for Medical Marihuana Facility Uses Dated February 28, 2019 as Item 5b to the Agenda.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-77 **Motion to Add Resolution Requesting that Giarmarco, Mullins & Horton, P.C. Assign Another Attorney to Appear at City Council Meetings to the Agenda.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Williams, Carter and Miller

No: Pietila, Waterman, Woodward

Motion Carried.

19-78 **Motion to Postpone Agenda Item 12 until March 26, 2019- First Reading of Ordinance to Amend Subsection 118-76.01(B) (1) ("Standard Concentration Limits") of Article III ("Sewer Use and Pretreatment") of Chapter 118 ("Utilities") of the Municipal Code of Pontiac**

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Michigan (“Municipal Code”). Moved by Councilperson Woodward and seconded by Councilperson Pietila.

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

No: None

Motion Carried.

19-79 **Motion to Add Resolution to Extend Moratorium on Acceptance of Applications for Medical Marihuana Facilities to April 15, 2019 to the Agenda.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-80 **Approval of the Amended Agenda.** Moved by Councilperson Pietila and second by Councilperson Woodward.

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

No: None

Motion Carried.

19-81 **Approve Minutes of March 5, 2019.** Moved by Councilperson Woodward and second by Councilperson Pietila.

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

No: None

Motion Carried.

19-82 **Approve Minutes of March 7, 2019 Special Meeting.** Moved by Councilperson Pietila and second by Councilperson Woodward.

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

No: None

Motion Carried.

Fifteen (15) individuals addressed the body during public comment.

March 12, 2019

Presentation – Youth Recreation and Enrichment Report on Programming and Facilities
Presentation Presenters: Jason Crute, Youth Center Manager, Robert Burch, Assistant Youth Center Manager, and Jonas Gray, Sports Manager.

19-83 **Resolution Adopting an Emergency Ordinance Over Mayor's Veto.** Moved by Councilperson Taylor-Burks and Second by Councilperson Carter.

WHEREAS, on March 7, 2019, the City Council of the City of Pontiac passed an emergency ordinance to approve a Zoning Text Amendment of the City's Zoning Ordinance to include Medical Marijuana Facilities within the City of Pontiac. (This is the Revised Carter/City Council Ordinance that was a communication sent from the City Council to the Planning Commission on February 26, 2019. This ordinance and amendment was moved by Councilwoman Taylor-Burks and Seconded by Councilwoman Miller on February 5, 2019 to be referred to the Planning Commission to be considered at its Meeting on March 6, 2019 at 6:30 p.m. The motion was approved by the City Council.); and,

WHEREAS, on March 8, 2019, the Mayor vetoed the emergency ordinance consistent with the procedure set forth in Pontiac City Charter Provision 3.112 (f); and,

WHEREAS, Pursuant to Pontiac City Charter Provision 3.112 (f), the City Council wishes to reconsider the emergency ordinance for adoption over the Mayor's veto. Five (5) affirmative votes are required by Pontiac City Charter Provision 3.112(f),

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council that the Council hereby adopts the Emergency Ordinance over the Mayor's veto.

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

No: None

Resolution Passed.

19-84 **Motion to Include the Following Amendments to the Revised Carter/City Council Zoning Text Amendment for Medical Marihuana Facility Uses Dated February 28, 2019.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

1. Amend Section 2.203, Table 2: All Medical Marihuana facility uses located in the Medical Marihuana Overlay Districts are a Principal Permitted use. Any Medical Marihuana facility uses located outside the three Overlay Districts require a Special Exception Permit.
2. Remove C-0 zoning district from Table 2.

3. Medical Marihuana Overlay Districts include Cesar Chavez, Walton Blvd and C-2 Downtown.
4. Medical Marihuana Provisioning Centers, Safety Compliance and Secure Transporters are permitted in the C-3 zoning district located inside the Medical Marihuana Overlay District.
5. Medical Marihuana Growers and Processors are permitted in the M-1, M-2, and IP-1 zoning district located in the Medical Marihuana Overlay District.
6. No more than five Provisioning Centers shall be established in each of the Medical Marihuana Overlay Districts including Cesar Chavez, Walton Blvd, and C-2 Downtown Overlay Districts.
7. Remove C-0 zoning district
8. No more than five Provisioning Centers shall be established in the C-1, C-3, and C-4 zoned properties combined, outside the Medical Marihuana Overlay Districts.
9. Marihuana Grower and Processor are not permitted outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts.
10. Medical Marihuana Safety Compliance and Secure Transporter are permitted in the Cesar Chavez, Walton Blvd, and C-2 Downtown Medical Marihuana Overlay Districts and in the C-1, C-3, C-4, M-1 and M-2 zoned properties outside the Medical Marihuana Overlay Districts.
11. Any Medical Marihuana uses outside the Medical Marihuana Overlay Districts are subject to Planning Commission approval following Standards for Approval of Section 6.303 for Special Exception Permits and Article 2, Chapter 5 Development Standards for Specific Uses.
12. Cesar Chavez Overlay District expanded to include Kennett Road landfill and remove references to Medical Marihuana facility uses to maintain frontage along Cesar Chavez, Pershing Ave, Durant Ave, Inglewood Ave and Ojista Ave.
13. Expand the Walton Blvd Overlay District to the east and terminate at Fuller Street.
14. Remove all areas north of Collier Road from the Walton Road Overlay District.
15. Provisioning Centers, Safety Compliance, and Secure Transporters located outside the Medical Marihuana Overlay Districts shall comply with the residential buffer distance restriction of 250 feet from residential-zoned properties.

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16. Buffer distance restrictions between the school, childcare center, public park, religious institution, or a residential zoned property and the contemplated Medical Marihuana facility location shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the school, childcare center, religious institution, residential dwell unit or from the playground equipment in a public park, and from the primary point of ingress to the Medical Marihuana facility along the centerline to the primary street address building entrance.
17. Planning Commission shall be the Special Exception and Site Plan Review Authority for the Medical Marihuana uses outside the Medical Marihuana Overlay Districts and the Site Plan Review Authority for Medical Marihuana uses in the Medical Marihuana Overlay Districts.
18. Standards for Special Exception approval of Medical Marihuana uses by the Planning Commission, the Commission shall review each application for the purpose of determining that each Medical Marihuana facility on its location will:
 - Not impact surrounding residential neighborhoods.
 - Provide easy access for patients with accessible parking.
 - Be adequately served by utilities with sufficient capacity.
 - Corridors and streets have the capacity to accommodate potential increases in traffic volumes.
 - Demonstrate a safe and security environment, and uphold the public welfare of the community.
 - Do not add unintended or impromptu costs to City and municipal services.
 - Comply with Section 6.303 Standards for Approval in the Pontiac Zoning Ordinance.

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

No: Pietila

Motion Carried

19-85 **Motion to Suspend the Rules to Vote on Agenda Item 5c Resolution to Extend Moratorium on Acceptance of Applications for Medical Marihuana Facilities until April 15, 2019.**
Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

March 12, 2019

19-86 **Resolution to Extend Moratorium on Acceptance of Applications for Medical Marihuana Facilities until April 15, 2019.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

WHEREAS, the City of Pontiac (the "City") desires to maintain its long tradition of protecting the City and the environment within its borders, and promoting compatible land uses; and

WHEREAS, the City has not completed amendments to its zoning ordinance to include Medical Marihuana Facilities within the City of Pontiac; and

WHEREAS, certain aspects of medical marihuana facilities are subject to City regulation under its zoning ordinances; and

WHEREAS, in order to allow the City an opportunity to develop appropriate regulations upon those aspects of medical marihuana facilities operations which the City is authorized to regulate, it is in the public interest to extend the moratorium on the acceptance of applications by the City for medical marihuana facilities;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That effective upon adoption of this Resolution the moratorium will continue until April 15, 2019, on the acceptance, review or action by the City Clerk or any other City employee of application for any medical marihuana facilities.
2. The moratorium is not intended to infringe upon the jurisdiction reserved to State or federal agencies, which have jurisdiction over such subjects.
3. The City shall proceed promptly to investigate and consider appropriate regulations and amendments to the City zoning ordinance.

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

No: None

Resolution Passed.

19-87 **Motion to Suspend the Rules to Vote on Agenda Item 7 Resolution to Schedule a Public Hearing on March 26, 2019, Pursuant to PA 146 of 2000, as Amended, to Establish an Obsolete Property Rehabilitation (OPRA) District Consisting of the Following Parcel: 84-100 N. Saginaw, Pontiac, MI 48342, Tax Parcel Number: 14-29-426-012- Kevadiya Properties,**

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LLC and Agenda Item 8 Resolution to Schedule a Public Hearing on March 26, 2019, Pursuant to PA 146 of 2000, as Amended, to Approve an Obsolete Property Rehabilitation (OPRA) Application for the Following Parcel: 84-100 N. Saginaw, Pontiac, MI 48342, Tax Parcel Number: 14-29-426-012.- Kevadiya Properties, LLC. Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: Miller

Woodward was not present for the vote.

Motion Carried.

19-88a **Resolution to Set Public Hearing on the Application from Kevadiya Properties LLC to create an Obsolete Property Rehabilitation District.** Moved by Councilperson Pietila and second by Councilperson Taylor Burks.

WHEREAS, Kevadiya Properties, LLC has submitted an application for an Obsolete Property Rehabilitation District to rehabilitate 84-100 N. Saginaw into Kevadiya Inc., headquarters; and

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

WHEREAS, a public hearing on the establishment of the Obsolete Property Rehabilitation District is requested to be held before the Pontiac City Council at a regular City Council Meeting held on Tuesday, March 26, 2019 at 6:00 p.m. in the evening in the City Council Chambers at Pontiac City Hall, Pontiac, Michigan for the following property;

Land situated in the City of Pontiac, Oakland County, Michigan, to-wit:

Commonly known as: 84-100 N. Saginaw, Pontiac, MI 48342

Tax Parcel Number: 14-29-426-012

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council, direct the City Clerk to schedule a public hearing on March 26, 2019 in accordance with the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended) for the approval of an Obsolete Property Rehabilitation District.

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

No: Miller

March 12, 2019

Woodward was not present for the vote.

Resolution Passed.

19-88b **Resolution to Set Public Hearing on the Application from Kevadiya Properties, LLC for the Approval of an Obsolete Property Rehabilitation Application Certificate.** Moved by Councilperson Pietila and second by Councilperson Taylor Burks.

WHEREAS, Kevadiya Properties, LLC has submitted an application for an Obsolete Property Rehabilitation Certificate to rehabilitate 84-100 N. Saginaw into Kevadiya Inc., headquarters; and

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

WHEREAS, a public hearing on the establishment of the Obsolete Property Rehabilitation District will be held before the Pontiac City Council at a regular City Council Meeting on Tuesday, March 26, 2019 at 6:00 p.m. in the evening; and

WHEREAS, Following the public hearing for the establishment of the Obsolete Property Rehabilitation District, a public hearing will be held for the Application for the Obsolete Property Rehabilitation Certificate for the following property;

Land situated in the City of Pontiac, Oakland County, Michigan, to-wit:

Commonly known as: 84-100 N. Saginaw, Pontiac, MI 48342

Tax Parcel Number: 14-29-426-012

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council, direct the City Clerk to schedule a public hearing on March 26, 2019 in accordance with the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended) for the approval of the Obsolete Property Rehabilitation Application Certificate.

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

No: Miller

Woodward was not present for the vote.

Resolution Passed.

March 12, 2019

Agenda Item 9- Resolution to Reinstate the Salary for the Deputy Director of Community Development to \$73,892 as Originally Budgeted in Fiscal Year 2018-19.

Council President Williams requested that the Administration revised the resolution to state the name of the candidate and their qualifications.

Councilwoman Waterman asked to be excused from the meeting.

19-89 **Resolution to Approve the Rollover Budget Amendments for the Fiscal Year 2018-2019 as requested by the Mayor and Department of Public Works as detailed in the attachment labeled exhibit A.** Moved by Councilperson Miller and Second by Councilperson Taylor-Burks.

WHEREAS, the City of Pontiac timely approved the 2018-2019 budget on June 8, 2018, and;

WHEREAS, the Mayor has reviewed the department of public works requests for rollover of unused appropriations in the previous fiscal year, 2017-2018, and;

WHEREAS, the Mayor is proposing to the City Council to increase the appropriations for the current year 2018-2019 for the funds and amounts described in exhibit A and below as necessary to complete the projects that the City Council had fully funded and approved in the last fiscal year but were not timely expended. Those amounts are:

- General Fund - \$23,526
 - Public Works - \$3,526
 - Recreation and Culture - \$20,000
- Local Street Fund - \$1,736,214 (net)
 - State Grant Revenue - \$121,157
 - Public Works - \$1,857,371
- Cemetery Fund - \$4,828
 - General Government - \$4,828
- Senior Center Fund - \$204,600
 - Recreation and Culture - \$204,600
- Capital Improvement Fund - \$1,537,000
 - General Government - \$1,457,000
 - Public Safety - \$80,000

WHEREAS, the increased appropriations will not cause the fund balance in any of the funds to go below the policy mandated thresholds and;

March 12, 2019

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Pontiac approves the rollover budget amendments for the fiscal year 2018-2019 as requested by the Mayor and department of public works above and detailed in the attachment labeled exhibit A.

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

No: None

Resolution Passed.

Reports

Agenda Item 13 Monthly Check Register

The City's employee mileage reimbursement policy was discussed.

Communication to the Mayor

Council President Williams requested that the Mayor provide a copy of the City's employee mileage reimbursement policy at the next City Council meeting. Council President Williams wants to know when was the policy updated to allow for employees to receive mileage if they are traveling less than 50 miles one way on City business.

19-90 **Motion to Suspend the Rules to Vote on Resolution Requesting that Giarmarco, Mullins & Horton, P.C. Assign Another Attorney to Appear at City Council Meetings** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

No: None

Motion Carried.

19-91 **Resolution Requesting that Giarmarco, Mullins & Horton, P.C. Assign Another Attorney to Appear at City Council Meetings** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

WHEREAS, Giarmarco, Mullins & Horton, P.C. provides legal representation for the City of Pontiac; and,

WHEREAS, Anthony Chubb is an attorney with the Giarmarco, Mullins & Horton, P.C. law firm; and,

WHEREAS, Anthony Chubb has been assigned by Giarmarco, Mullins & Horton, P.C. to the Pontiac City Council and to appear at City Council meetings as the City Attorney; and

March 12, 2019

WHEREAS, there has been a break-down of the attorney client relationship between the Pontiac City Council and attorney Anthony Chubb; and,

WHEREAS, Rule 1.16 of the Michigan Rules of Professional Conduct, Declining or Terminating Representation, more specifically Discharge, allows a client to discharge a lawyer at any time, with or without cause, subject to liability for payment for the lawyers services; and,

WHEREAS, pursuant to a fee agreement, the Pontiac City Council provides monetary compensation to Giarmarco, Mullins & Horton, P.C. for providing representation and appearances at each Pontiac City Council meeting.

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby requests that Giarmarco, Mullins & Horton, P.C. assign another attorney to appear at City Council meetings.

Ayes: Taylor-Burks, Williams, Carter and Miller

No: Woodward and Pietila

Resolution Passed.

Council President Kermit Williams adjourned the meeting at 8:18 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

Exhibit A**General Fund - 101**

		2018-2019		2018-2019
		Current Budget	Proposed Amendment	Amended Budget
Appropriations				
	Public Works	2,681,356	3,526	2,684,882
	Recreation and Culture	700,610	20,000	720,610
Net Revenues/Appropriations		(23,526)		
General Fund				
NET REVENUES/APPROPRIATIONS		(3,549,995)	(23,526)	(3,573,521)
Audited - Use of Assigned fund balance 18		(3,550,000)		(3,550,000)
NET REVENUES/APPROPRIATIONS		(5)		(23,521)
Audited - Nonspendable fund balance FY 18		15,278		15,278
Audited - Committed fund balance FY 18		3,200,000		3,200,000
Audited - Unassigned fund balance FY 18		10,593,924		10,593,924
Estimated fund balance 2019		13,809,202	-	13,785,681
Unassigned fund balance as a percentage of expenditures		27%		27%
Fund Balance policy		15%		15%

Local Streets - 203

Estimated Revenues				
	State Grants	1,522,860	121,157	1,644,017
Appropriations				
	Public Works	2,869,536	1,857,371	4,726,907
Net Revenues/Appropriations		(1,736,214)		
NET REVENUES/APPROPRIATIONS		(1,311,058)	(1,736,214)	(3,047,272)
Audited - fund balance FY 18		5,933,352		5,933,352
Estimated fund balance 2019		4,622,294	-	2,886,080
Unassigned fund balance as a percentage of expenditures		161%		61%
Fund Balance policy		10-20%		10-20%

Exhibit A

Cemetery Fund - 209

Appropriations	General Government	246,996	4,828	251,824
Net Revenues/Appropriations		3,341	(4,828)	(1,487)
Audited - fund balance FY 18		62,948		62,948
Estimated fund balance 2019		66,289	-	61,461
Unassigned fund balance as a percentage of expenditures		27%		24%
Fund Balance policy		10%		10%

Senior Activities Fund - 212

Appropriations	Recreation and Culture	452,021	204,600	656,621
Net Revenues/Appropriations		(97,265)	(204,600)	(301,865)
Audited - fund balance FY 18		969,486		969,486
Estimated fund balance 2019		872,221	-	667,621
Unassigned fund balance as a percentage of expenditures		193%		102%
Fund Balance policy		10%		10%

Capital Improvements - 445

Appropriations	General Government	721,333	1,457,000	2,178,333
	Public Safety	178,000	80,000	258,000
Net Revenues/Appropriations		(776,010)	(1,537,000)	(2,313,010)
Audited - fund balance FY 18		2,800,087		2,800,087
Estimated fund balance 2019		2,800,087	-	2,800,087
Unassigned fund balance as a percentage of expenditures		118%		15%
Fund Balance policy		15%		15%

#2

SUB

COMMITTEE

REPORT

Minutes of the Public Safety Subcommittee

Meeting was held on March 8, 2019

In attendance were Councilmembers, Mary Pietila, and Don Woodward

OCSO Deputy Sgt Stoner, Fire Department Fire Chief, Fire Operations manager Will White, Star High Risk Manager, Brian Long.

Absent - Council ProTem Carter, Mayor Waterman and Deputy Mayor Bias-DiSessa

1. Meeting got underway at 9:30 including concerns brought by Mr. Balint, who was speaking to Sgt. Stoner regarding Council Presidents concern about cars driving above the speed limit on eastbound Auburn, it was brought to Mr. Balints, attention that was a posted 45 mph speed limit, and that the difference in 10 miles may seem like one is speeding, but actually they are driving the speed limit.

Sgt. Stoner suggested a speed control using a smart card which helps with complaints regarding speeding, a common problem on Montcalm, Stanley, Sarasota as well as Auburn and others. This equipment records the time of the speeders on a consistent basis, which alleviates a Deputy sitting in this area of inactivity.

It was mentioned by Councilman Woodward a cross walk may be implemented on Telegraph as he along with County Treasurer contacted MDOT, with concerns of the decreasing pedestrian accidents due to jaywalking. Sgt Stoner did mention Jaywalking is a ticket able offense as is parking left wheel to curb and 18 inches from the curb, as this was mentioned to us by DPW staff we asked him to do what they have to as it is a violation of Motor vehicle code.

2. Mr. Long mentioned that Bryans Hope Director Jeanie Richards has passed. Ms Richards is responsible for bringing Narcan training to Oakland County, more specifically on a regular basis to 63 Oakland and training citizens as well as Emergency Personnel.

O.U. Med program will be interviewing Star employees for Job fatigue – specifically addressing O.T.

8 new Basic EMT's have been hired since we last met, although the state is still short on Medics, which also has impacted Fire Departments State wide.

Car Seat checks are ongoing, on the 3rd Thursday of each month starting at 11:00. Reservations are preferred; please call Oakland County Health Department to be added to the list, this is to ensure there are enough car seats available.

Driver stimulator is up and being used for Training.

3. Deputy Chief did share the Battalion Chief is now located at Station 1, more convenient for meetings with command. However there is still a command officer at each station.

Pediatric live support EMS training is ongoing

At this time our meeting adjourned as Deputy Chief and Operations Manager White were called to a fire on W. Wilson.

Meeting adjourned at 10:30 a.m. Minutes recorded by Chair Pietila.

#4

**PUBLIC
HEARING**



City of Pontiac

City Council Memo

Economic Development

To: Honorable Mayor Waterman, Council President and City Council

From: Rachel Loughrin, Director of Economic Development

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

Date: 3.20.19

RE: Application for Obsolete Property Rehabilitation Certificate Approval (OPRA)
84-100 N. Saginaw – One public hearing to be held on 3/26/19

Dear Mayor, Council President and City Council Members,

Please note that a change has been made to this agenda item based on information that has been shared with the City of Pontiac from Oakland County. In the original request, two public hearings were to be held. The first was to create the Obsolete Property Rehabilitation District, the second to approve the certificate application.

In following the State required processes for the request, the Interim Clerk sent notice of the OPRA application to Oakland County. In response, the County forwarded records from their files dating back to 2002, notifying us of the existing OPRA district that encompasses all of Downtown Pontiac and its immediate surrounding area just outside of the loop. For your review, these records are attached to this agenda item in the form of a certified resolution and GIS map that outlines the area of the legal description included as Exhibit A to the resolution.

Kevadiya Inc. is an IT consulting and product engineering firm currently located in the City of Pontiac. Their operations have grown and they have purchased 100 N. Saginaw to use as their new corporate headquarters.

Kevadiya will be investing \$1,500,000 for the rehabilitation and remodel of the building.

Kevadiya is requesting the approval of an Obsolete Property Rehabilitation Certificate to help facilitate the growth of their company and the renovation and rehabilitation of their new home in the City of Pontiac. The Obsolete Property Rehabilitation Act (PA146 of 2000, as amended) provides for a tax incentive to encourage the redevelopment of buildings that are obsolete, blighted, contaminated or functionally obsolete.

With the approval of this request 84 permanent high-paying full time jobs will be moved into the north-end of the downtown bringing to life a vacant 21,000 square foot building. The company has also provided the City with a commitment, through their development agreement, to bring interns on board from Pontiac schools, help provide STEM programming at the Pontiac Youth Recreation Center and to build the much needed transportation plan that will be used to finalize the transportation system for City of Pontiac students from school to the Pontiac Youth Recreation Center.

RESOLUTION OF THE PONTIAC CITY COUNCIL

STATE OF MICHIGAN)
)ss
 COUNTY OF OAKLAND)

WHEREAS, by Resolution adopted by the Pontiac City Council on the 19th day of December, 2002, the City Council set forth a proposal to establish an Obsolete Property Rehabilitation District pursuant to the provisions of Act 146 of the Public Acts of 2000 (MCLA 125.2781 et. al.; MSA 3.540(2781) et. al.), as amended, in connection with property hereinafter more fully described, and did set a hearing time, place and date, in connection therewith; and

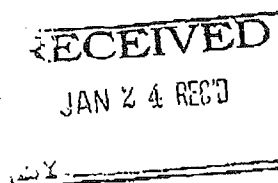
WHEREAS, the City of Pontiac does levy ad valorem taxes at a rate which, when taken together with the rates of ad valorem taxes levied by any other taxing authority which levies taxes within the City of Pontiac, equals or exceeds \$30.00 for each \$1,000 of state equalized valuation, and the City does levy an income tax; and

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

WHEREAS, the real property within the proposed District is obsolete property in an area characterized by obsolete commercial property or commercial housing property or the real property within the proposed District is commercial property that is obsolete property that was owned by a qualified local governmental unit on the effective date of the Act, and subsequently conveyed to a private owner; and

WHEREAS, a public hearing on the establishment of the Obsolete Property Rehabilitation District has been held before the Pontiac City Council at a regular City Council Meeting held on Monday, December 30, 2002 at 7:00 P.M. in the evening, in the Council Chambers at Pontiac City Hall, Pontiac, Michigan, and the owners of all real property within the proposed Obsolete Property Rehabilitation District and any other resident or taxpayer of the City of Pontiac were afforded the opportunity and the right to appear and be heard; and

WHEREAS, a notice of said public hearing was posted in the City Clerk's Office.



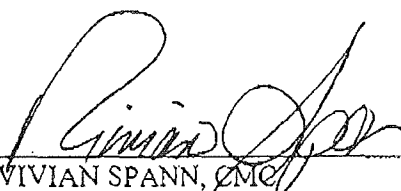
NOW, THEREFORE, BE IT RESOLVED, that pursuant to Act 146 of the Public Acts of 2000, (MCLA 125.2781 et. al.; MSA 3.540(2781) et al.) as amended, the Pontiac City Council does hereby establish an Obsolete Property Rehabilitation District consisting of the following described land:

Land situated in the City of Pontiac, County of Oakland, State of Michigan, described as: (Real property encompassing what is commonly...)

See the attached Exhibit "A".

I, Vivian Spann, City Clerk of Pontiac, Michigan, do hereby certify that the foregoing is a True Copy of a Resolution adopted by the Pontiac City Council at a regular meeting held on, Monday, December 30, 2002.

Given under my hand and seal of
The City of Pontiac, Michigan
This 2nd day of January, A.D., 2003.



VIVIAN SPANN, CMC
Clerk of the City of Pontiac

EXHIBIT A

LEGAL DESCRIPTION
OF
OBSOLETE PROPERTY TAX DISTRICT
CITY OF PONTIAC, MICHIGAN

Property located in the N.E.¼ of Section 32, N.W.¼ of Section 33, W.¼ of Section 28 and E.½ of Section 29, Township 3 N., Range 10 E., City of Pontiac, Oakland County, Michigan, being more particularly described as follows:

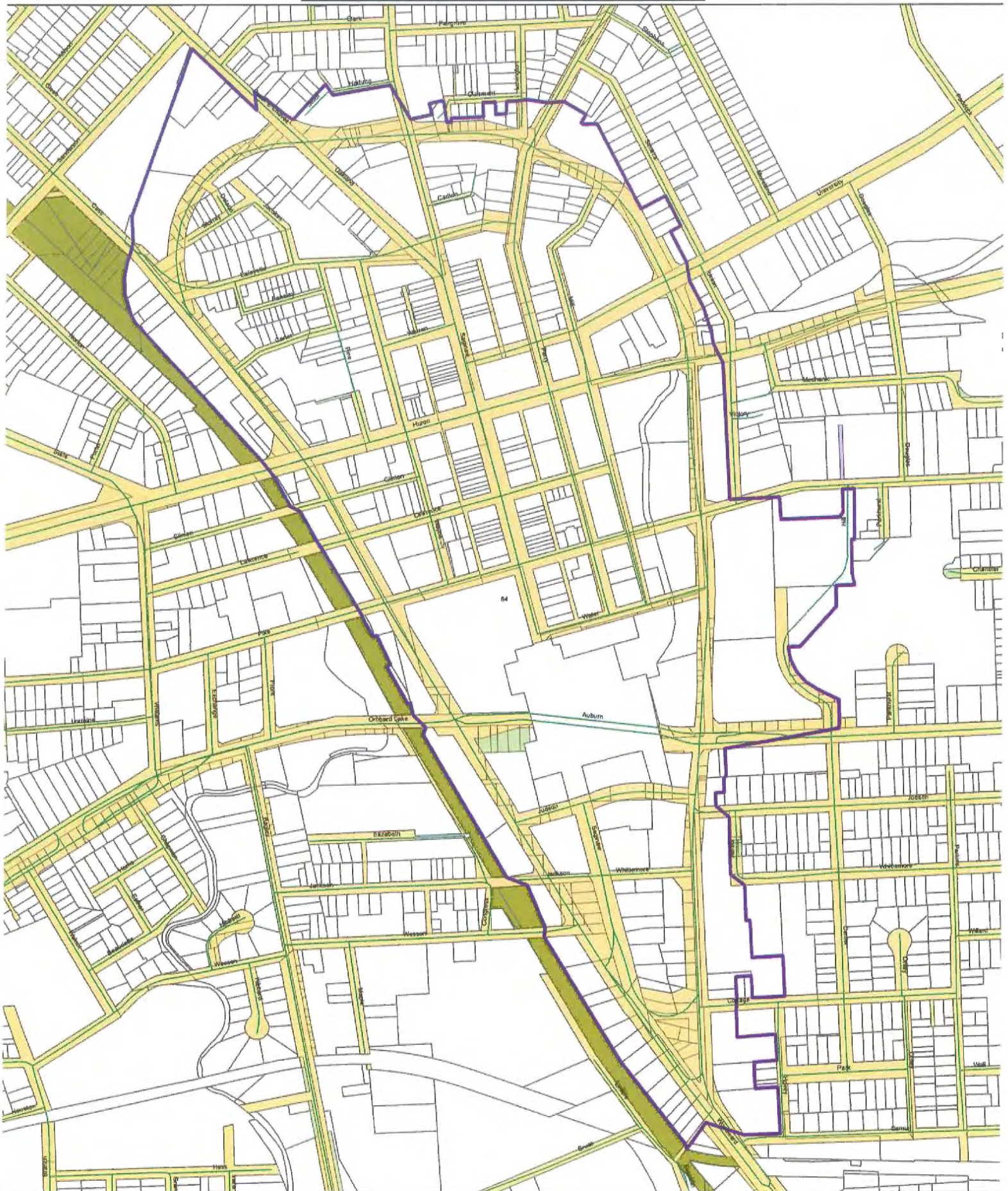
Beginning at a point on the northerly ROW line of Huron Street (M-59) at the point of intersection of the easterly ROW line of the G.T.W.R.R. ROW (said point also being the southwesterly corner of Lot 1 of Cornstock & Paddock's Addition); thence northwesterly along said G.T.W.R.R. ROW to the point of intersection of the westerly ROW line of Cass Avenue; thence northeasterly across said Cass Avenue to the southwesterly corner of Lot 118 of A.P. No. 119; thence northerly along the westerly line of said Lot 118 to the northwesterly plat line of A.P. No. 119; thence northeasterly along said plat line to the point of intersection of the westerly ROW line of Cesar E. Chavez Avenue; thence southeasterly to the northeasterly corner of Lot 121 of said A.P. No. 119; thence northeasterly across Cesar E. Chavez Avenue to the southwesterly corner of Lot 16 of A.P. No. 29; thence easterly along said Cesar E. Chavez ROW to a point where the southeasterly line of Lot 22 of A.P. No. 29 intersects said Cesar E. Chavez ROW line; thence northeasterly along the ^{northerly} northeasterly line of Lots 23 and 24 of A.P. No. 29; thence southeasterly along the easterly line of Lot 24 to the point of intersection with the southerly ROW line of Hartung Court; thence easterly along the southerly ROW line of Hartung Court to the northeasterly corner of Lot 10 of Hartung Court Addition; thence southeasterly across Saginaw Street to the southwesterly corner of Lot 5 of Hodges Plat; thence along the southerly line of said Lot 5 to the southeasterly corner of said Lot 5; thence northerly along the easterly line of said Lot 5 to the northeasterly corner of said Lot 5; thence easterly along the northerly line of Lot 5 of A.P. No. 28 to the northeasterly corner of said Lot 5; thence southerly along the easterly line of said Lot 5 to its point of intersection with the northerly ROW line of Woodward Avenue (formally Wide Track Drive); thence easterly along the northerly ROW line of Woodward Avenue, across Clairmont Street to a point on the westerly line of Lot 8 of Robertson Subdivision; thence northerly along the westerly line of said Lot 8 to the southwesterly corner of said Lot 8; thence easterly along the southerly line of Lots 5 through 8 of said Robertson Subdivision to the southeasterly corner of said Lot 5; thence northerly to the northeasterly corner of said Lot 5; thence Easterly along the southerly ROW line of Clairmont Street to the northwesterly corner of Lot 20 of Hodges Plat, thence southerly 60 feet along the westerly line of said Lot 20 to a point; thence easterly to a point on the easterly line of said Lot 20; thence

northerly 60 feet along the easterly line of said Lot 20 to the northwesterly corner of Lot 21 of Hodges Plat; thence easterly along the southerly ROW line of Clairmont Street to the northeasterly corner of said Lot 21; thence easterly across Lexington to the northwesterly corner of Lot 6 of A.P. No. 27; thence easterly along the northerly line of said Lot 6 to a point where it intersects with the westerly ROW line of Perry Street (M-24); thence easterly across Perry Street to the point on the northerly line of Lot 24 of A.P. No. 27, where it intersects with the easterly ROW line of Perry Street; thence easterly along the northerly line of said Lot 24 to the northeasterly corner of said Lot 24; thence southerly along the easterly line of Lot 24 to the southeasterly corner of said Lot 24; thence easterly along the northerly line of Lots 25 and 29 of A.P. No. 27 to the northeasterly corner of Lot 29 of said A.P. No. 27; thence southeasterly along the westerly line of Lots 6 through 13 of Pithers Addition to the southwest corner of said Lot 6; thence easterly along the southerly line of said Lot 6 to the southeasterly corner of said Lot 6; thence southerly along the westerly ROW line of Seneca Street to the northeasterly corner of Lot 2 of Pithers Addition; thence westerly along the northerly line of said Lot 2 to the northwesterly corner of said Lot 2; thence southerly along the westerly line of Lot 2 to the southwest corner of said Lot 2; thence southerly across University Drive to the northeasterly corner of Lot 9 of A.P. No. 46; thence southerly along the easterly line of said Lot 9 to the southeasterly corner of said Lot 9; thence southerly across the Clinton River ROW to the northeasterly corner of Lot 40 of said A.P. No. 46; thence southerly along the easterly line of said Lot 40 to the northerly ROW line of Huron Street (M-59); thence southeasterly across Huron Street to the northeasterly corner of Lot 1 of A.P. No. 142; thence southerly along the westerly ROW line of Union Street to the southeasterly corner of Lot 3 of said A.P. No. 142; thence easterly across Pike Street to a point distant 117.18 feet easterly from the northwesterly corner of Lot 2 of A.P. No. 137, located on the southerly ROW line of Pike Street; thence southerly 113.03 feet to a point located in vacated Hill Street; thence easterly 297.36 feet to a point located in Lot 10 of A.P. No. 137; thence northeasterly 29.59 feet to a point located in Lot 9 of A.P. No. 137; thence northerly to a point on the southerly ROW line of Pike Street, distant 206.02 feet easterly of the northwesterly corner of Lot 2 of A.P. No. 137; thence easterly along the southerly ROW line of Pike Street to a point distant 119.95 feet westerly of the northeasterly corner of Lot 8 of A.P. No. 137; thence southerly 254.55 feet to a point on the northerly line of Lot 25 of A.P. No. 137, distant 15.23 feet easterly of the northwesterly corner of Lot 25 of A.P. No. 137; thence westerly to the northwesterly corner of Lot 25 of A.P. No. 137; thence southerly along the westerly line of Lots 25, 26 and 30 of A.P. No. 137 to the southwest corner of Lot 30 of A.P. No. 137; thence southerly across vacated Chandler Avenue to the northeasterly corner of Lot 27 of A.P. No. 132; thence westerly along the southerly ROW line of vacated Chandler Avenue, to the northeasterly corner of Lot 26 of A.P. No. 132; thence southerly

105.93 feet along the easterly line of Lot 26 of A.P. No. 26; thence southwesterly 270.12 feet to a point on the southerly line of Lot 31 of A.P. No. 132 distant 59.36 feet from the southwesterly corner of Lot 31 of A.P. No. 132; thence westerly 59.36 feet to the southwesterly corner of Lot 31 of A.P. No. 132; thence southeasterly along the northeasterly and easterly line of Hill Street to a point on the northerly ROW line of Auburn Avenue distant 85.92 feet westerly from the southeasterly corner of Lot 56 of A.P. No. 132; thence southwesterly across Auburn Avenue to the northeasterly corner of Lot 4 of A.P. No. 133; thence southerly along the easterly line of said Lot 4 to the southeasterly corner of said Lot 4; thence southwesterly across an alley to the northeasterly corner of Lot 25 of said A.P. No. 133; thence southerly along the easterly line of said Lot 25 to the southeasterly corner of said Lot 25; thence westerly along the southerly line of said Lot 25 to the northeasterly corner of Lot 24 of said A.P. No. 133; thence southerly along the easterly line of said Lot 24 to the southeasterly corner of said Lot 24; thence southeasterly across Judson Street to the easterly line of Lot 50 of said A.P. No. 133; thence southerly across Alfred Street to the northeasterly corner of Lot 74 of A.P. No. 133; thence southerly along the westerly ROW line of Alfred Street to the northerly ROW line of Whittemore Street; thence southeasterly across Whittemore Street to a point distant 67.17 feet easterly of an extension of the westerly ROW line of Alfred Street, said point being on the southerly ROW line of Whittemore Street; thence southerly 178.66 feet; thence easterly 21.0 feet; thence southerly 187.21 feet to a point on the northerly line of Lot 58 of A.P. No. 134; thence easterly 156.0 feet to a point; thence southerly approximately 202.19 feet to the northerly ROW line of Cottage Street; thence westerly along the northerly ROW line of Cottage Street to the southeasterly corner of Lot 57 of A.P. No. 134; thence northerly along the easterly line of said Lot 57 to the northeasterly corner of said Lot 57; thence westerly along the northerly line of said Lot 57 to the northwesterly corner of said Lot 57; thence southerly along the westerly line of said Lot 57 to the southwesterly corner of said Lot 57; thence southerly across Cottage Street to a point on the southerly ROW line of said Cottage Street, said point being distant 132.0 feet easterly of the northwesterly corner of Lot 118 of Eastern Addition; thence southerly 132.0 feet; thence easterly 194.5 feet along the southerly line of said Lot 118; thence southerly 132.0 feet to the northeasterly corner of Lot 126 of said Eastern Addition; thence westerly 115.0 feet along the northerly line of said Lot 126; thence southerly 132.0 feet to a point on the southerly line of Lot 126; thence easterly 115.0 feet along the southerly line of said Lot 126 to the southeasterly corner of said Lot 126; thence southerly along the easterly line of Lot 133 of said Eastern Addition and Lot 1 of A.P. No. 62 to the southeasterly corner of Lot 1 of said A.P. Plat No. 62; thence westerly along the southerly line of said Lot 1 to the southwesterly corner of said Lot 1; thence northwesterly across Woodward Avenue (formally Saginaw Street) to the northerly most point of A.P. No. 88; thence southwesterly along the northwesterly plat line of said A.P. No. 88 to its point

of intersection with the northerly ROW line of the G.T.W.R.R. ROW; thence northwesterly across Franklin Road to the southwesterly corner of Lot 1 of Tomkinson's Addition; thence northwesterly along the easterly ROW line of the G.T.W.R.R. to the northwesterly corner of Lot 14 of A.P. No. 63; thence northerly across Wessen Street to the southwesterly corner of Lot 119 of A.P. No. 116; thence northwesterly along the easterly ROW line of the G.T.W.R.R. to the northwesterly corner of Lot 80 of said A.P. No. 116; thence northwesterly to a point on the northerly ROW line of Jackson Street where it intersects the easterly ROW line of the G.T.W.R.R.; thence northwesterly along the easterly ROW line of the G.T.W.R.R. to its point of intersection with the southerly ROW line of Orchard Lake Road; thence northwesterly across Orchard Lake Road to a point on the northerly ROW line of Orchard Lake Road where it intersects the G.T.W.R.R. easterly ROW line; thence northwesterly along the easterly ROW line of said G.T.W.R.R. to a point on the south ROW line of Pike Street; thence northerly across Pike Street to a point on the northerly ROW line of said Pike Street where it intersects the easterly ROW line of said G.T.W.R.R.; thence northwesterly along the easterly ROW line of the G.T.W.R.R. to a point on the southerly ROW line of Lawrence Street; thence northwesterly across Lawrence Street to a point on the northerly ROW line of Lawrence Street where it intersects the easterly ROW line of the G.T.W.R.R.; thence northwesterly along the easterly ROW line of the G.T.W.R.R. to a point on the southerly ROW line of Clinton Street; thence northwesterly across Clinton Street to a point on the northerly ROW line of Clinton Street where it intersects the easterly ROW line of the G.T.W.R.R.; thence northwesterly along the easterly ROW line of the G.T.W.R.R. to a point on the southerly ROW line of Huron Street (M-59); thence northerly across said Huron Street (M-59) to a point on the northerly side of Huron Street where it intersects the easterly ROW line of said G.T.W.R.R., said point being the point of beginning. Containing _____ acres ±.

Pontiac OPRA 12-30-2002



#5

**PUBLIC
HEARING**

City of Pontiac Resolution



19-88b **Resolution to Set Public Hearing on the Application from Kevadiya Properties, LLC for the approval of an Obsolete Property Rehabilitation Application Certificate** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks

Whereas, Kevadiya Properties, LLC has submitted an application for an Obsolete Property Rehabilitation Certificate to rehabilitate 84-100 N. Saginaw into Kevadiya Inc., headquarters; and

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

Whereas, a public hearing on the establishment of the Obsolete Property Rehabilitation District will be held before the Pontiac City Council at a regular City Council Meeting on Tuesday, March 26, 2019 at 6:00 p.m. in the evening; and

Whereas, Following the public hearing for the establishment of the Obsolete Property Rehabilitation District, a public hearing will be held for the Application for the Obsolete Property Rehabilitation Certificate for the following property;

Land situated in the City of Pontiac, Oakland County, Michigan, to-wit:

Commonly known as: 84-100 N. Saginaw, Pontiac, MI 48342

Tax Parcel Number: 14-29-426-012

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council, direct the City Clerk to schedule a public hearing on March 26, 2019 in accordance with the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended) for the approval of the Obsolete Property Rehabilitation Application Certificate.

Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) Kevadiya Properties, LLC								
Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) 3363 Vineyard Hill Dr. Rochester Hills MI 48306								
Location of obsolete facility (No. and street, City, State, ZIP Code) 84-100 N. Saginaw St. Pontiac MI. 48360								
City, Township, Village (indicate which) City of Pontiac		County Oakland						
Date of Commencement of Rehabilitation (mm/dd/yyyy) 5/1/2019	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 5/31/2020	School District where facility is located (include school code) Pontiac						
Estimated Cost of Rehabilitation	Number of years exemption requested 12	Attach Legal description of Obsolete Property on separate sheet						
Expected project likelihood (check all that apply): <table border="0"><tr><td><input checked="" type="checkbox"/> Increase Commercial activity</td><td><input checked="" type="checkbox"/> Retain employment</td><td><input checked="" type="checkbox"/> Revitalize urban areas</td></tr><tr><td><input checked="" type="checkbox"/> Create employment</td><td><input checked="" type="checkbox"/> Prevent a loss of employment</td><td><input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated</td></tr></table> Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment <u>145</u>			<input checked="" type="checkbox"/> Increase Commercial activity	<input checked="" type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas	<input checked="" type="checkbox"/> Create employment	<input checked="" type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
<input checked="" type="checkbox"/> Increase Commercial activity	<input checked="" type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas						
<input checked="" type="checkbox"/> Create employment	<input checked="" type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated						
Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. <input type="checkbox"/>								

APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.


The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents) Nilesh Patel	Telephone Number (619) 739-3435	Fax Number
Mailing Address 3363 Vineyard Hill Dr. Rochester Hills MI 48306	Email Address nilesh@kevadiya.com	
Signature of Company Officer (no authorized agents) Nilesh Patel	Digitally signed by Nilesh Patel Date: 2018.10.14 14:23:23 +04'00'	Title Owner

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 is to be completed by the Assessor.

Signature 	Date application received 3/8/19
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FOR STATE TAX COMMISSION USE		
Application Number	Date Received	LUCI Code

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date: _____		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)		
<input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>
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PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC).

Taxable Value		State Equalized Value (SEV)	
Building(s)			
Name of Governmental Unit	Date of Action on application	Date of Statement of Obsolescence	

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature	Date	
Clerk's Mailing Address	City	State	ZIP Code
	Telephone Number	Fax Number	Email Address

Mail completed application and attachments to: Michigan Department of Treasury
State Tax Commission
P.O. Box 30471
Lansing, Michigan 48909-7971

If you have any questions, call (517) 373-2408.

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

Application for Obsolete Property Rehabilitation Exemption Certificate

84 - 100 N. Saginaw Street

Pontiac, MI 48342-2111

The following must be provided to the local government unit as attachments to application:

(a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage).

Located on the corner of Saginaw street and University street in historic downtown Pontiac. The location is considered the epicenter of the downtown district. The property was originally developed as dwellings and a drug store. It was redeveloped in the 1919 as the building it is today. The building has been used primarily for retail establishments and offices. The current building is approximately 21,000 square feet.

(b) General description of the proposed use of the rehabilitated facility.

Project consists of the redevelopment of a Historic Building into a mixed-use development. The Lower floor will be used as an office space. The Middle floor will be used either as retail or business IT Incubator space. The upper floor of the building will be dedicated to the primary offices of the Kevadiya Inc., a Computer Technology business founded by property owner and his wife.

(c) Description of the general nature and extent of the rehabilitation to be undertaken.

The exiting parking on the site will be resurfaced with a new fence and repair of the existing retaining wall.

The West Elevation of the existing building will be restored to the original historic components as much as possible. This will entail removal of the second-floor metal panels, installation of historical relevant windows back in their original locations. Removal of the nonhistorical brick façade and installation of storefront windows and doors that are historically relevant. The South and East walls will be repaired as needed but will remain in place.

The interior of the building will be gutted down to the original historic character as much as possible. This will include opening the West side windows, exposing the existing tin ceilings and refinishing any existing wood floors.

(d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility.

- Roofing – re-roofed with new insulation and a membrane roofing system.
- Exterior walls – West Elevation skin removed to expose original 1919 architecture. Repair wall as needed. South, East and North walls to be tuckpointed as needed.
- Store fronts & exterior doors – Replace the non-historic store front with historical relevant systems to match the original design as close as possible.

- Windows – Install new windows on the West elevation to be Historically Relevant.
- Interior flooring – Exposed historic floors, repair and refinish if possible. Remaining floors will be finished with either wood, tile, carpet per the users needs.
- Interior ceilings & walls – Replaced or repaired painted gypsum on ceilings & walls. Repair or replace were possible any existing tin ceiling tiles.
- Mechanicals (HVAC, Electrical, Fire Suppression & Plumbing) – New configuration meet the needs of new tenants or uses.
- Elevator to be repaired or replaced to make it operable.
- New stairs and egress for current fire codes as needed.

(e) A time schedule for undertaking and completing the rehabilitation of the Facility.

December, 2018: Finance Commitments, OPRA approval, HTC approval, State CRP Approval, Brownfield TIFF approval

March, 2019: Finance Closing

March, 2019: Start Construction

December, 2019: Complete Construction

December, 2019: Occupy building

(f) A statement of the economic advantages expected from the exemption.

The repurposing and renovation of the Saginaw & University St. building in the core of this district will continue to enhance downtown Pontiac's comeback and people-centered activity. There is excitement to the rebirth of this historic district. The building stands as a great opportunity to continue and build on Pontiac's growth. The construction/rehabilitation of this building will bring many needed construction jobs to the area. The user is currently a computer technology company that is locating 22 employees into the building. Their plan is to grow to 50 employees within 4 years. The company is also bringing into the building an IT incubator company by using the HUB Zone program through the federal government. This will bring in approximately 75 high paying technology jobs into downtown Pontiac. All of these employees will be paying city, state and federal income tax as their high payroll levels bringing in much needed tax base to the local community. Additionally, these new potential 125 high paid employees will spend money in the local market which in turn will require those business to provide additional service jobs. Also, a HUB Zone company has to employee a certain percentage of people that live in the community, therefore, these employees will be living in Pontiac.

A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application.

See attached Statement of Obsolescence from Assessor.

AFFIDAVIT

STATE OF MICHIGAN)
CITY OF PONTIAC)
COUNTY OF OAKLAND)

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

I, David M. Hieber, MMAO (4), am the Assessor for the City of Pontiac, Oakland County, Michigan and make this affidavit in conjunction with an application under the Obsolete Property Rehabilitation Act (OPRA), PA 146 of 2000, as amended, for a commercial building and land improvements located at 90 and 100 N Saginaw, City of Pontiac, Oakland County, Michigan. The related parcel identified as follows: Parcel No. 64-14-29-426-012 *legal description attached.*

I, Jane Walsh MAO (3), did on October 4, 2018 inspect the above referenced parcel in the City of Pontiac and issue the following opinion:


It is my expert opinion that the commercial office building found on the above referenced property is functionally obsolete as defined in MCL 125.2652 of the Brownfield Redevelopment Financing Act. Based on the functional inutility, which is defined as an impairment of the functional utility of a property or building according to market tastes and standards; equivalent to functional obsolescence because ongoing change makes the plan, form, style, design, layouts, or features obsolete. (Appraisal Institute's Dictionary of Real Estate Appraisal *Fifth Edition*).

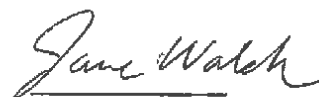
The current building is a two-story, 15,888 square foot office building with basement foundation. The entire building has suffered from extensive deferred maintenance over the last forty years. The exterior of the building has visible signs of water damage from roof leakage. The foundation appears to have issues affecting the structural integrity of the entire building. The existing parking area in the back of the building will require complete removal and replacement. All mechanicals, including heating and cooling, elevator and electrical systems require upgrading and/or replacement. Due to water leakage from the roof, interior walls, ceiling tiles, and flooring will need replacement. The water damage will also necessitate mold assessment and possible remediation. Some of the building contains asbestos which will also require assessment and removal. Due to current egress standards it is required that two new stairwells be constructed that will provide the required exits in the rear of the building. The existing stairwell will need to be assessed and possibly rebuilt to accommodate current floor load specifications for the building.

In the opinion of the Assessor, because of the deficiencies in the roof, structural integrity of the building, mechanical and parking replacement, combined with possible asbestos and mold remediation, the property suffers more than 50% functional obsolescence.

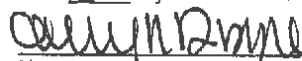
I, David M. Hieber, after inquiry and review of the findings of Jane Walsh, as well as review of records of the City of Pontiac related to this property find the above property functionally obsolete.

Further deponents sayeth not.


David M. Hieber


Jane T. Walsh

Subscribed and sworn to before me
This 5th day of October 2018


Notary Public *Cary Z. Dibble*

Oakland County, Michigan
My Commission Expires: 9/6/2021
Acting in the County of Oakland

HUB ZONE Office

100 N. Saginaw, Pontiac MI



Presented by:

West Investment Group, LLC

Pontiac, MI

HUB Zone Office

Contents

Item

1. Project Summary
2. Project Narrative / Description
3. Market Analysis
4. Financing
5. Community Impact
6. Employment (Job Creation)
7. Additional Special Factors
8. Development Team

1. Project Summary

Project Name:	HUB Zone Office 100 N. Saginaw, Pontiac, MI. 48342
Owner:	Kevadiya Properties, LLC; 2001 CenterPoint Pkwy #103, Pontiac MI 48341 Nilesh Patel
Developer Consultant:	West Investment Group, LLC; Kyle Westberg 79 Oakland Ave., Pontiac, MI. 48342
Contact:	Kyle Westberg 79 Oakland Ave., Pontiac, MI 48342 248-758-9925, ext. 111; kwestberg@westconstruction.com
Project Overview:	Project consists of the redevelopment of an obsolete building in Historic Downtown Pontiac into High Tech Office building. Project consist tenants will be a mix of the building owners company, Kevadiya Inc and incubator HUB Zone Companies.
Census Tract:	26125-141600
Estimate Total Project Size:	\$4.068 Million
Financing Sources:	\$683,000 Federal Historic Tax Credits, \$765,625 MEDC Community Reinvestment Program, \$1,320,000 Construction Loan \$1,320,000 Permanent Mortgage \$1,300,000 developer equity/deferred equity
Employment:	33 FE Construction Jobs 84 Permanent Jobs
Timeline:	Winter, 2019: Finance Commitments March, 2019: Finance Closing March, 2019: Start Construction August, 2019: Complete Construction September, 2019: Occupy Building

2. Project Narrative / Description

Location

Located on the corner of Saginaw street and University street in historic downtown Pontiac. The building was built between 1919 and 1924. A 1927 photograph (see coversheet) shows the original Neo-classical façade, storefronts, and awnings. At that time, “Hoods Market,” “F.C. Wood Real Estate,” and “bowling” were included on exterior signage. According to the 1927 Pontiac City Directory, Hood’s Market was a grocery store that sold “choice meats and poultry, fruits, vegetables and groceries.” F.C. Wood Real Estate is listed in the same city directory as “the exclusive agent for the Indian Village Subdivision.” The bowling was the Pontiac Recreation Club listed in the 1930 city directory.

Scope:

The ownership is proposing the renovation and construction of the property into a multi tenant office building. The upper floor and a portion of the lower floor of the building will be dedicated for the offices of Kevadiya Inc, a woman owned computer technology firm that specializes in Information Technology services for government agencies. The middle floor and a portion of the lower floor will be occupied by HUB Zone Companies. This space will provide flexible sharing style office use for IT and Computer science companies. These companies will primarily be incubator in nature securing HUB Zone set as side governmental contracts.

The current building is approximately 21,000 square feet with existing parking for approximately 60 cars. The exterior of the existing building will be restored to as close to the original historical character as possible. The front metal panels will be removed to expose the original window openings. A new storefront glass system and new second floor windows will all be installed to match the original architecture. The parking lot will be resurfaced as well.

All of the interior will be replaced with new materials, HVAC and electrical systems. The existing tin ceiling will be retained and repaired as needed.

Office Amenities:

The project will be developed with the idea to create a perceived “Sense of Place”. This “Sense of Place” will be identified through some of the following amenities that are being considered and offered to the office users

- Sustainable construction techniques using Green, and/or Energy Star techniques to allow for a healthy and energy efficient working space.
- Use of recycled and/or sustainable building materials.
- Open and spacious floor plans with high ceilings and historic style large pane windows
- Onsite secured parking for residents
- Vintage hardwood floors
- Fire protection system including sprinkler system and smoke alarms
- WIFI/Data/phone, cable and TV access
- Central air conditioning
- Central Kitchen/coffee station

In addition, this “Sense of Place” may also be attained by capitalizing on the amenities offered in Downtown Pontiac:

- Walkable community
- Flexible retail space
- Convenient parking
- Studio space area for artist, musicians, start-ups, small businesses
- Mix of commercial tenants and noncommercial activity
- Providing third spaces for casual social interaction – vest pocket parks, benches, coffee shops etc.
- Pedestrian circulation to reach the newly built transit center.
- City sidewalks, landscaping and lights to meet the historic character and charm of the district.
- Located in the core of historic downtown Pontiac, the area is attracting new businesses, loft residents and is becoming the go-to destination for new cultural and urban center activities, including.
 - Performing art theatres
 - Art galleries, crafts, artisan shops
 - Art Fairs, festivals, parades
 - Music, cultural events and venues
 - Micro- breweries, specialty restaurants, night clubs, private and public hall rental venues
 - Farmers market, Dream Cruise parties, city & business association events

3. Market Analysis

Need to get Market information for potential HUB Zone companies.

4. Financing

The City of Pontiac, Oakland County and The State of Michigan have illustrated through policy and available development incentives, a large initiative to revitalize Pontiac’s Downtown District. We intend to use these available tools to provide a comprehensive financing package that will allow the project to be built and sustainable over the long term.

- **MEDC –CRP Grant/equity:** Michigan Economic Development Corporation. Project is being evaluated to determine its eligibility for funding.
- **City of Pontiac OPRA and Brownfield TIF:** Applying for OPRA status – Obsolete Property Rehabilitation Act. This is a 12- year tax abatement setting the taxes and holding them at the pre-construction value. After the OPRA expires, then the Brownfield TIF will start its process.
- **Federal Historic Tax Credits** Get the building designated as a historic property, submit Part 1 and Part 2 applications are all in process.
- **Developer Equity**
- **Permanent Bank Debt**

5. Community Impact

The building has been under-utilized and has become a blighted property in Downtown Pontiac. Sitting next door to the District Court, thousands of visitors see the building weekly and due to its blight, the building shows a very bad image for the downtown.

After many years of neglect, abandonment and flight from downtown Pontiac, there has been a significant resurgence in the last few years of private and public investments, redevelopment of historic buildings, influx of new businesses and entrepreneurs moving into long vacated buildings property. Downtown Pontiac is under a new metamorphosis of promise and hope for a brighter future. The momentum is visible and is creating a more walkable and friendly main street experience. The repurposing and renovation of this building in the core of this district will continue to enhance downtown Pontiac's comeback and people-centered activity. There is excitement to the rebirth of this historic district. The building stands as a great opportunity to continue and build on Pontiac's growth. The construction/rehabilitation of this building will bring many needed construction jobs to the area, offer affordable eclectic office space, attract new residents to downtown living, and increase the retail and restaurant offerings to people who are looking to come to a go-to destination. This will bring vital commerce to the local economy. Once open, the building will bring new permanent jobs to the district as well. These jobs will bring in new capital to the district that will in turn require additional service jobs needing to be filled.

6. Employment:

Construction jobs for the project:

The estimated hard construction costs are listed below. The labor costs are estimated to be 70 percent of the hard construction costs and the material costs are the balance of 30 percent. In the same chart, soft costs are estimated to be 100 percent labor. The assumption is that the construction will take one (1) year to complete, therefore the calculations are based on that timeline. Pay and benefits for a construction worker in Oakland County averages approximately \$75,000 per year. Pay and benefits for a soft costs worker averages \$110,000 per year.

	<u>Total Costs</u>	<u>Hard Construction Costs</u>	<u>Soft Costs</u>
Project Costs:	\$4,068,000	\$2,800,000	
Material @30%		\$840,000	
Labor		\$1,960,000	\$730,000
Estimate Annual Wage		\$75,000/year	\$110,000/year
Estimated number of Jobs		26	7

Total number of estimated new construction period jobs is **33 jobs**.

Permanent Jobs:

The project will provide approximately 21,000 square feet of commercial space. The spaces will be built to accommodate the HUB Zone IT and computer service companies. Spaces will be designed to attract businesses that meet unmet needs and hire local workers from the community. It is anticipated that new businesses will produce new job opportunities.

Total number of estimated new permanent jobs is **84 jobs**

7. Additional Special Factors:

The building will be designed with a holistic approach. This approach will start with the project encompassing all of the Green Community and Energy Star ideas available to make it a cutting edge facility.

Within the project, the HVAC and electrical systems will be designed to the most efficient standards possible. Additionally, we envision the tenants of the building to be those who are attracted to environmental efficiency, conservation and community involvement in a downtown setting. We are expecting tenants to be urban pioneers of the small-town variety with personal interest in bonding together for working in a healthy and green environment. The project will offer amenities to fuel this healthy living within a creative and artistic environment.

8. Development Team:

Project Name:	HUB Zone Office 100 N. Saginaw, Pontiac, MI. 48342
Owner:	Kevadiya Properties, LLC; 2001 CenterPoint Pkwy #103, Pontiac MI 48341 Nilesh Patel
Developer Consultant:	West Investment Group, LLC 79 Oakland Ave., Pontiac, MI. 48342
Contact:	Kyle Westberg 248-758-9925, ext. 111 E-mail: kwestberg@westconstruction.com
Architect:	TDG Architects 79 Oakland Ave, Pontiac, MI. 48342 Brian Gill, RA, NCARB 248-874-1420 E-mail: bgill@tdgarchitects.com
General Contractor:	West Construction Services Contact: Brent Westberg 79 Oakland Ave. Pontiac, MI. 48342 Phone: 248-758-9925 E-mail: bwestberg1@westconstruction.com
Attorney:	TBD
Accountant Historic Consultant:	TBD Kidorf Preservation Consulting 451 East Ferry Street

Detroit, MI 48202
Contact: Kristine Kidorf
Phone: 313-300-9376

**Environmental:
Brownfield
Tax Credit
Consultant**

PM Environmental
Contact: Elizabeth Masserang
4080 W. Eleven Mile Rd
Berkley, MI 48072
Phone: 248-414-1441 E-mail: masserang@pmenv.com

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is effective as of March ____, 2019, between the City of Pontiac ("City"), a Michigan municipal corporation, and Kevadiya Properties, LLC ("Owner"), a Michigan limited liability company and Kevadiya Inc (Tenant), a Michigan Corporation

Recitals:

WHEREAS, the Owner has acquired title to real property commonly known as 100 N. Saginaw, Pontiac, in Oakland County, Michigan ("Property");

WHEREAS, the Owner desires to make substantial improvements to and redevelop the Property for future use ("Project");

WHEREAS, the Owner has requested an OPRA tax credit from the City of Pontiac to facilitate redevelopment of the Project;

WHEREAS, The Tenant will execute the Community Benefits per this agreement on behalf of the Owner.

WHEREAS, the City is executing this Agreement, to induce the Owner to redevelop a significant building in its downtown, and the parties acknowledge that development of the Project will contribute significantly to the economy of the City of Pontiac;

WHEREAS, the City's Mayor and City Council have determined that this Agreement is appropriate for the proposed development of the Project, is consistent with the public health, safety and welfare of the City's residents and businesses, and will result in positive impacts and benefits for the City and its residents and businesses; and

WHEREAS, the Owner's good faith estimate of the completion date for the Project is December 31, 2019 (the "Project Completion Date").

NOW THEREFORE, for good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, the City and the Owner agree as follows:

1. **Recitals.** The Recitals as set forth herein are represented to be true and accurate and are hereby incorporated as material terms of this Agreement.

2. **No Preemption.** Unless otherwise expressly provided herein, this Agreement shall not be deemed to waive, preempt, supersede, or render ineffective any applicable municipal or governmental laws, ordinances, codes, regulations or processes, including but not limited to zoning, economic incentives, taxes, assessments or fees, and Owner shall be subject to all review and approval processes required under the City's ordinances, regulations and rules.

3. **Owner's Additional Requirements.** Owner Agrees as follows:

A. Should Owner proceed with the Project, to prepare and submit to the City plans and specifications (the "Plans") for the improvements (each an "Improvement", and collectively, the "Improvements") provided that no work on said Improvements shall be

commenced until any necessary permit has been issued by the City's Building Safety Division or its designee.

B. To construct all improvements in accordance with the City's building code as approved by the City's Building Inspection Division.

C. Failure to comply with any of this development agreement's terms and conditions shall constitute a material breach of the Agreement and the parties each shall have all remedies in law and/or in equity necessary to ensure compliance by the other party.

4. **Contracts.** Owner shall provide City with letters from a licensed architect and licensed contractor confirming that they have been retained to assist with the development

5. **Community Benefits.**

A. In connection with the development and construction of the Project, the Owner has retained Pontiac Based Businesses to provide architectural, engineering, environmental and other professional and consulting firms services relating to the development and construction of the Project. For purposes of this Agreement, a "Pontiac Based Business" shall mean a business that is either (i) headquartered in the City, or (ii) has an office, store or other facility within the City. Owner shall require its general contractor to advertise available on-site jobs in local media and electronically on a City-sponsored website and social media, if such resources exist. In addition, Owner shall consult with and provide written notice to at least two (2) local hiring organizations, which may include non-profit organizations involved in referring eligible applicants for job opportunities, including through the Pontiac Jobs Pipeline which is operated through the City's Economic Development Department. Owner shall require its general contractor to consider in good faith all applications submitted by City residents and businesses and maintain a preference for hiring City residents and businesses that are qualified to perform the on-site jobs relating to the Project and construction of each component of the Project. Owner shall, in its agreements with its general contractor, include a requirement for this local hiring practice, and, in connection therewith, Owner will introduce such contractors to, and encourage such contractors to participate in, the "Community Ventures" program offered by the Michigan Economic Development Corporation.

B. Owner shall make all possible efforts to post notifications for residents of the City, which identify open positions.

C. Tenant shall work to provide internship opportunities to Pontiac High School students that are also City residents and that meet hiring requirements. These internships will be for a minimum of 10 hours per week and introduce the interns to practices searching for business opportunities.

D. Tenant shall work in conjunction with the City to identify fundraising opportunities to provide STEM programming at the Pontiac Youth Recreation and Enrichment Center. Given city support Owner will help initiate, manage team, and take responsibility for proper application for these government grants.

E. Owner agrees to spend not less than One Million Five Hundred Thousand Dollars (\$1,500,000), including building purchase price, on the Project by the time it is fully complete and occupied.

F. Owner and Tenant shall have created an economic benefit to the City taxpayers by redeveloping the Project and relocating their company, which will have employees that pay income taxes to the City.

G. Tenant will employ their expertise to develop a transportation plan for service from Pontiac schools to the Youth Center, as described in Exhibit A.

6. **Business Residency Requirement.** As a condition of receiving an OPRA, Owner agrees to operate the facility for which the certificate is granted for the term of the certificate. Should Owner vacate or fail to operate the facility for which the certificate is granted for the period of time outlined in this Section, then property tax savings benefiting the business due to the existence of the certificate can be revoked from the date the Owner vacated the facility.

7. **Building Development Requirement.** Owner shall devote all of the time, effort, resources and skill necessary for the development of the Project and further agrees to complete the following requirements (all of which shall occur as soon as reasonably practicable but in no event later than six (6) months after the receipt of all necessary City, County and State approvals for the approval of the OPRA. Owner shall submit all required documentation for the receipt of building permits to the City's Building Safety Division as follows:

A. Owner shall substantially complete repairs to the building enclosure located on the Property, including but not limited to, roof repair or replacement and compromised enclosure and asset preservation within Three Hundred sixty (360) days after issuance of the applicable building permit by the City's Building Safety Division.

B. Owner shall commence core and shell reconstruction so that the property is ready for tenant improvements within three hundred sixty (360) days after issuance of the applicable building permit by the City's Building Safety Division.

8. **Additional Requirements of City and Owner.** Both the City and Owner further agree as follows

A. This Agreement is not intended to create a contractual right for third parties.

B. This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

C. This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior written consent to such an assignment is received from City, which consent shall not be unreasonably withheld, conditioned or delayed. The City's failure to consent to a proposed assignment because the proposed assignee lacks the creditworthiness or development experience of the Owner shall not be deemed to be unreasonable. The City acknowledges that due to the nature and requirements from a lender or investor, a new entity may be formed for the

sole purpose of completing this project, and if so, the City shall consent to the assignment of this agreement and the OPRA certificate to that entity if so needed.

D. This agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and all applicable City ordinances. The venue for any action arising under this agreement shall be a court of appropriate jurisdiction in Oakland County.

E. This Agreement becomes null and void if the City doesn't approve a 12 year OPRA certificate.

9. **City Support.** The City shall, to the extent reasonably appropriate, support and reasonably cooperate with the Owner in connection with its development of the Project. This support includes, without limitation and as soon as reasonably practical: (i) cooperate with the Owner, wherever practical, in applying for Economic Development Incentives (defined below), other grants, benefits, awards, entitlements, licenses, consents, permits, approvals sought by the Owner in connection with the Project; (ii) submit to City Council, a resolution for the approval of the OPRA. For purposes of this Agreement, the term "Economic Development Incentives" specifically includes, but is not limited to, the following incentives: (i) Michigan Department of Environmental Quality Grant and Loan Programs; (iii) Michigan Economic Development Corporation/Michigan Strategic Fund Grant and Loan Programs, including the Community Revitalization Program ("CRP"); (iv) OPRA tax freeze; (v) Tenant Recruitment support to the downtown District and this Project; and (vi) Property Assessed Clean Energy ("PACE") through Oakland County.

10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns.

11. **Notice.** All notices, requests, consents and other communications under this Agreement must be in writing, shall be addressed to the receiving party's address set forth below or to any other address a party may designate by notice under this Agreement, and shall be either (i) delivered by hand, (ii) sent by nationally recognized overnight courier, or (iii) sent by certified mail, postage prepaid:

If to City:

City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342
Attention: Finance Department
Telephone: 248-758-3000

If to Owner:

Kevadiya Properties, LLC
100 N. Saginaw Pontiac, MI 48342
Attention: Nilesh Patel
Telephone: (619)739-3435
Email: nilesh@kevadiya.com

SIGNATURE as FOLLOWS:

The undersigned have executed this Agreement to be effective as of the date first written above.

CITY:

CITY OF PONTIAC, a Michigan
municipal corporation

By: _____

Deirdre Waterman

Its: Mayor

Date: February ____, 2019

OWNER:

Kevadiya Properties, LLC, a
Michigan limited liability company

By: _____

Its: Authorized Signatory

Date: February ____, 2019

Tenant:

Kevadiya Inc., a Michigan
Corporation

By: _____

Its: Authorized Signatory

Date: February ____, 2019

EXHIBIT A
PYREC Transportation Plan

City will appoint a special staff member to work on PYREC Transportation Plan. Owner will appoint a member of their team to work at a capacity of expert consultant to closely work with this specifically appointed City staff member to help build City transportation plan for conveying school-aged youths to Pontiac Youth Recreation Center (PYREC). PYREC staff will initially need to make determination of facility infrastructure capacity and availability of supervisory staff to handle the number of students signed for participation. This plan will be designed to consider most of the relevant factors which will have impact. These will include:

1. School name and participation level
2. School location and dismissal times
3. Number of participating school students
 - a. demographics as enrolled for PYREC activities
4. Number of available drivers and their work hours
5. Number of available vehicles
 - a. type
 - b. capacity

Assuming this information can be relied upon for scheduling purposes, Owner will work interactively with City staff member to construct alternative plans. These will be designed such that students will be transported from their home school to PYREC as quickly and with most efficient use of resources. It is further assumed that parents will be picking up their own children using the procedures currently used by the Pontiac Schools.

#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Rachel Loughrin, Director of Economic & Community Development

Thru: Office of Deputy Mayor, Jane Bais-DiSessa

DATE: March 21, 2019

RE: **Resolution to reinstate the Annual Salary for the Vacant Deputy Director of Community Development position at \$73,892, as originally budgeted.**

The position of Deputy Director of Community Development is a critical position for the Department of Economic and Community Development. Key responsibilities include tasks such as:

- Overview of the City's Rehabilitation Housing Program.
- Preparation of the City's Community Development Block Grant funds.
- Collaboration with policy experts to resolve community development issues and coordinates with all senior staff to represent the City at various meetings.
- Administers everyday functions for organization and coordinates with executive director to prepare all long-term strategies to assist in the development of the City's Economic and Community Development strategic departmental goals.
- Develop and maintain knowledge on all nonprofit and social justice organizations and manages all communication with the public.

Due to the reduction in this position's annual salary, it has been difficult to find a qualified candidate at the lower salary rate. As such, the following resolution to reinstate the salary for the vacant Deputy Director of Community Development position as originally budgeted is respectfully recommended for approval:

Whereas, the City Council passed resolution 18-456 to decrease the salary for the Deputy Director of Community Development at \$55,000 per year; and

Whereas, the City has determined that positions of similar responsibility in similar communities in the region pay a higher wage than that established by the City Council.

Whereas, the City has been identified qualified applicant, Gregory Eason, who has served not only as a Consultant in the public sectors for over twelve years in economic development activities, Mr. Eason holds a Masters of Business Administration, completed Neighborhood Stabilization Programs (NSP1 & NSP2), a Bachelor's degree in accounting, and has experience in City administration.

Now therefore, as recommended by the Executive Staff, the City Council reinstates the annual salary of the vacant Deputy Director of Community Development position at \$73,892, as originally budgeted.

#7

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

Executive Branch

TO: Pontiac City Council

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

DATE: March 6, 2019

RE: 2019 Pavement Joint and Crack Sealing Project – Michigan Joint Sealing, Inc.

The City of Pontiac received and publicly opened bids for the referenced maintenance project on Tuesday, February 19, 2019. Proposed work will be performed on various major streets throughout the city.

A total of four (4) bids were received for the project in the amounts as follows:

1. Michigan Joint Sealing, Inc.	\$ 96,740.90
2. Scodeller Construction	\$102,480.00
3. Highway Maintenance	\$114,980.57
4. Great Lakes Contracting Solutions	\$173,220.00

The Engineering Division has reviewed and based upon the attached is recommending the award to the low bidder, Michigan Joint Sealing, Inc.

Construction is scheduled to begin in mid to late May, as this work is weather sensitive, and will be completed by November 30, 2019.

Funding for the project is identified in the FY '19 Major Street budget.

Based upon the above and attached information, it is the recommendation of the Department of Public Works that the 2019 Pavement Joint and Crack Sealing contract be awarded to Michigan Joint Sealing, Inc., in the amount of \$96,740.90.

WHEREAS, The City of Pontiac has advertised and received responses to a request for proposal for the 2019 Joint and Crack Sealing Project on February 19, 2019 and publically opened bids, and,

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

WHEREAS, the City identified the low bidder as Michigan Joint Sealing, Inc.

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorized the Mayor to enter into a contract with Michigan Joint Sealing, Inc. for \$96,740.90 for the 2019 Joint and Crack Sealing Project.

REFERRAL/RECOMMENDATION FORM

DATE: March 6, 2019

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 _____



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: 2019 Crack Sealing Program

REMARKS: After a competitive process and a public bid opening, it is recommended
that Michigan Joint Sealing, Inc., be awarded the 2019 Crack Sealing 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."

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

Signature of Purchasing Agent:

Michelle A McKenzie

Date: 3/6/19

Approved by:

Signature of Deputy Mayor:

23.5f

Date: 3/6/19

☒ LARA ☒ CORPS ☒ SAM ☒ Income Tax ☒ Oakland County Property Info ☒ City A/P ☒ SBA

☒ MITN Profile ☒ Website ☒ Bid Tab ☒ Vendor List ☒ RFP ☒ Addendum (1,2,3)

31 pages 23 pages



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

VERIFY A LICENSE/REGISTRATION

Name	DBA Name	License Type	License Nbr	Address	Status	Enforcement Action
------	----------	--------------	-------------	---------	--------	--------------------

There were no records found matching the search criteria

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Many license numbers have recently changed. If you can't find the individual you are looking for based on a license number search please try searching by the individual's name. To see a complete list of license types that have been assigned new license numbers [click here](#).

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Online Filing System
Department of Licensing and Regulatory Affairs

ID Number: 800237595

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Summary for: MICHIGAN JOINT SEALING, INC.

The name of the DOMESTIC PROFIT CORPORATION: MICHIGAN JOINT SEALING, INC.

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800237595 Old ID Number: 231913

Date of Incorporation in Michigan: 06/28/1985

Purpose: All Purpose Clause

Term: Perpetual

Most Recent Annual Report: 2018

Most Recent Annual Report with Officers & Directors: 2018

The name and address of the Resident Agent:

Resident Agent Name: JERRY MIDGETT

Street Address: 28830 W 8 MILE RD, STE 103

Apt/Suite/Other:

City: FARMINGTON HILLS

State: MI

Zip Code: 48336-5905

Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City:

State:

Zip Code:

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	JERRY MIDGETT	28830 W 8 MILE RD, STE 103 FARMINGTON HILLS, MI 48336 USA
TREASURER	JERRY MIDGETT	28830 W 8 MILE RD, STE 103 FARMINGTON HILLS, MI 48336 USA
SECRETARY	JERRY MIDGETT	28830 W 8 MILE RD, STE 103 FARMINGTON HILLS, MI 48336 USA
DIRECTOR	JERRY MIDGETT	28830 W 8 MILE RD, STE 103 FARMINGTON HILLS, MI 48336 USA

Act Formed Under: 284-1972 Business Corporation Act

Total Authorized Shares: 50,000

Written Consent

View filings for this business entity:

ALL FILINGS
ANNUAL REPORT/ANNUAL STATEMENTS
ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION

[View filings](#)

Comments or notes associated with this business entity:

CORPS

[View assistance for SAM.gov](#)

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.
- ⚠ ALERT - Direct hyperlinks to the Federal Acquisition Regulation (FAR) are not working due to Acquisition.gov maintenance. SAM.gov will restore all hyperlinks as soon as the FAR is restored on Acquisition.gov.
- ⚠ ALERT - SAM.gov will be down for scheduled maintenance Saturday, 03/16/2019, from 8:00 AM to 3:00 PM (EST).

Search Results

Current Search Terms: Michigan Joint Sealing Inc*

Total records: 0

[Save PDF](#) [Export Results](#) [Print](#)

Result Page:

Sort by: [Relevance](#) Order by: [Descending](#)

Your search for Michigan Joint Sealing Inc* returned the following results...

No records found.

Result Page:

[Save PDF](#) [Export Results](#) [Print](#)

IBM-P-20190208-1620
WWW7

Search Records	Disclaimers	FAPIS.gov
Data Access	Accessibility	GSA.gov/LAE
Check Status	Privacy Policy	GSA.gov
About		USA.gov
Help		

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

SAM

Michelle McKenzie

From: Larry A. Kosofsky
Sent: Tuesday, March 5, 2019 1:45 PM
To: Michelle McKenzie
Subject: RE: Please check vendor for compliance

Hi Michelle,

I have no information on this business. Have they worked in the city previously?

Larry

From: Michelle McKenzie <MMcKenzie@pontiac.mi.us>
Sent: Tuesday, March 5, 2019 1:42 PM
To: Larry A. Kosofsky <lkosofsky@pontiac.mi.us>
Subject: Please check vendor for compliance
Importance: High

Hello Larry,

Please check this vendor for income tax compliance.

Michigan Joint Sealing, Inc.
28830 W. 8 Mile, Suite 103
Farmington Hills, MI 48336

Tax ID#: 38-2604296

Thank you,

Michelle L. McKenzie
Purchasing Agent/Fiscal Analyst
City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342
MMcKenzie@pontiac.mi.us
Direct Dial (248) 758-3120
Fax (248) 758-3197

income
tax

28830 EIGHT MILE STE 103 FARMINGTON HILLS, MI 48336 (Property Address)
 Parcel Number: 22-99-61-288-319 **Personal Property

Property Owner: MICHIGAN JOINT SEALING INC

Summary Information

> Assessed Value: \$190,310 | Taxable Value: \$190,310

> Property Tax Information found

No Images Found

Owner and Taxpayer Information

Owner	Taxpayer	SEE OWNER INFORMATION
MICHIGAN JOINT SEALING INC 28830 EIGHT MILE STE 103 FARMINGTON HILLS, MI 48336		

Legal Description

** PERSONAL PROPERTY **

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the pedfied date for this property.

Enter a Payment Date

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2018	Winter	\$367.97	\$367.97	12/12/2018	\$0.00
2018	Summer	\$6,538.80	\$6,538.80	07/19/2018	\$0.00
2017	Winter	\$399.82	\$399.82	12/11/2017	\$0.00
2017	Summer	\$7,146.50	\$7,146.50	07/13/2017	\$0.00
2016	Winter	\$357.41	\$357.41	12/09/2016	\$0.00
2016	Summer	\$6,294.44	\$6,294.44	07/12/2016	\$0.00
2015	Winter	\$278.55	\$278.55	12/07/2015	\$0.00
2015	Summer	\$4,896.87	\$4,896.87	07/13/2015	\$0.00
2014	Winter	\$242.32	\$242.32	12/04/2014	\$0.00
2014	Summer	\$4,060.68	\$4,060.68	08/25/2014	\$0.00
2013	Winter	\$194.15	\$194.15	12/10/2013	\$0.00
2013	Summer	\$3,941.51	\$3,941.51	08/12/2013	\$0.00

[Load More Years](#)


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OC
prop info

28830 EIGHT MILE FARMINGTON HILLS, MI 48336-5908 (Property Address)

Parcel Number: 22-23-39-356-012



Rem 1 of 3 2 Images / 1 Slide

Property Owner: MIDGETT PROPERTIES LLC

Summary Information

- > Commercial/Industrial Building Summary
 - Yr Bldg: 1953 # of Buildings: 3
 - Total Sq Ft: 10,755
- > Property Tax Information found

Assessed Value: \$315,830 | Taxable Value: \$214,620

Owner and Taxpayer Information

Owner	MIDGETT PROPERTIES LLC 28830 EIGHT MILE FARMINGTON HILLS, MI 48336-5908	Taxpayer	SEE OWNER INFORMATION
--------------	---	-----------------	-----------------------

Legal Description

T1N, R9E, SEC 36 MEADOWBROOK HEIGHTS SUB LOTS 34 & 35 EXC S 27 FT OF LOT 35, ALSO PART OF SW 1/4 BEG AT MOST SELV COR OF 'MEADOWBROOK HEIGHTS SUB', TH N 00-44-30 E 339.05 FT, TH S 89-21-45 E 159.97 FT, TH S 00-30-00 W 342.10 FT TO S SEC LINE, TH W ALG SO LINE TO BEG

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the pedfied date for this property.

Enter a Payment Date

[Recalculate](#)

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2018	Winter	\$489.71	\$489.71	12/11/2018	\$0.00
2018	Summer	\$11,242.18	\$11,242.18	07/09/2018	\$0.00
2017	Winter	\$478.67	\$478.67	12/20/2017	\$0.00
2017	Summer	\$11,044.16	\$11,044.16	08/07/2017	\$0.00
2016	Winter	\$478.30	\$478.30	12/07/2016	\$0.00
2016	Summer	\$10,888.62	\$10,888.62	08/15/2016	\$0.00
2015	Winter	\$479.45	\$479.45	12/07/2015	\$0.00
2015	Summer	\$10,887.34	\$10,887.34	08/31/2015	\$0.00
2014	Winter	\$491.11	\$491.11	12/11/2014	\$0.00
2014	Summer	\$10,746.07	\$10,746.07	08/29/2014	\$0.00
2013	Winter	\$416.34	\$416.34	12/06/2013	\$0.00
2013	Summer	\$11,037.83	\$11,037.83	08/26/2013	\$0.00

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OC
prop info

28830 W 8 MILE RD FARMINGTON HILLS MI 48336-5905



23-36-356-012

Commercial and Industrial Property Profile

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

Owner Information

Owner(s) : MIDGETT PROPERTIES LLC
Mailing Address : 28830 W 8 MILE RD FARMINGTON HILLS MI 48336-5905

Location Information

Site Address : 28830 W 8 MILE RD FARMINGTON HILLS MI 48336-5905
PIN : 23-36-356-012 Neighborhood Code : D04
Municipality : City of Farmington Hills
School District : 060 CLARENCEVILLE SCHOOLS
Use : 201 BUS IMP (Commercial Business Imp.)
Water Indicator : Y Sewer Indicator : Y
Well Indicator : N Septic Indicator : N

Property Description

T1N, R9E, SEC 36 MEADOWBROOK HEIGHTS SUB LOTS 34 & 35 EXC S 27 FT OF LOT 35, ALSO PART OF SW 1/4 BEG AT MOST SELY COR OF 'MEADOWBROOK HEIGHTS SUB', TH N 00-44-30 E 339.95 FT, TH S 89-21-45 E 159.97 FT, TH S 00-30-00 W 342.10 FT TO S SEC LINE, TH W ALG SD LINE TO BEG

Split/Combination Information

Added Status : Added Parcel
Added Date : 07/05/1983 Added To : FROM 36-356-005 & 009

Most Recent Sale Since 1994

Date : 04/09/2004
Amount : \$380,000 Liber : 32774:376
Grantor : CARMIN PROPERTIES Grantee : MIDGETT PROPERTIES

Next Most Recent Sale

Date : 09/18/2002
Amount : \$1 Liber : 26909:764
Grantor : MICHAEL A PINKLETON
TR
PINKLETON, ERIN C Grantee : CARMEN PROPERTIES

Tax Information

Taxable Value : \$209,590 State Equalized Value : \$296,920
Current Assessed Value : \$296,920 Capped Value : \$209,590
Effective Date For Taxes : 12/01/2018 Principal Residence : 0.0000%
Exemption

Taxes

Summer :

Winter :

Village :

Taxes

Summer :

Winter :

Village :

Lot Information

Description : LEVEL Acres : 1

OC prop
info

28830 W 8 MILE RD FARMINGTON HILLS MI 48336-5905



23-36-356-012

Commercial and Industrial Property Profile

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

Building/Section 1

Building	: 1	Used As	: Office Buildings
Year Built	: 1953	Effective Year	: 1962
Class	: C	Quality	: Low Cost
No of Stories	: 1	Height Per Story (feet)	: 14
Avg Square Feet	: 3,683	Elevators	: N
Sprinklers	: N	Identical Units	: 1
Total Building Square Footage	: 3,683		

No lump sum improvements Data Available for Building/Section 1

Building/Section 1 Yard Adjustments

Description	: Paving (Asphalt)		
Square Feet	: 20,226	Units	: 22
Description	: Paving (Concrete)		
Square Feet	: 1,466	Units	: 22

OCprop
info

28830 W 8 MILE RD FARMINGTON HILLS MI 48336-5905



23-36-356-012

Commercial and Industrial Property Profile

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

Building/Section 1

Building	: 1	Used As	: Garages - Service/Fleet Facilities Repair
Year Built	: 1966	Effective Year	: 1975
Class	: C	Quality	: Average
No of Stories	: 1	Height Per Story (feet)	: 15
Avg Square Feet	: 2,788	Elevators	: N
Sprinklers	: N	Identical Units	: 1
Total Building Square Footage	: 2,788		

No lump sum improvements Data Available for Building/Section 1

Building/Section 1 Yard Adjustments

Description	: Paving (Asphalt)		
Square Feet	: 20,226	Units	: 22
Description	: Paving (Concrete)		
Square Feet	: 1,466	Units	: 22

OC prop
info

28830 W 8 MILE RD FARMINGTON HILLS MI 48336-5905



23-36-356-012

Commercial and Industrial Property Profile

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

Building/Section 2

Building	: 2	Used As	: Office Buildings
Year Built	: 1953	Effective Year	: 1962
Class	: C	Quality	: Average
No of Stories	: 2	Height Per Story (feet)	: 12
Avg Square Feet	: 2,162	Elevators	: N
Sprinklers	: N	Identical Units	: 1
Total Building Square Footage	: 2,162		

No lump sum improvements Data Available for Building/Section2

No yard improvements Data Available for Building/Section2

OC prop
info

Google Maps 28830 W 8 Mile Rd #103
Michigan Joint Sealing, Inc.



28830 W 8 Mile Rd #103
Farmington Hills, MI 48336

At this location

Midwest Photographic Workshops
50 (S)
Photography school - 5937, 28830 W 8 Mile Rd

OCprep
info

Select Vendor

Number of Records: 989



Sort Index:

Vendor Name

Press Control-F to filter on vendor name
Press Control-A to view vendor activity

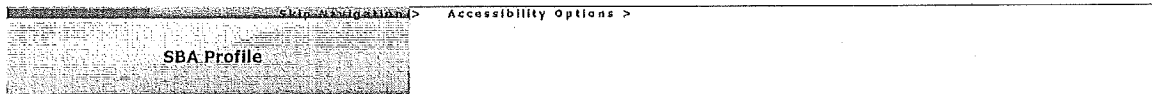
Vendor Name	Vendor Code	Billing Address	Vendor Sort Name	Email	WS On File	Def App
Michigan Court Administration Assoc	10000458	Tina L. Keifer, MCAA Treasurer Kalamazoo MI 4900	Michigan Court Administration Assoc	TLKEIF@KALCOUNT	No	
MICHIGAN DEPARTMENT OF NATURAL RESO	10000109	STATE OF MICHIGAN - CASHIERS LST P.O. BOX 3	MICHIGAN DEPARTMENT OF NATURAL RESO		No	
Michigan Dept. of Transportation	00002024	State of Mich-Attn: Finance Cashier P.O. Box 3064	Michigan Dept. of Transportation		No	
Michigan District Judges Assoc.	00001598	CJO Hon Kathleen McCann 421 MADISON DETROIT	Michigan District Judges Assoc.	JUDGE@JESON@LIS	Yes	
Michigan Economic Development Corp	10003991	Governor's Education&Talent Summit 300 N. Wash	Michigan Economic Development Corp		Yes	
Michigan Election Resource, LLC	10003950	1616 Construction Drive Kalamazoo MI 49048	Michigan Election Resource, LLC		Yes	
MICHIGAN FENCE & SUPPLY CO.	10003745	23553 JOY BLVD HARRISON TOWNSHIP MI 48045	MICHIGAN FENCE & SUPPLY CO.		Yes	
MICHIGAN FENCE OUTLET	10004038	23553 HENRY B. JOY BLVD HARRISON TOWNSHIP	MICHIGAN FENCE OUTLET		Yes	
MICHIGAN FOUNDATION FOR EDUCATION/LE	10004001	416 SOUTH CEDAR SUITE C LANSING MI 48912	MICHIGAN FOUNDATION FOR EDUCATION/LE		Yes	
MICHIGAN GRAPHICS & AWARDS, INC.	10004080	3742 12 MILE RD. BERKLEY MI 48072	MICHIGAN GRAPHICS & AWARDS, INC.		Yes	
MICHIGAN INTERNET	00000533	PO BOX 2133 SOUTHFIELD MI 48037	MICHIGAN INTERNET		Yes	
Michigan Municipal League	00002044	P.O. Box 7409 Ann Arbor MI 48107-7409	Michigan Municipal League		Yes	
Michigan Municipal Risk Management	00002045	Authority Drawer #64458 Detroit MI 48264-0458	Michigan Municipal Risk Management		No	
MICHIGAN NOTARY SERVICE	10003751	2176 OAKWOOD DRIVE TROY MI 48065	MICHIGAN NOTARY SERVICE		Yes	
Michigan Police Equipment Co.	10000539	6521 Lansing Rd. Charlotte MI 48813	Michigan Police Equipment Co.		Yes	
MICHIGAN POLICE EQUIPMENT COMPANY	10003828	6521 LANSING ROAD CHARLOTTE MI 48813	MICHIGAN POLICE EQUIPMENT COMPANY		Yes	
MICHIGAN STATE POLICE	00000542	Cashier's Office Lansing MI 48913	MICHIGAN STATE POLICE		No	
MICHIGAN STATE UNIVERSITY- SPDC	00013190	ATTN: BOB KRUSKY 552 W CIRCLE DR - 101 HUMA	MICHIGAN STATE UNIVERSITY- SPDC		Yes	
Michigan Supreme Court Finance	10003461	P.O. Box 30052 Lansing MI 48909	Michigan Supreme Court Finance	BETH.FOURMAN-FC	Yes	
Midwest Auto Auction, Inc.	10004248	14666 Telegraph Road Redford MI 48239	Midwest Auto Auction, Inc.	midwestautoauctions@	Yes	
					No	

Reset Columns

OK

Cancel

City
A/P



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(Back to Profile List, or use Back button)

Identification, Location & Contacts

This profile was last updated: 11/23/2013
Status: Expired

User ID: P1750559
Name of Firm: Michigan Joint Sealing Inc
Trade Name ("Doing Business As ..."):
DUNS Number: 109191437
Parent DUNS Number: 109191437
Address, line 1: 28830 W 8 MILE RD STE 103
Address, line 2:
City: FARMINGTON HILLS
State: MI
Zip: 48336-5937
Phone Number: 248-476-4120
Fax Number: 248-476-7639
E-mail Address: mjsinc3@sbcglobal.net
WWW Page:
E-Commerce Website:
Contact Person: Kimberly Sinischo
County Code (3 digit): 125
Congressional District: 11
Metropolitan Statistical Area: 2160
CAGE Code: 6YEM6
Year Established: 1985
Accepts Government Credit Card?: ☐ Yes ☒ No
GSA Advantage Contract(s):

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

Organization, Ownership & Certifications

Legal Structure:
Ownership and Self-Certifications:

Current Principals

(none given)

"Business Development Servicing Office" (for certifications)

MICHIGAN DISTRICT OFFICE (SBA office code 0515)

8(a) Certification:

SBA 8(a) Case Number:
SBA 8(a) Entrance Date:
SBA 8(a) Exit Date:

Small Disadvantaged Business Certification:

SDB Entrance Date:
SDB Exit Date:

HUBZone Certification:

HUBZone Certified?: ☐ Yes ☒ No
HUBZone Certification Date:

8(a) Joint Venture Certification:

8(a) JV Entrance Date:
8(a) JV Exit Date:

SBA

Non-Federal-Government Certifications:

(none given)

Products & Services**Capabilities Narrative:**

(none given)

Special Equipment/Materials:

(none given)

Business Type Percentages:

(none given)

Bonding Levels

Construction Bonding Level (per contract) (none given)
Construction Bonding Level (aggregate) (none given)
Service Bonding Level (per contract) (none given)
Service Bonding Level (aggregate) (none given)

NAICS Codes with Size Determinations by NAICS:

#	Primary?	Code	NAICS Code's Description	"Buy Green"? (1)	Small? (2)
1	Yes	238990	All Other Specialty Trade Contractors General \$15.00m Small Business Size Standard: [Yes]		Yes
<small>(1) By entering Yes for "Buy Green", the firm asserts that it obeys EPA guidelines for environmental friendliness for this NAICS code. Note, EPA guidelines do not exist for every NAICS code. (2) If Yes, the firm's revenues/number of employees do not exceed the NAICS code's small business size standard. (4) As seen above, the size standard can depend on subcategories within a NAICS code.</small>					

Keywords:

(none given)

Miscellaneous:

Quality Assurance Standards: (none given)
Electronic Data Interchange capable?: [] Yes [] No

Export Profile (Trade Mission Online)

Exporter?: (firm hasn't answered this question yet)
Export Business Activities: (none given)
Exporting to: (none given)
Desired Export Business Relationships: (none given)
Description of Export Objective(s): (none given)

Performance History (References)

(none given)

The structure of this page was last updated 02/01/2013, as part of SBSS A.1.1.

SBA

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Michigan Joint Sealing, Inc.

Organization Number	556511	Address	28830 W. 8 MILE ROAD SUITE 103
Website	MJSINC@SBCGLOBAL.NET		FARMINGTON HILLS, Michigan, 48336
Registration Date	06/10/2017	Phone	248-476-4120
Status	Active	Fax	248-476-7639
		Email	mjsinc@sbcglobal.net

[Org](#) [Working Categories](#) [Contacts](#) [Bids](#) [History](#) [Downloads](#) [Notifications](#)

Registration Information

Business Structure	Not Specified
Business Type	Not Specified
Owner Ethnicity	Caucasian
Number of Employees	51 to 250
Established Since	1980

W-9



MITN Purchasing Group

Member Since	06/10/2017	Status	Completed
Last Update Date	06/10/2017 12:22 PM EDT	Last Update By	David Bacci
Membership Level	Group Notification		

Is your company a registered DBE through the state of Michigan (MDOT)? No

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MITN

Bid Opening Date: 2-19-19 @ 2:00 pm

Bid Tabulation

This unofficial tabulation is for your information and only included what was read at the bid opening. The information has not been evaluated or confirmed.											
				Highway Maintenance		Michigan Joint Sealing		Great Lakes Contracting		Scodeller Construction	
MDOT ITEM CODE NO.		Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1500001	Mobilization, Max. \$ 10,000	1	Lump Sum	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00
5027004	Overband Crack Fill, Lane	34.1	Lane Mile	\$ 3,137.26	\$ 106,980.57	\$ 2,749.00	\$ 93,740.90	\$ 4,200.00	\$ 143,220.00	\$ 2,800.00	\$ 95,480.00
	Traffic Control	1	Lump Sum	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 20,000.00	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00
BID TOTAL				\$ 114,980.57		\$ 96,740.90		\$ 173,220.00		\$ 102,480.00	

Name/Work Activity of RFP: 2019 Crack Sealing Program
 Witness: Michelle McKenzie, Purchasing Agent
 Witness: Jack Cady, Consulting Engineer
 Opened by City Clerk: Sheila Grandison, Deputy City Clerk

Date: 2-19-19 @ 2:00 PM

2019
Tab



Matching Supplier List

Created by:

Michelle McKenzie

Created on:

01/30/2019 03:41 PM EST

Solicitation:

2019 Crack Sealing Program - 2019 Crack Sealing Program

Organization	Address	Contact	Email	Phone
A.W.E. Inc. Org. Number: 558870	PO Box 228 Hadley, Michigan, 48440 United States	Willard Weisel	awexcavating@yahoo.com	248-922-3882
		Willard Weisel	awexcavating@yahoo.com	248-922-3882
Ace Cutting Equipment & Supply Inc Org. Number: 556540	25806 Novi Road Novi, Michigan, 48375 United States	Ron Measel	rmeasel@acecutting.com	248-449-4944
		Ron Measel	tfoss@acecutting.com	248-449-4944
Ace-Saginaw Paving Co. Org. Number: 557493	2981 Carrollton Rd. Saginaw, Michigan, 48604 United States	Nathan Gotts	ngotts@edwclevy.net	989-755-8147 ext. 12105
		Jason Reinhardt	jreinhardt@edwclevy.net	989-755-8147
		Nathan Gotts	ngotts@edwclevy.net	989-755-8147 ext. 12105
Adj Excavating, Inc Org. Number: 556476	47301 Feathered Court Shelby Township, Michigan, 48315 United States	Arnold Recchia	ron@adjexcavating.com	810-560-7018
		Arnold Recchia	recchia@comcast.net	810-560-7018
Advanced Building Group, LLC Org. Number: 561746	20260 Sherwood St. Detroit, Michigan, 48234 United States	Scott Richardson	srichardson@advancedbg.com	313-974-6153
		Scott Richardson	srichardson@precision-cg.com	313-974-6153
Advanced Concrete Polishing Org. Number: 1009062	223 Oakwood St. Monroe, Michigan, 48162 United States	Dan DiCarlo	dan@advancedconcretepolishing.com	734-915-7812
Advanced Concrete USA, Inc. Org. Number: 566577	1190 Decker Road Suite A Walled Lake, Michigan, 48390 United States	Mark Asmar	estimating@advancedconcreteusa.com	248-960-3738
Advanced Rehabilitation Technology Org. Number: 1195291	01116 Cty Rd 17 Bryan, Ohio, 43506 United States	Kevin Appel	kappel@artcoatingtech.com	4196362684
Advanced Underground Inspection, LLC Org. Number: 557588	38657 Webb Drive Westland, Michigan, 48185 United States	Jeana Garcia - Moir	kathy@advui.com	734-721-0081
		Jeana Garica - Moir	unknown@no-reply.com	734-721-0081
		Kathy Dickey	kathy@advui.com	734-721-0081
		Steve Johnson	stevejohnson3324@yahoo.com	734-721-0081
AGC CONCRETE INC	43230 Garfield suite 160	Andrew Gagnon	andrew@agcconcrete.com	586-771-9799

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Organization	Address	Contact	Email	Phone
Org. Number: 564887	Clinton Township, Michigan, 48312	Daniel Feys	dfeys@agcoconcrete.com	248-515-6266
Ahern 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, LLC Org. Number: 561922	6320 N State Rd PO Box 210 Luther, Michigan, 49656-0210 United States	DAVID LAWSON Kathy Glisson	unknown@no-reply.com airportlighting@aol.com	517-230-3558 517-230-3558
AJ's Excavating LLC Org. Number: 1190790	9777 Honor Hwy Hooce, Michigan, 49640 United States	AJ Zirkel	aj@ajsexexcavating.com	2318824655
Ajax Materials Corporation Org. Number: 556843	P.O. Box 7058 Troy, Michigan, 48007 United States	Brian Borich	bborich@ajaxpaving.com	248-244-3355 ext 3337
		Brian Borich	bborich@ajaxpaving.com	248-244-3355
		Mark Boden	mboden@ajaxpaving.com	248-244-3355
Ajax Paving Industries Org. Number: 556501	1957 Crooks Road Troy, Michigan, 48084 United States	David Cowper	dcowper@ajaxpaving.com	248-244-3300 ext. 3308
		David Cowper	unknown@no-reply.com	248-244-3300
Al's Asphalt Paving Co., Inc. Org. Number: 556727	25500 Brest Road Taylor, Michigan, 48180 United States	Edward Swanson	ed@alsasphalt.com	734-946-1880 ext. 34
		Dave Coppola	dave@alsasphalt.com	734-946-1880
Alexander Transport, Inc. Org. Number: 558592	2610 Sylvia Inkster, Michigan, 48141 United States	Alexander McMillian	alextransport@att.net	313-565-6352
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American Pavement Sawing Org. Number: 685880	32840 Manor park Garden City, Michigan, 48135 United States	John Segasser	sawconcrete@aol.com	7342661770
Angelo Iafrate Construction Company Org. Number: 557122	26300 Sherwood Warren, Michigan, 48091 United States	Hal Howlett	hhowlett@iafrate.com	586-756-1070 ext. 113
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Anglin Civil Org. Number: 559183	13000 Newburgh Road Livonia, Michigan, 45150 United States	Nick Wineka	nick@anglincivil.com	8106236482 ext. 8106236482
		Doug Anglin II	doug2@anglincivil.com	248-886-7789
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Anlaan Corporation Org. Number: 560351	PO Box 599 Grand Haven, Michigan, 49417 United States	Nate Wagenmaker	natewagenmaker@anlaan.com	616-846-8442 ext. 111
		Nick Baker	nick@anlaan.com	616-846-8442
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Arrow Concrete Cutting, Inc.	P.O. Box 1095	Denise Miller	unknown@no-reply.com	734-241-8050

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Organization	Address	Contact	Email	Phone
Org. Number: 560575	Monroe, Michigan, 48162	Scott Gedelian	Arrowconcrete1090@att.net	734-241-8050
Ashor Associates Org. Number: 1185216	3745 Horseshoe Dr Troy, Michigan, 48083 United States	Edward C Ashor	ashorconstruction@yahoo.com	248-910-4642
Asphalt Materials, Inc. Org. Number: 560197	940 N. Wynn Rd. Oregon, Ohio, 43616 United States	Bucky Brooks Bucky Brooks	bucky.brooks@asphalt-materials.com unknown@no-reply.com	419-693-0626 419-693-0626
Asphalt Specialists, Inc. Org. Number: 556546	1780 East Highwood Pontiac, Michigan, 48340 United States	Paul Myers	pmyers@asipaving.com	248-6487502
Asphalt Trucks Inc Org. Number: 1096621	4758 WITT RD SAINT CLAIR, Michigan, 48079 United States	Ricky Stapleton	astrin2@gmail.com	5865312876
Audia Concrete Construction, Inc. Org. Number: 557441	P.O. Box 72 Milford, Michigan, 48381 United States	Ronetta Audia Ronetta Audia	raudia@audiaconstructioninc.com raudia@audiaconstructioninc.com	248-676-9570 248-676-9570
Audio Visual Equipment & Supplies, Inc. Org. Number: 556490	25325 Shiawassee Circle, Unit 203 Southfield, Michigan, 48033 United States	Otis Kirkland Carol Kirkland Otis Kirkland	otis@aveofficesupplies.com salesservices@aveofficesupplies.com otis@aveofficesupplies.com	800-296-5446 248-213-2080 800-296-5446
Austin Morgan Companies, LLC Org. Number: 556184	PO Box 1159 Flint, Michigan, 48501 United States	Christie Rasins Christie Rasins Randy Rasins	Info@austinmorgan.com unknown@no-reply.com Randy@austinmorgan.com	810-407-7495 810-407-7495 810-407-7495
Axtell & Sons Painting, Inc. Org. Number: 873889	28525 Beck Rd., Suite 112 Wixom, Michigan, 48393 United States	Andrew C Axtell	aaxtell@axtellservices.com	2483797675
Axtell's, Inc. Org. Number: 625160	1586 Heart Lake Rd. Jermyn, Pennsylvania, 18433 United States	Peter C Mills Jr Jason R Corby	peter@axtells.com jason@axtells.com	5709834290 5705757170
B & J Parking Lot Maintenance, Inc. Org. Number: 556165	12207 Inkster Rd. Taylor, Michigan, 48180 United States	Susan Romas Susan Romas	bandsweep@gmail.com unknown@no-reply.com	734-941-7570 734-941-7570
BARNSCO, INC. Org. Number: 559453	975 Ladd Rd. Walled Lake, Michigan, 48390 United States	Tim McManaman David Crandall	tmcmanaman@barnsco.com unknown@no-reply.com	248-668-2849 248-668-1010 ext. 3225
BARRIENTOS CONTRACTING Org. Number: 5567915	1413 philomene lincoln park, Michigan, 48146 United States	Erik Barrientos erik barrientos	BARRIENTOSCONTRACTING@GMAIL.COM BARRIENTOSCONTRACTING@GMAIL.COM	734-512-6761 734-512-6761

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Organization	Address	Contact	Email	Phone
Barton Malow Org. Number: 1088339	26500 American Dr. Southfield, Michigan, 48034 United States	Rick Rumsey	rick.rumsey@bartonmalow.com	248-866-0576
BEARING HEADQUARTERS CO. Org. Number: 557592	11800 Belden Court Livonia, Michigan, 48150 United States	Robert Wallace	jadams@bearingheadquarters.com	734-261-1130
		Robert Wallace	bhq40@headco.com	734-261-1130
Benchmark Construction Co Org. Number: 604820	2260 Southwind Blvd Bartlett, Illinois, 60103 United States	Dominick Fiordiroso	dominickf@bmk8.com	630-497-1700 ext. 255
Bernco, Inc. Org. Number: 556192	20816 Eleven Mile Road Suite 202 St. Clair Shores, Michigan, 48081 United States	Bernard Cattivera	berncoinc@msn.com	586-445-3700
Best Asphalt, Inc. Org. Number: 559302	6334 N. Beverly Plaza Romulus, Michigan, 48174 United States	Barb Page	barbpage@bestasphaltinc.com	734-729-9440
		Barbara Page	no-reply@unkown.reply	734-729-9440
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Bidigare Contractors, Inc. Org. Number: 557909	P.O. Box 700464 Plymouth, Michigan, 48170 United States	John Bidigare	jordon@bidigarecontractors.com	248-735-1113
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Birkenstock Construction LLC. Org. Number: 970803	2528 Harte DR. Brighton, Michigan, 48114 United States	James M Harte	birkenstockconstructionllc@gmail.com	8104997144
Birks Works Environmental LLC Org. Number: 557849	19719 Mt. Elliott Detroit, Michigan, 48234 United States	Jeffrey Heard	heard_jeffrey@hotmail.com	313-891-1310
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Blaze Contracting Inc. Org. Number: 558390	5640 St. Jean Detroit, Michigan, 48213 United States	Gayl Turk	gturk@blazecontracting.net	313-361-1000
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BNE Services LLC	33050 Industrial Road	Brian Anton	banton@bneresto.com	734-422-8446

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Org. Number: 558328	Livonia, Michigan, 48150	Brian Anton	banton@bneresto.com	734-422-8446
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		mark bolle	mbolle@cmsinter.net	989-386-7311
Bowen Paving, Inc. Org. Number: 556558	1001 Cesar E. Chavez Pontiac, Michigan, 48340 United States	Mike Bowen	Mike@bowenpaving.com	248-332-4956
		Lisa Bowen	Lisa@bowenpaving.com	248-332-4956
		Mike Bowen	mike@bowenpaving.com	248-332-4956
		Scott Stella	scott@bowenpaving.com	2483324596
Brand Energy Services, LLC Org. Number: 1008907	12701 Beech Daly Taylor, Michigan, 48180 United States	Joseph R Schoenherr	jschoenherr@brandsafway.com	734-341-3823
Bricco Excavating Co., L.L.C. Org. Number: 558201	21201 Meyers Road Oak Park, Michigan, 48237 United States	Marco Banhero	bids@briccoexcavating.com	248-547-6963
		Dino Cervi	dinoc@briccoexcavating.com	248-547-6963
		Marco Banhero	marcobanhero@comcast.net	248-547-6963
Brickworks Property Restoration LLC Org. Number: 564418	35122 cordelia clinton twp, Michigan, 48035 United States	Jeremiah Campbell	info@brickworksmi.com	586-868-3234
Brix Corporation Org. Number: 564806	30591 Schoolcraft Rd Livonia, Michigan, 48150 United States	Ije Osuagwu	ije@brixcorporation.com	313-965-0000 ext. 306
		Danny Chee	dchee@brixcorporation.com	313-965-000 ext. 309
		Jason Rosum	jrosum@brixcorporation.com	313-743-3975
		John L Ruttkofsky	jruttkofsky@brixcorporation.com	313-289-1409
		Michael Schumacher	unknown@no-reply.com	313-965-0000 ext. 308
Brock & Associates Inc. Org. Number: 558619	48320 West 9 Mile Road Novi, Michigan, 48374 United States	Ken Brock	rechtinaw.ba@gmail.com	248-760-7117
		Ken Brock	ken.brock@brockassociatesinc.com	248-760-7117
BSI Professional Services America Org. Number: 897634	12950 Worldgate Drive, Suite 800 Herndon, Virginia, 22124 United States	Shereen N Abuzobaa	sabuzobaa@gmail.com	571-830-0777
Builders Exchange of Lansing and Central Michigan Org. Number: 1048755	1240 East Saginaw Lansing, Michigan, 48906 United States	Leslie A Vargas	bids@bxlansing.com	5173728930
Bush Brothers Asphalt Paving Org. Number: 557349	20788 Osmus Farmington Hills, Michigan, 48336 United States	Daniel Bushart	BROSBUSH@AOL.com	248-476-8254 ext. 103
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BYERS DC DETROIT INC Org. Number: 880907	5715 RIVARD ST DETROIT, Michigan, 48211 United States	KEITH JEWELL	KJEWELL@DCBYERSDETROIT.COM	313-875-0545
C & D Hughes, Inc. Org. Number: 556769	3097 Lansing Road Charlotte, Michigan, 48813 United States	Cheryl Hughes	laurie3097@yahoo.com	517-645-0111
		Cheryl Hughes	laurie3097@yahoo.com	517-645-0111
C & S Companies Org. Number: 556788	38777 6 Mile Road, Ste. 202 Livonia, Michigan, 48152 United States	Robert Koller	lcarpenter@cscos.com	734-953-2571 ext. 3314
		Robert Koller	rkoller@cscos.com	248-449-2659
C.A. Hull Co., Inc. Org. Number: 557660	8177 Goldie Rd Walled Lake, Michigan, 48390 United States	Dave Turner	dturner@cahull.com	248-694-8032
		Dave Turner	dturner@cahull.com	248-694-8032
Cadillac Asphalt Org. Number: 876570	2575 Haggerty Rd. Canton, Michigan, 48188 United States	Jason Teper	jason.teper@mipmc.com	2482286281
Cadillac Asphalt, L.L.C. Org. Number: 556265	2575 Haggerty Road, Suite 100 Canton, Michigan, 48188 United States	Aaron Price	BidnetEmails@mipmc.com	734-397-2050
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Calo & Sons Construction Inc. Org. Number: 561400	P.O. Box 530563 Livonia, Michigan, 48153 United States	Tim O'Donnell	tocalotrucking@gmail.com	248-755-3342
		Tim O'Donnell	tocalotrucking@gmail.com	248-755-3342
		Tony Calo	calotrucking@yahoo.com	313-363-1946
CARLETTE CONSTRUCTION Org. Number: 839733	11000 W McNichols, Suite 225 Detroit, Michigan, 48221 United States	Ernest Williams	carletteconstruction@gmail.com	313-347-8699
Carlo Construction, Inc. Org. Number: 556623	2221 Avon Industrial Drive Rochester Hills, Michigan, 48309 United States	Michael Catenacci	mjc@carloconstruction.com	248-299-0500
		Michael Catenacci	mjc@carloconstruction.com	248-299-0500
Carr's Outdoor Services Inc Org. Number: 558518	48910 Ford Rd Canton, Michigan, 48187 United States	Tim Carr	Timcarr1@juno.com	734-459-8880
		Carr's Outdoor Services Inc.	carrsoutdoor@gmail.com	734-459-8880
Carrs Outdoor Services Org. Number: 608415	48910 ford road canton, Michigan, 48187 United States	Ken Yesta	carrsoutdoor@gmail.com	734-756-8421
Catskill Remedial Contracting Services, Inc. Org. Number: 562376	911 Dix St Suite C Otsego, Michigan, 49076 United States	Jeff Gostlin	j.gostlin@catskillremedial.com	269-692-2504
		Jim MILLER	ctskil@aol.com	269-692-2504
CB Asphalt Maintenance, LLC Org. Number: 948136	8625 Oakville Waltz Belleville, Michigan, 48111 United States	Craig J Blankenship	Craig@cbasphaltpaving.com	7343660174
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CHAMPAGNE AND MARX EXCAVATING Org. Number: 560986	1445 Liberty Rd Saginaw, Michigan, 48604 United States	Anne Coursey	jriley@champagnemarx.com	989-755-8971
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		David Marx	dmarx@champagnemarx.com	989-755-8971
Champine Services Inc Org. Number: 848481	33750 lipke clinton twp, Michigan, 48035 United States	Jared champine	jaredchampine@yahoo.com	5867645331
Chippewa Asphalt Paving Org. Number: 880290	PO Box 515 Clio, Michigan, 48420 United States	Josh Ayotte	Josh@chippewaasphalt.com	810-238-2660
CI Contracting Inc. Org. Number: 558535	7135 Dan McGuire, Suite B Brighton, Michigan, 48116 United States	Kevin Irrer	kevin@ci-contracting.com	248-446-9601
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Cipparrone Contracting Inc. Org. Number: 557944	29200 Southfield Rd. Suite 100 Southfield, Michigan, 48076 United States	Robert Hallerman	roberth@cipparrone.com	248-424-3888
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Clean All LLC Org. Number: 1073886	4222 E MC NICHOLS Detroit, Michigan, 48212 United States	Sunny Tharp	sunny@cleanall.net	313-731-7680
COMMERCE CONSTRUCTION & LANDSCAPING, INC. Org. Number: 557813	P. O. BOX 930098 WIXOM, Michigan, 48393 United States	DONNA YAROCH	donnayaroch@comcast.net	248-685-9476
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Compeau Bros Inc Org. Number: 559554	12480 Telegraph Carleton, Michigan, 48117 United States	Edward Compeau	unknown@no-reply.com	734-783-0151
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		Mark E Rodgers	mark@compeaubrothers.com	734.783.0151
Concrete Cutting & Breaking Co. Org. Number: 1043649	157 Campbell St RIVER ROUGE, Michigan, 48218 United States	Rick Olson	rolson@concut.com	3132855025
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Consolidated Pipe and Supply Org. Number: 1099692	1205 Hilltop Pkway Birmingham, Alabama, 35204 United States	James Morris	jmorris@consolidatedpipe.com	2057149200
CONTRACT DEWATERING SERVICES INC. Org. Number: 1178726	PO Box 1, 5820 W. Riverside Drive Saranac, Michigan, 48881 United States	LISA JACKSON	lisa@contract-dewatering.com	6166429415
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Crafco, Inc. Org. Number: 559470	6165 W. Detroit St. Chandler, Arizona, 85226	Debby Eddy	debby.eddy@crafco.com	602-276-0406 ext. 8044

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		Andrea Wetherbee	unknown@no-reply.com	9897756622
CROM COATINGS AND RESTORATIONS Org. Number: 1005926	30931 Munger drive Livonia, Michigan, 48154 United States	Nasser I El-Haj	nelhaj@CromCorp.com	3138881001
Cross Lake Construction Org. Number: 916516	8676 Sears Rd Horton, Michigan, 49246 United States	David Rappleye	daverappleyecrosslake@gmail.com	5175246685
CSI Geoturf Org. Number: 602580	1500 Alloy Parkway Highland, Michigan, 48357 United States	Donn Ellis	unknown@no-reply.com	2486406003
		Dave Ringl	unknown@no-reply.com	231-218-4436
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		Larry Homsby	info@csigeoturf.com	616-366-1518
		Larry R Libbrecht	unknown@no-reply.com	248-640-6004
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CTI Org. Number: 556269	28001 Cabot Drive Novi, Michigan, 48377 United States	Tom Robinson	unknown@no-reply.com	248-887-6767
		Tim Moore	tmoore@cticompanies.com	2484865100
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Custom Lawn Care Org. Number: 769518	5289 N Genesee Rd Flint, Michigan, 48506 United States	Kevin Manuel	kmanuel@cticompanies.com	248-486-5100 ext. 711
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Custom Valve Concepts Org. Number: 972980	31651 Research Park Drive Madison Heights, Michigan, 48071 United States	Carol King	cking@customvalveconcepts.com	248-246-6260
D & D Water & Sewer, Inc. Org. Number: 558800	5700 S Sheldon Rd Canton, Michigan, 48188 United States	Mark DiMichele	markd@ddwatersewer.com	734-397-3386
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D&R EARTHMOVING, LLC Org. Number: 560057	5840 STERLING DRIVE, SUITE 420 HOWELL, Michigan, 48843 United States	RYAN LOOK	rlook@drearthmoving.com	517-586-4033
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		Ryan Look	rlook@drearthmoving.com	517-586-4033
D'Angelo Brothers Inc.	PO Box 531330	Vincent D'Angelo	vince@dangelo-brothers.com	248-515-1942

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		Anthony F Macro	anthony@dmacrocontractors.com	586-524-4897
D.V.M. Utilities, Inc. Org. Number: 559826	6045 Sims Rd., Suite 2, Sterling Heights, Michigan, 48313 United States	Vinay Shenoy	vshenoy@dvmutilities.com	586-979-0402
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Dan's Excavating, Inc. Org. Number: 557613	12955 23 Mile Road Shelby Township, Michigan, 48315 United States	James Doescher	jdoescher@dansexc.com	586-254-2040
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DeBuck Construction Inc. Org. Number: 872454	6226 Auburn Road Suite 1 Shelby Township, Michigan, 48317 United States	Ray DeBuck	ray@debuckconstruction.com	586-615-2254
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Detroit Diamond Drilling, Inc. Org. Number: 556297	7021 West Eight Mile Road Detroit, Michigan, 48221 United States	Jim Grunewald	jim@detroitdiamonddrilling.com	313-864-3600
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		Kirt Hardoin	kirt@detroitdiamonddrilling.com	313-864-3600
Detroit Ready Mix Concrete Org. Number: 559368	9189 Central Ave. Detroit, Michigan, 48204 United States	Jack Pounds	jpounds@detroitreadymix.com	313-931-7043
		Jack Pounds	jpounds@detroitreadymix.com	313-931-7043
DeWitt Products Co. Org. Number: 565267	5860 Plumer St. Detroit, Michigan, 48209 United States	Jack McClellan	jack@dewittproducts.com	313-554-0575
		Jack McClellan	unknown@no-reply.com	313-554-0575
DiCosmo Const. Org. Number: 559448	55333 Timbers Edge Shelby Township, Michigan, 48316 United States	Frank DiCosmo	dicosmof@yahoo.com	586-786-9158
		Frank DiCosmo	dicosmof@yahoo.com	586-786-9158
DiLisio contracting INC Org. Number: 609560	23525 lakepointe dr Clinton twp, Michigan, 48036 United States	Joe DiLisio	josefdilisio@sbcglobal.net	586-783-4044
DiLisioContracting Inc.	23525 lakepointe dr.	Joe Lia	DCI1994@SBCGLOBAL.NET	586-783-4044

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Org. Number: 556337	Clinton Twp., Michigan, 48036	Joe Lia	DCI1994@SBCGLOBAL.NET	586-783-4044
DiMambro Construction Org. Number: 1046540	1000 John R. Suite 102 Utica, Michigan, 48063 United States	Alesandro DiMambro	atmdimambroalex@gmail.com	5864050715
Division Building Company Org. Number: 1038582	21639 east 9 mile rd St Clair shores, Michigan, 48080 United States	Dominic Giordano	Division2008@aol.com	586-804-0786
Doublejack Electric Company Org. Number: 1201056	1221 N. Campbell Royal Oak, Michigan, 48067 United States	John J Fulgenzi	johnf@doublejackelectric.com	248 543 1982
Dunigan Bros., Inc. Org. Number: 557724	911 E. South st. Jackson, MI 49203 jackson, Michigan, 49203 United States	Patrick Dunigan	pdunigan@duniganbros.com	517-787-4720 ext. 213
		Patrick Dunigan	unknown@no-reply.com	517-787-4720 ext. 213
E. R. Zeiler Excavating, Inc. Org. Number: 560722	125 Substation Road Temperance, Michigan, 48182 United States	Lisa Zeiler	lmzeiler@erzeiler.com	734-847-5745
		Joseph M. Szajna	jmszajna@erzeiler.com	734-847-5745
		Lisa Zeiler	lmzeiler@erzeiler.com	734-847-5745
E.C. Korneffel Company Org. Number: 558477	2691 Veterans PARKway Trenton, Michigan, 48183 United States	Bruce Kresslein	bjkresslein@korneffel.com	734-676-2131
		Bruce Kresslein	bjkresslein@korneffel.com	734-676-2131
Eastern Asphalt Org. Number: 560116	G 5172 N Dort Hwy Flint, Michigan, 48505 United States	Tod Molesworth	tod@easternasphalt.com	810-787-5500
		Brad Hanson	bhanson@easternasphalt.com	810-787-5500
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Edw. C. Levy Co. Org. Number: 556659	8800 Dix Avenue Detroit, Michigan, 48209 United States	Jeff Lockwood	JLOCKWOOD@edwclevy.net	313-429-5389 ext. 2262
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		Lori Speare	lspeare@edwclevy.net	3134292265
		Michael D Pelletier	mpelletier@edwclevy.net	313-429-2937
		Terria Ellis	tellis@edwclevy.net	313-409-5205
Edward R. White Contractor, Inc. Org. Number: 556217	4500 PONTIAC LAKE RD WATERFORD, Michigan, 48428 United States	Robert White	RWHITE7471@COMCAST.NET	248-393-9965
		Josua A White	josua.white20@gmail.com	248-245-2670
ELAN Engineering Org. Number: 557347	55309 Lyon Industrial Drive New Hudson, Michigan, 48165 United States	Michael Refalo	miker@elanengineering.com	248-615-9300 ext. 250
		Michael Refalo	unknown@no-reply.com	248-615-9300 ext. 250

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Ellsworth Industries Org. Number: 556415	P.O. Box 5366 Plymouth, Michigan, 48170 United States	Chad Monteith	cmonteith519@comcast.net	313-218-4790
		Chad Monteith	cmonteith519@comcast.net	313-218-4790
Elmer's Crane and Dozer, Inc. Org. Number: 558722	3600 Rennie School Road Traverse City, Michigan, 49685 United States	Brian Peace	bpeace@teamelmers.com	231-943-3443
		Brian Peace	bpeace@teamelmers.com	231-943-3443
		Todd Broad	todd@teamelmers.com	231-943-3443
Elsey Construction Products Org. Number: 602494	20415 HARPER AVE. HARPER WOODS, Michigan, 48225 United States	Michael Zimmer	mike@elseygroup.com	3138869700
Eminent Contracting LLC Org. Number: 1100418	514 S. Fort st Detroit, Michigan, 48217 United States	Cesar Mireles Jr	cmireles@eminentcontractingllc.com	3139328999
Endurance Painting Org. Number: 1203108	5355 Kreger Sterling Heights, Michigan, 48310 United States	John Sansoterra	endurancepainting@yahoo.com	8106026809
Eng., Inc Org. Number: 556149	4063 Grand Oak Dr., Suite A 109 Lansing, Michigan, 48911 United States	Gregory L Minshall	minshallg@engdot.com	517-887-1100
		Gregory L. Minshall, P.E.	minshallg@fitzhenne.com	517-887-1100
		Michael J. Dyer, P.E.	dyerm@fitzhenne.com	517-887-1100
ENGIE Services US Org. Number: 1040736	200 E. Big Beaver Rd Troy, Michigan, 48063 United States	W. George Taylor	george.taylor@engie.com	313-919-0186
Environmental Excavating & Contracting, Inc. Org. Number: 559515	3555 M-32 West Alpena, Michigan, 49707 United States	Julie Hansen	jhansen5@charter.net	989-356-1161
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Erie Construction, LLC Org. Number: 560730	22051 Commerce Drive Woodhaven, Michigan, 48183 United States	Jody Petit	jpetit@erieconstructionllc.com	734-676-8689
		Jody Petit	jpetit@erieconstructionllc.com	734-676-8689
Evergreen Tree & Restoration Inc Org. Number: 839265	21719 Springhill St Romulus, Michigan, 48174 United States	Ashley Ebling	ashley.ebling@evergreentree restoration.com	7343487287
F. Allied Construction Inc. Org. Number: 559366	PO BOX 12909633 Northwest Court Clarkston, Michigan, 48347 United States	Andrew Foster	admin@alliedasphaltpaving.com	248-625-9581
		Ken Frenger	ken@alliedasphaltpaving.com	2486259581
		Kevin Shell	kevin@alliedasphaltpaving.com	248-625-9581
		Michael Cole	mike@alliedasphaltpaving.com	2486259581
		Paul Ducat	paul@alliedasphaltpaving.com	2486259581

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F.D.M. Contracting, Inc. Org. Number: 560171	49156 Van Dyke Shelby Township, Michigan, 48317 United States	Fred Meram	fred@fdmcontracting.net	586-739-8400
		Andrea Meram	andrea@fdmcontracting.net	586-739-8400
		Don Meram	don@fdmcontracting.net	5867398400
		Robin Meram	robin@fdmcontracting.net	586-739-8400
Fahrner Asphalt Sealers, LLC Org. Number: 559904	2224 Veterans Memorial Parkway Saginaw, Michigan, 48601 United States	Troy Carlson	troy.carlson@fahmerasphalt.com	989-752-9200
		Troy Carlson	tom.johndro@fahmerasphalt.com	989-752-9200
Fairfax Electric Services, Inc. Org. Number: 560945	25447 Ecorse Rd Taylor, Michigan, 48180 United States	Joe Bradanyi	fairfaxelectric@aol.com	313-291-7794
		Joe Bradanyi	unknown@noreply.com	313-291-7794
Fastdecks Inc Org. Number: 895946	1113 Decker Rd Walled Lake, Michigan, 48390 United States	Chris Turner	cturner@fastdecks.net	248 624 1565
Fastenal Company Org. Number: 948697	12201 Northland DR Cedar Springs, Michigan, 49319 United States	Matthew J Turner	mattturne@fastenal.com	616-734-9406
Finishing Touch Photo & Video Org. Number: 559679	25095 25 Mile Road Chesterfield, Michigan, 48051 United States	Cynthia Hurley	HurleyPhotography@comcast.net	586-749-3340
Fisher Transportation Org. Number: 1183175	900 S. Bradley Street Mt. Pleasant, Michigan, 48858 United States	Jeff Sweet	jsweet@thefisher.co	9897731376
Five Star Property Services & Maintenance LLC Org. Number: 560467	49399 Brooklyn Shelby TWP, Michigan, 48317 United States	Artur Xhuti	arturmasonry@gmail.com	248-701-3070
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FK Engineering, PLLC Org. Number: 858414	30425 Stephenson Hwy. Madison Heights, Michigan, 48071 United States	Zachary Carr	zcarr@fkengineering.com	313-304-6737
Flanagan Sales & Assoc. Org. Number: 558162	5149 N. Red Maple St Irons, Michigan, 49644 United States	Sonya Flanagan	scubafrog869@aol.com	231-266-8090
Florence Cement Company Org. Number: 556420	12585 23 Mile Road Shelby Township, Michigan, 48315 United States	Steve Pantaleo	stevepantaleo@florencecement.com	586-997-2666 ext. 236
		Steve Lampton	stevelampton@florencecement.com	586-997-2666
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Fonson Company, Inc. Org. Number: 557586	7644 Whitmore Lake Road Brighton, Michigan, 48116 United States	John Heavey	estimating@fonsoninc.com	810-231-5188
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Freeport Supply Co. Org. Number: 881717	20091 Pennsylvania Brownstown, Michigan, 48193 United States	Donald Truskowski	freeporttrucking@sbcglobal.net	7342852324
fsc Org. Number: 602949	42622 garfield rd clinton twp, Michigan, 48038 United States	matthew bayer	matt@fsc-us.com	5862288300
FullBore Org. Number: 709739	6105 Birch Flint, Michigan, 48507 United States	David m Mills	dmills@fullboreinc.com	2487665066
G&G Concrete & Construction, Inc. Org. Number: 559306	19505 25 Mile Ray, Michigan, 48096 United States	Greg Mondello Greg Mondello	gregjr@gandgconcrete.com gregjr@gandgconcrete.com	586-992-0964 586-992-0964
G.V. Cement Org. Number: 557455	20000 Dix-Toledo Brownstown, Michigan, 48183 United States	Vince Vitale Vince Vitale	gvcement@sbcglobal.net unknown@no-reply.com	734-479-2180 734-479-2180
Gee Asphalt Systems Org. Number: 97253	4715 6th St Sw Cedar Rapids, IA, 52404 United States	Mitch Vargason Shaun Kukuzke	mvargason@geeasphalt.com skukuzke@geeasphalt.com	319-366-8567 319.366.8567
GemSeal Pavement Products Org. Number: 557659	2280 Auburn Rd. Auburn Hills, Michigan, 48326 United States	Austen Lowis Michael Gartrell	alowis@gemsealproducts.com mgartrell@gemsealproducts.com	734-634-7703 248-338-0335
George W. Auch Company Org. Number: 557946	65 University Drive Pontiac, Michigan, 48342 United States	Shawn Debo Gerald McClelland Jim Munchiando Nate St. Dennis	sdebo@auchconstruction.com gmcclelland@auchconstruction.com jmunchiando@auchconstruction.com nstdennis@auchconstruction.com	248-334-2000 248-334-2000 248-334-2000 248-334-2000
Giannetti Building Development LLC Org. Number: 606976	1850 Oak Trail Oxford, Michigan, 48370 United States	Ricky Giannetti	rickgiannetti@giannettibuilding.com	248 628-2594
Gibraltar Construction Org. Number: 957281	2650 Van Horn Rd Trenton, Michigan, 48183 United States	Tom Morrison	gibraltarco@gmail.com	734-234-8005
Giorgi Concrete LLC Org. Number: 556992	20450 Sherwood Detroit, Michigan, 48234 United States	Michelle Solomon Michelle Solomon	admin@giorgiconcrete.com crystal@giorgiconcrete.com	313-366-2921 313-366-2921
GM & SONS, INC. Org. Number: 557671	6784 Whitmore Lake Rd. Whitmore Lake, Michigan, 48189 United States	Karl Schweitzer	bids@gmandsons.com	734-929-1259
Goretski's Construction Company Org. Number: 558756	4850 South Hill Milford, Michigan, 48381 United States	Kyle Goretski Kyle Goretski	kg@goretskiconstruction.com goretskiurb@aol.com	248-685-1404 248-685-1404

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Grainger Industrial Supply Org. Number: 556584	5959 W. Howard St. Niles, Illinois, 60714 United States	Brent Zinn	brenton.zinn@grainger.com	313-701-5454
		Brent Zinn	brenton.zinn@grainger.com	313-701-5454
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Great Lakes Concrete Restoration Org. Number: 814178	378 Iestonia dr troy, Michigan, 48085 United States	Dale Ballard	dballardgreatlakes@gmail.com	2487558025
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GREAT LAKES CONTRACTING SOLUTIONS LLC Org. Number: 560905	2300 Edinburgh WATERFORD, Michigan, 48328 United States	Tom Wall	tom@greatlakescont.com	313-962-0400
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Ground Penetrating Radar Systems Org. Number: 935130	7540 New West Road Toledo, Ohio, 43617 United States	Jared Malone	Jared.Malone@gprsinc.com	419-280-1727
GZA GeoEnvironmental, Inc. Org. Number: 557704	19500 Victor Parkway, Suite 300 Livonia, Michigan, 48152 United States	Walter Kosinski	walter.kosinski@gza.com	734-462-0207
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Hanes Geo Components Org. Number: 559349	38160 Amrehin Rd, Kensington Center, Bui lding 3E Livonia, Michigan, 48150 United States	Jim Brickler	jim.brickler@hanescompanies.com	734-779-4990
		Alan Adams	scott.stanley@hanescompanies.com	616-443-1418
		Erik Klaphake	erik.klaphake@hanescompanies.com	734-779-4990
HARD ROCK CONCRETE, INC. Org. Number: 556914	38146 ABRUZZI DR. WESTLAND, Michigan, 48185 United States	TONY GRIMALDI	office@hardrockconcreteinc.com	734-641-3333
		ROCCO GRIMALDI	hrcguys@att.net	734-641-3333
Hart Pavement Striping Corporation Org. Number: 556497	P.O. Box 300998 Waterford, Michigan, 48330 United States	Dann Hart	ddhart@comcast.net	248-673-3503
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Hartwell Cement Company Org. Number: 556333	21650 Fern Avenue Oak Park, Michigan, 48237 United States	Ronald O'Malley	hartwellcement@sbcglobal.net	248-548-5858 ext. 0
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		Ronald O'Malley	hartwellcement@sbcglobal.net	248-548-5858
Highway Maintenance & Construction Co. Org. Number: 556495	12101 Wahrman P.O. Box 74411 Romulus, Michigan, 48174 United States	Jeffrey Demek	jeffdemek@comcast.net	734-941-8885
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HNTB Corporation Org. Number: 819845	535 Griswold Suite 1100 Detroit, Michigan, 48226 United States	Lacey Hoefler	lhoefler@hntb.com	3132300980

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Hobas Pipe USA Org. Number: 1149793	2654 Natty Flat Road Lipan, Texas, 76462 United States	John Simonson	jsimonson@hobaspipe.com	8326831008
Hobas Pipe USA Org. Number: 1155183	1413 E. Richey Road Houston, Texas, 77075 United States	Joe Tipton	jtipton@hobaspipe.com	615-922-0665
Hoffman Brothers, Inc. Org. Number: 558845	8574 Verona Road Battle Creek, Michigan, 49014 United States	Bill Rizer	brizer@hoffmanbrosinc.com	269-965-1207
		Bill Rizer	brizer@hoffmanbrosinc.com	269-965-1207
Holsbeke Construction Org. Number: 629894	325 north ave Mt. Clemens, Michigan, 48043 United States	Ricky Fox	ricky@holsbeke.com	5864682971
Homrich Org. Number: 556869	200 Matlin Road Carleton, Michigan, 48117 United States	Scott I Homrich	pamg@homrich.com	734-654-9800 ext. 28
Hutch Paving, Inc. Org. Number: 557269	3000 EAST TEN MILE Warren, Michigan, 48091 United States	Michael Campbell	sales@hutchpaving.com	586-427-7283
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		Michael Hulderman	hulderman@hutchpaving.com	248-514-6926
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HYMMCO LLC Org. Number: 558572	51167 Pontiac Trail Wixom, Michigan, 48393 United States	Bob Brannan	bob@hymmco.com	248-669-4075 ext. 102
IC Ictas US Inc Org. Number: 1056803	750 3rd Ave 26th FL Ste 2601 New York, New York, 10017 United States	Turgay Tahhan	turgay.tahhan@icictas.com	8326774219
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ILE Excavating Inc. Org. Number: 554002	PO Box 871412 Canton, Michigan, 48187 United States	Chris Musa	chris@ileexcavatinginc.com	734-664-4183
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Integrated Power Services Org. Number: 1058117	18800 Miginnity Dr Melvindale, Michigan, 48122 United States	Todd Chartier	tchartier@ips.us	3133484587
Interstate Highway Construction, Inc. Org. Number: 558557	PO Box 1690 Owosso, Michigan, 48867 United States	Jeffrey Ardelean	ardeleanj@ihcquality.com	989-729-7112 ext. 103
		Steve Crews	no-reply@unknown.com	303-790-9100
Interstate Sealant & Concrete, Inc Org. Number: 557948	S40 W24211 Rockwood Way Waukesha, Wisconsin, 53189 United States	Sean Leppert	sleppert@interstatesealant.com	262-547-6316
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ITALIA CONSTRUCTION INC	57151 DEER CREEK COURT	Cosimo DI CESARE	CDC.ITALIACONSTRUCTION@YAHOO.COM	586-677-1697

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j&m construction Org. Number: 561970	po box 175 new hudson, Michigan, 48375 United States	michael mccutcheon	mitch@jmsilt.com	248-685-0757
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James P Contracting, Inc. Org. Number: 557818	67222 Van Dyke Romeo, Michigan, 48095 United States	Max Wiggins	max@kenmoorecontracting.com	586-752-5605
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JISI Group, LLC Org. Number: 565872	6043 18 Mile Rd Sterling Heights, Michigan, 48314 United States	Ashley Stonecipher	info@jisupply.com	586-239-9016
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Job Site Services, Inc. Org. Number: 558575	4395 Wilder Road Bay City, Michigan, 48706 United States	Craig Wilson	cwilson@jssmi.com	989-671-3318
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Jp Roosevelt Construction Org. Number: 1006044	535 griswold suite 111-238 detroit, Michigan, 48226 United States	desmond parker	dparker@jprooseveltconstruction.com	313442-7443
JS Vig Construction Company Org. Number: 1082699	15040 Cleat Street Plymouth, Michigan, 48170 United States	Joseph S Vig	joe@jsvg.com	313-477-1060
K & B Asphalt Sealcoating, Inc. Org. Number: 560606	1451 Benner Hwy Clayton, Michigan, 49235 United States	Rocky Wingfield	rocky@kbasphaltsealcoating.com	517-264-2541
Kandico Services LLC Org. Number: 565583	14470 Eastburn Detroit, Michigan, 48205 United States	Ken Daniels	krdaniels2009@gmail.com	313-213-4888 ext. 313
		Ken Daniels	krdaniels2009@gmail.com	313-213-4888 ext. 313
KJP Roofing Org. Number: 838932	46956 N. Gratiot Suite 174 Chesterfield, Michigan, 46064 United States	Jason D Prieskorn	jason@kjproofing.com	(586)256-1376
Koala-T Construction, Inc. Org. Number: 557607	424 Ferry Avenue Pontiac, Michigan, 48341 United States	Brad Watson	kurt@kcimich.com	248-322-2751
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		Patrick Middleton	unknown@no-reply.com	231-357-5098
L A Construction Corporation Org. Number: 980412	4067 Commerce Drive Flushing, Michigan, 48433 United States	Shari Bramlett	laconstructioncorporation@gmail.com	8106597565
L. D'Agostini and Sons, Inc Org. Number: 561039	15801 23 Mile Road Macomb, Michigan, 48042 United States	Michael D'Agostini	miked@ldagostini.com	586-781-5800
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		Craig Fenton	cfenton@ldagostini.com	586-781-5800 ext. 7815800
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L.J. Construction, Inc. Org. Number: 846419	5863 South Kingston Road Clifford, Michigan, 48727 United States	Brian Umphrey	ljconstructionmi@gmail.com	989-761-0131
Lacaria Concrete Construction Inc. Org. Number: 557465	3720 Central Ave. Detroit, Michigan, 48210 United States	Sal Lacaria	sal@lacariaconcrete.com	313-843-3865
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Lake Michigan Excavating, LLC Org. Number: 559153	24075 Summer Lane Flat Rock, Michigan, 48134 United States	Rich Fanti	rfanti@lakemichiganexcavating.com	313-316-8753
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Links Enterprises LLC Org. Number: 568516	1021 Old Milford Farms Milford, Michigan, 48381 United States	Harold Sakalian	hsakalian@comcast.net	248-563-4055 ext. 248
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Liquid Calcium Chloride Sales, Inc. Org. Number: 556756	2715 S. Huron Road Kawkawlin, Michigan, 48631 United States	Rodney Gerard	rodgerard@gerardgroup.info	989-684-5860
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Lois Kay Contracting Org. Number: 561852	3046 carrollton rd saginaw, Michigan, 48604 United States	ronald coffel	ron@loiskaycontracting.com	989-753-3618
		Chad Kreager	chad@loiskaycontracting.com	9897533618
M-K Construction Company Inc. Org. Number: 561186	18386 Dix Toledo rd Brownstown, Michigan, 48173 United States	Mark Kobolak	mark@mkconstructioncorp.com	313-570-0433
		Mark Kobolak	mark@mkconstructioncorp.com	313-570-0433
M.L. Chartier Excavating, Inc. Org. Number: 558449	9195 Marine City Highway Fair Haven, Michigan, 48023 United States	Scott Kicinski	skicinski@mlchartier.com	586-725-8373 ext. 27
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Organization	Address	Contact	Email	Phone
MacAllister Machinery Co., Inc. dba Michigan CAT & Org. Number: 556745	19500 Dix Toledo Brownstown, Michigan, 48183 United States	Linda Taylor	linda.taylor@michigancat.com	616-292-5356
		Linda Taylor	unknown@no-reply.com	616-292-5356
MACKINTOSH CONTRACT Org. Number: 563336	1235 Oaklawn Drive Pontiac, Michigan, 48341 United States	Christina Mackintosh	tmackc25@sbcglobal.net	248-343-5689
		Christina Mackintosh	tmackc25@sbcglobal.net	248-343-5689
Major Cement Co Org. Number: 557957	PO Box 23740 Detroit, Michigan, 48223 United States	Michael Scappaticci	michael@majorcementco.com	313-220-6560
		Michael Scappaticci	majorcement@comcast.net	313-220-6560
Malley Construction, Inc. Org. Number: 562021	1565 Park Place Mt. Pleasant, Michigan, 48858 United States	Jacob Malley	malleyjacob@hotmail.com	989-772-2765 ext. 0
		Dennis Smith	dsmith@malleycon.com	989-772-2765 ext. 0
Marc Dutton Irrigation, Inc. Org. Number: 557096	4720 Hatchery Rd. Waterford, Michigan, 48329 United States	Stephen Dutton	sdutton@marcduttonirr.com	248-674-4470
		Marc Dutton	marc@marcduttonirr.com	248-674-4470
Mark 1 Restoration Services Org. Number: 558257	19035 w. davison detroit, Michigan, 48223 United States	Dave Tycocki	dave@mark1restoration.com	313-493-3785
		dave tycocki	dave@mark1restoration.com	313-493-3785
		Kelly Dallo	kelly@mark1restoration.com	313-493-3785
Mark Anthony Contracting Org. Number: 564507	4844 Old Plank Road Milford, Michigan, 48381 United States	James Degowske	jim@macinc-mi.com	248-606-7727
Marshall Contracting Services, LLC Org. Number: 688835	7400 Charles Ct Linden, Michigan, 48451 United States	Alvin D Marshall III	Alvin@MarshallContractingService.com	810-938-4745
Martin J. Concrete Inc. Org. Number: 562375	241 W Randall Coopersville, Michigan, 49404 United States	Josh Juarez	josh@martinjconcrete.com	616-997-6388
		Josh Juarez	josh@martinjconcrete.com	616-997-6388
Master Craft Floors Org. Number: 556256	15001 Fogg St Plymouth, Michigan, 48170 United States	Jim Judd	jjudd@mcfloors.net	313-387-7000 ext. 116
		Dan Ulfing	dulfing@mcfloors.net	313-387-7000
		Jim Judd	jjudd@mcfloors.net	313-387-7000
Mattioli Cement Company Org. Number: 559413	6085 McGuire Fenton, Michigan, 48430 United States	John Mattioli	jtmattioli@charter.net	810-629-3851
		Alfred Mattioli	jtmattioli@charter.net	810-629-3851
		John Mattioli	jtmattioli@charter.net	810-629-3851
Maza Construction Engineering, Inc. Org. Number: 565660	15876 Schaefer Hwy Canton, Michigan, 48188 United States	J. Galakpai Howard	mazaconstruction@yahoo.com	734-223-9269
		J. Galakpai Howard	mazaconstruction@yahoo.com	734-223-9269

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MBA Distributing Inc. Org. Number: 818322	2305 E. High St. Jackson, Michigan, 49203 United States	Eric Bioty	ericb@mbadist.com	5177879016
McGuirk Sand-Gravel, Inc. Org. Number: 559149	P O Box 530 2420 E. Broomfield Road Mt. Pleasant, Michigan, 48804 United States	Alex Fuller	alex.fuller@mcguirksand.com	989-772-1309
		Alex Fuller	alex.fuller@mcguirksand.com	989-772-1309
Mckenzie Concrete Inc Org. Number: 820251	4080 Vincent Rd North street, Michigan, 48049 United States	Joe McKenzie	mckenzieconcrete.inc@gmail.com	8109899065
Meridian Contracting Group Org. Number: 563381	6149 Trailside Dr. Washington, Michigan, 48094 United States	Pete DiVito	pete@meridiangroup1.com	586-292-6132
		Pete DiVito	unknown@no-reply.com	586-292-6132
Merlo Construction Co. Inc. Org. Number: 561166	4964 Technical drive Milford, Michigan, 48381 United States	Tony Stramaglia	ray@merlomi.com	248-486-3989
		Perry Merlo	Brian@merlomi.com	248-486-3989
Metro Controls Org. Number: 1089744	22650 15 mile rd. clinton township, Michigan, 48035 United States	Mark Paparelli	mpaparelli@metrocontrols.com	5867902500
Metropolitan Environmental Org. Number: 562369	32455 W 12 mile Farmington Hills, Michigan, 48333 United States	John Green	info@metropolitanenvironmental.com	248-750-7202
		Chris Grace	unknown@no-reply.com	313-410-8404
		Lamar Grace	unknown@no-reply.com	586-879-1234
Michigan Concrete Association Org. Number: 559732	2937 Atrium Drive Suite 200 Okemos, Michigan, 48864 United States	Kerry Sutton	ksutton@miconcrete.net	517-347-7720
		Kerry Sutton	ksutton@miconcrete.net	517-347-7720
Michigan Joint Sealing, Inc. Org. Number: 556511	28830 W. 8 MILE ROAD SUITE 103 FARMINGTON HILLS, Michigan, 48336 United States	David Bacci	mjsinc@sbcglobal.net	248-476-4120
		Jerry Midgett	mjsinc@sbcglobal.net	248-476-4120
Michigan Paving & Materials Co. - Alma Terminal Org. Number: 561207	1950 Williams Street Alma, Michigan, 48801 United States	Russ Milan	russell.milan@mipmc.com	989-266-8061
		Alex Yancy	Alex.Yancy@mipmc.com	9894025932
		Jim Monroe	james.monroe@mipmc.com	989-402-5937
		Russ Milan	unknown@no-reply.com	989-266-8061
Michigan Pipe and Valve Org. Number: 561935	113 W Michigan Ave Jackson, Michigan, 59204 United States	Kyle Richmond	krichmond@mpvj.com	517-812-0489
		J Richmond	jrichmond@mpvj.com	517-764-9151
michigan sand and gravel Org. Number: 1157961	200 east sutton metmore, Michigan, 48455 United States	eric eisenhardt	eisenhardtexc@aol.com	2485217076 ext. 2485217076
Michigan Specialty Coatings	5407 Gratiot Ave	Kevin Fitchett	jamie@mscfloors.com	586-557-0272

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Organization	Address	Contact	Email	Phone
Org. Number: 558882	St Clair, Michigan, 48079	Kevin Fitchett	kevin@mscfloors.com	586-557-0272
Mid Michigan Materials Org. Number: 1085717	6966 Fisher Rd. Jeddo, Michigan, 48032 United States	Nick R Burgess	nburgess@midmichiganmaterials.com	(810)650-5110
MIDWEST PAVEMENT CONTRACTING, INC Org. Number: 557321	2530 E BUNO MILFORD, Michigan, 48381 United States	DAVID MCINTYRE	davidmcintyre@midwestpavement.com	248-684-9443
Midwest Tree Service Org. Number: 1120379	P.O. Box 60 Belmont, Michigan, 49306 United States	James Meyers	Midwesttree@yahoo.com	616-363-0351
Mike & Son Asphalt Inc. Org. Number: 560363	6457 Howe Rd. Bath, Michigan, 48808 United States	Shelly Rowley	Shelly@mikeandsonasphalt.com	517-641-4520
		Michael Wood	no-reply@unknown.com	517-641-4520
		Shelly Rowley	shelly@mikeandsonasphalt.com	517-651-5520
Milbocker & Sons, Inc. Org. Number: 933703	1256 29th Street Allegan, Michigan, 49010 United States	Kyle Ellis	kellis@milbocker.com	269-823-7481
Motor City Grading, LLC Org. Number: 1203012	9633 Lindsey Rd Casco, Michigan, 48064 United States	Tyler Scheich	info@motorcitygrading.com	5865527776
Mr. Asphalt Org. Number: 566553	2627 Montana Ave Saginaw, Michigan, 48601 United States	Tom Renner	mrasphalt@mrasphalt.net	989-233-2244
		Tom Renner	mrasphalt@mrasphalt.net	989-233-2244
Mullins Asphalt LLC Org. Number: 562457	425 E. High St. Jackson, Michigan, 49269 United States	John Mullins	jemull58@yahoo.com	517-206-7962
		John Mullins	jemull58@yahoo.com	517-206-7962
MYERS EXCAVATING, INC. Org. Number: 559309	8116 HAMMEL ROAD BRIGHTON, Michigan, 48116 United States	KONRD JAGER	KONRD@MYERSEXC.COM	810-231-2044
		KONRD MIKE	KONRD@MYERSEXC.COM	810-231-2044
Nagle Paving Company Org. Number: 556487	39525 West 13 Mile Road Suite 300 Novi, Michigan, 48377 United States	Rob Nagle	magle@naglepaving.com	248-553-0600 ext. 220
		Rob Nagle	magle@naglepaving.com	248-553-0600
National Highway Maintenance System Ltd. Org. Number: 557628	P.O. Box 5315 Akron, Ohio, 44334 United States	J Cronin	nhmsltd@gmail.com	330-922-3649
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National Industrial Maintenance, Inc. Org. Number: 556763	4400 Stecker Dearborn, Michigan, 48126 United States	Greg Tackett	greg@nimmi.com	313-945-6464
		greg tackett	unknown@no-reply.com	313-945-6464
		peter lagreca	greg@nimmi.com	313-945-6464
Nationwide Construction Group	53861 Gratiot Ave.	scott keller	skeller@nationwidecos.com	586-749-6900 ext. 232

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Organization	Address	Contact	Email	Phone
Org. Number: 556270	chesterfield, Michigan, 48051	scott keller	skeller@nationwidecos.com	586-749-6900
NCH CORPORATION, Chemsearch, Certified Labs, ChemsearchFE, Partsmaster Org. Number: 202385	2727 Chemsearch Blvd IRVING, Texas, 75062 United States	Toni Boyd	chemsearch.biddepartment@nch.com	800-527-9921 ext. 0563
		Toni L. Boyd	unknown@no-reply.com	800-527-9921
NETSOLUTIONS LLC Org. Number: 558587	17151 ROWE STREET Detroit, Michigan, 48205 United States	JULIAN BURROWS	JULIANBURROWS@YAHOO.COM	313-854-4027
		JULIAN BURROWS	JULIANBURROWS@YAHOO.COM	313-854-4027
Newkirk Electric Associates Inc. Org. Number: 1162118	1875 Roberts St. Muskegon, Michigan, 49442 United States	Todd Knight	twknight@newkirk-electric.com	231-724-4013
Norkan Inc. Org. Number: 556616	25200 Easy Street Warren, Michigan, 48089 United States	Rick Kangas	kangas@norkan.com	586-771-6500
		Dennis Long	dennis@norkan.com	586-771-6500 ext. 223
		Rick Kangas	unknown@no-reply.com	586-771-6500
Northwest Consultants, Inc. Org. Number: 556801	44978 Ford Road, Suite A Canton, Michigan, 48187 United States	Jie Luo	jluo@nci-eng.com	734-454-7566
		Andrew Kilpatrick	akilpatrick@nci-eng.com	734-454-7566
		Eric Hansen	ehansen@nci-eng.com	734-454-7566
		Gary Schmitt	gschmitt@nci-eng.com	734-454-7566
		Igor Schrott	ischrott@nci-eng.com	734-454-7566
		Lisa Morrow	lmorrow@nci-eng.com	734-454-7566
		Tong Luo	tluo@nci-eng.com	734-454-7566
Nowak & Fraus Engineers Org. Number: 557741	46777 Woodward Avenue Pontiac, Michigan, 48342 United States	Michael Peterson	nfe@nfe-engr.com	248-332-7931
		Michael Peterson	nfe@nfe-engr.com	248-332-7931
NTH Consultants, Ltd. Org. Number: 556642	41780 Six Mile Road Northville, Michigan, 48168-3459 United States	Lisa Dilg	ldilg@nthconsultants.com	248-662-2030
		Bill Reader	unknown@no-reply.com	248-662-2030
		Lisa Dilg	ldilg@nthconsultants.com	248-662-2031
Nu Pipe Org. Number: 1065549	203 W. Montcalm Pontiac, Michigan, 48342 United States	David L Marsh	david@nupipelining.com	248-977-9555
Numark Services Org. Number: 1113972	63982 turnberry way washington twp, Michigan, 48095 United States	mark eljezovic	mark@numarkservices.com	5864431183
Oakwood Building Company Inc. Org. Number: 1179506	14931 Technology Dr. Shelby Twp., Michigan, 48315 United States	Ignazio Balsamo	oakwoodbuildingcompany@gmail.com	5867090714

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Organization	Address	Contact	Email	Phone
OCC Builders Inc Org. Number: 1202372	17050 Bushrad St. Suite # 325 Fountain Valley, California, 92708 United States	Shauwki Haasen	office@occbuilders.net	7142807101
ONE SUPPLY GROUP Org. Number: 559030	2551 AUBURN ROAD AUBURN HILLS, Michigan, 48326 United States	Ann Spencer	ann@onesupplygroup.com	248-766-2915
		ann spencer	ann@onesupplygroup.com	248-766-2915
P.K.Contracting inc Org. Number: 556194	1965 Barrett Troy, Michigan, 48084 United States	David Moriarty	dave@pkcontracting.com	248-362-2130
		David Moriarty	dave@pkcontracting.com	248-362-2130
Pamar Enterprises, Inc. Org. Number: 556391	58021 Gratiot Avenue New Haven, Michigan, 48048 United States	Susan Mazza	sue@pamarenterprises.com	586-749-8593
		Rinaldo G. Acciavatti	ron@pamarenterprises.com	586-749-8593
Pats gradall service Org. Number: 565854	PO box 1603 Midland, Michigan, 48640 United States	Gordon Wentworth	Patsgrgordon@gmail.com	989-835-1022
		Gordon Wentworth	Patsgrgordon@gmail.com	989-835-1022
Pavement Maintenance Systems, LLC Org. Number: 562027	384 Industrial Parkway Imlay City, Michigan, 48444 United States	Stewart Schwikert	stewart.schwikert@asphalt-materials.com	810-724-4767
		Stewart Schwikert	stewart.schwikert@asphalt-materials.com	810-724-4767
Pavement Recycling Inc. Org. Number: 558953	210 South Blacks Corners Road Imlay City, Michigan, 48444 United States	Gary VanHevel	office@pavementrecyclinginc.com	810-724-8200
		Gary VanHevel	office@pavementrecyclinginc.com	841-724-8200
PAVEX Corporation Org. Number: 561747	2654 Van Horn Rd Trenton, Michigan, 48183 United States	Brian Morrison	pavexco@gmail.com	734-676-6220
		Brian Morrison	brian@pavexco.com	734-676-6220
		Desiree Mate	pavexco@gmail.com	734-676-6220
Peake Asphalt, Inc. Org. Number: 556172	48181 Ryan Road Utica, Michigan, 48317 United States	Kendrick Peake	kp@peakeasphalt.com	586-254-4567
		Kendrick Peake	kp@peakeasphalt.com	586-254-4567
Pence Precision Polishing & Epoxy Org. Number: 725181	3270 Whitfield Drive Waterford, Michigan, 48329 United States	Christine Pence	cpenceppe@yahoo.com	2485997243
Pennington Farm Drainage L.L.C. Org. Number: 1055110	18885 W Sharon rd Oakley, Michigan, 48649 United States	Michael J Pennington	pfdrainage@gmail.com	(989)413-1940
Perimeter LLC Org. Number: 631582	8385 Jackson Rd Ann Arbor, Michigan, 48103 United States	Marlo Rojeck	perimeterllc@aol.com	7344249280
Pizzo Development Group, LLC. Org. Number: 562061	349 Antoine Wyandotte, Michigan, 48192 United States	Tony Pizzo	kaylyn.pizzodevelopment@yahoo.com	313-999-4549
		Kaylyn Crayne	kaylyn.pizzodevelopment@yahoo.com	313-671-2794
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Plummers Environmental Org. Number: 824120	10075 Sedroc Byron Center, Michigan, 49315 United States	Jeff Root	jroot@plummersenv.com	6168130873
Prein&Newhof Org. Number: 559557	3355 Evergreen Drive NE Grand Rapids, Michigan, 49525 United States	Kimberly Jongsma	kjongsma@preinnewhof.com	616-364-8491 ext. 1180
		Jason Washler	jwashler@preinnewhof.com	616-364-8491 ext. 1139
		Jim Hegarty	jhegarty@preinnewhof.com	616-364-8491 ext. 1112
		Matt Levandoski	mlevandoski@preinnewhof.com	616-394-0200
Premier Group Associates Ic Org. Number: 560689	535 Griswold #1420 Detroit, Michigan, 48226 United States	Andrew Housey	subs@pgalc.com	313-963-1700
		Brad Byarski	brad@pgalc.com	313-963-1700
Pro-Line Asphalt Paving Corp. Org. Number: 557273	11797 29 Mile Road Washington, Michigan, 48095 United States	Matthew Jones	matthew@prolineasphalt.com	586-752-7730 ext. 206
		Matthew Jones	matthew@prolineasphalt.com	586-752-7730
Pyramid Paving and Contracting Co. Org. Number: 562398	600 N. Jefferson St. Bay City, Michigan, 48708 United States	Bruce Weiss	bruce@pyramidpaving.com	989-895-5861 ext. 13
		Bruce Weiss	unknown@no-reply.com	989-895-5861 ext. 13
QCS International Corp Org. Number: 902704	4421 Delamere Blvd Royal Oak, Michigan, 48073 United States	Richard Scott	richard.scott@qualita.net	5863825515
R & R Asphalt, Inc. Org. Number: 559192	2800 Childs Lake Road Milford, Michigan, 48381 United States	Roger Redman	roger@rrasphalt.com	248-529-6005
		Dylan Taulbee	dylan@rrasphalt.com	248-529-6005
R.H.I., Inc. Org. Number: 997273	2727 E Michigan Ave Ypsilanti, Michigan, 48198 United States	Barb J Justice	barb@rapidroofing.com	7348959553
		Cody Wirgau	cody@rapid-dri.com	734-895-9553
RAM Construction Services Org. Number: 556610	13800 Eckles Road Livonia, Michigan, 48150 United States	Lisa Priami	bids@ramservices.com	734-464-3800
		Brenda Jaynes	bjaynes@ramservices.com	7344643800 ext. 6240
		John Mazur	jmazur@ramservices.com	734-464-3800
		Robert T. Mazur	rmazur@ramservices.com	734-464-3800
RAM Construction Services of Michigan, Inc. Org. Number: 902126	13800 Eckles Rd Livonia, Michigan, 48150 United States	Thomas Szabo	bjaynes@ramservices.com	734-464-3800
Raymond Excavating Company Org. Number: 559114	800 Gratiot Marysville, Michigan, 48040 United States	Ralph Livingston	ralph@raymondexcavating.com	810-364-6881

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Organization	Address	Contact	Email	Phone
Red Flint Org. Number: 1096330	1 American Blvd Eau Claire, Wisconsin, 54701 United States	Paul T Ayres	paul.ayres@redflintgroup.com	7158299394
Ric-Man Construction Florida, Inc. Org. Number: 1154926	3100 SW 15th Street Deerfield Beach, Florida, 33442 United States	John Dalessandro	jdalessandro@ric-manfl.com	9544261221
Rickman Enterprise Group, LLC Org. Number: 560069	15533 Woodrow Wilson DETROIT, Michigan, 48238 United States	Roderick Rickman	rr@rickmanenterprise.com	313-454-4000
		Roderick Rickman	adavis@rickmanenterprise.com	313-454-4000
Ridgemoor Supply Inc Org. Number: 561769	4455 Roger B Chaffee Dr Kentwood, Michigan, 49548 United States	Stan Bosscher	stan@ridgemoorsupply.com	616-532-0782
		Jake Ike	jake@ridgemoorsupply.com	616-532-0782
		Stan Bosscher	stan@ridgemoorsupply.com	616-532-0782
Rieth-Riley Construction Co. Inc. Charlevoix Org. Number: 563333	06795 US 31 N Charlevoix, Michigan, 49720 United States	Lisa Volkening	lvolkening@rieth-riley.com	231-439-5757
		Jim Pemberton	unknown@no-reply.com	5555555555
		Todd Colberg	unknown@no-reply.com	231-439-5757
Robbin Harsh Excavating, Inc. Org. Number: 561893	9395 South Clare Avenue Clare, Michigan, 48617 United States	Aaron Harsh	aaron@harshexcavating.com	989-386-2752
		Aaron Harsh	harshexcavating@att.net	989-386-2752
Rohde Bros. Excavating, Inc. Org. Number: 557516	P.O. Box 14979 1240 N. Outer Drive Saginaw, Michigan, 48601 United States	Richard Rohde	RohdeBrosListings@gmail.com	989-753-0294
		Richard Rohde	RohdeBrosListings@gmail.com	989-753-0294
RVP Construction Org. Number: 560288	P.O. Box 143 S. Rockwood, Michigan, 48179 United States	Mike Dickinson	rvpexcavating@yahoo.com	734-341-8150
		Mike Dickinson	rvpexcavating@yahoo.com	734-341-8150
S&J Sealer Co. Org. Number: 562233	39571 Michigan Ave Canton, Michigan, 48188 United States	Jeffrey Gossett	marc@sjasphalt.com	734-721-4442 ext. 0000
		Brett L Gossett	brett@sjasphalt.com	7342600033
Sabiston Builders Supply Org. Number: 558062	11503 E. Eight Mile Rd Warren, Michigan, 48089 United States	David Kieleszewski	sabistonbuildingsupply@yahoo.com	586-755-0110
		David Kieleszewski	sabistonbuildingsupply@yahoo.com	586-755-0110
Sanches Construction Company Org. Number: 559374	3508 Wood St Lansing, Michigan, 48906 United States	Deborah Edgecomb	diane@sanchesconstruction.net	517-485-4694
		Deborah Edgecomb	diane@sanchesconstruction.net	517-485-4694
		Tyler Hill	sanchesoffice@acd.net	517-485-4694
Sandborn Construction Org. Number: 990105	6880 Industrial Dr Portland, Michigan, 48875 United States	Brent Sandborn	sandbornconstruction@gmail.com	5176474018

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SAndborn Construction, Inc Org. Number: 566872	6880 Industrial Dr Portland, Michigan, 48875 United States	Brent Sandborn	sandbornconstruction@gmail.com	517-647-4018
		Brent Sandborn	sandbornconstruction@gmail.com	517-647-4018
Scodeller Construction, Inc. Org. Number: 556683	51722 Grand River Wixom, Michigan, 48393 United States	Adam Hartley	adam@scodellerconstruction.com	248-374-1102 ext. 111
		Eamonn Dwyer	eamonnd@scodellerconstruction.com	248-374-1102
		Gaspare Gaglio	gaspare@scodellerconstruction.com	248-374-1102 ext. 1102
SealMaster/Michigan Org. Number: 560828	27989 Van Born Rd Romulus, Michigan, 48174 United States	Michael Laser	seal.mi@live.com	313-292-2299
		Anthony Rutger	tony_sealmi@live.com	313-779-8417
		Michael Laser	mike_sealmi@live.com	313-779-8415
Seaside Seawalls Org. Number: 941051	9864 E Grand River Ave Ste 110-225 Brighton, Michigan, 48116 United States	Brandy Alexander	brandy@seasideseawalls.com	8105345042
Seaside Seawalls, LLC Org. Number: 946428	9864 E. Grand River Suite 110-225 Brighton, Michigan, 48114 United States			
Seaway Painting, LLC Org. Number: 556650	31801 Schoolcraft Rd Livonia, Michigan, 48150 United States	Steve Vlahakis	steve@seawaypainting.com	734-522-2440
		Irene Zannis	irene@seawaypainting.com	734-522-2440
		Steve Vlahakis	steve@seawaypainting.com	734-522-2440
Seeler Industries Org. Number: 566677	One Genstar Drive Joliet, Illinois, 60435 United States	Mike Salter	msalter@seeler.com	248-977-8220
		Mike Salter	msalter@seeler.com	248-977-8220
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
Signature Services Org. Number: 561198	17500 Dix Rd Melvindale, Michigan, 48122 United States	Michael VanMarter	michaelvanmarterjr@gmail.com	313-999-6690
		Dana VanMarter	thevanmarters@yahoo.com	313-732-1789
		Darrell Karl	darrellsworkemail@yahoo.com	3135518910
		Michael VanMarter Jr	michaelvanmarterjr@gmail.com	313-999-6690
Sinacola International, Ltd. Org. Number: 774359	511 Olde Towne - P.O. Box 80734 Rochester, Michigan, 48308 United States	David A Sinacola	dsinacola8@gmail.com	2483183855
SJR Pavement Repair, Inc. Org. Number: 557053	22120 Ryan Rd. Warren, Michigan, 48091 United States	Robert Chapman	rac@wowway.com	586-755-4206
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		Dan Roeser	dan.roeser@sme-usa.com	734-454-9900
		Katie Darling	Katie.Darling@sme-usa.com	517 887 9181
SOMMERSET PAVING COMPANIES, LLC Org. Number: 783175	6410 Whitmore Lake Road Whitmore Lake, Michigan, 48189 United States	Louise Pernicano	vicano@umich.edu	734-646-9189
Spalding DeDecker Associates, Inc. Org. Number: 558532	905 South Blvd. E. Rochester Hills, Michigan, 48307 United States	Catherine DeDecker	bstanek@sda-eng.com	248-844-5400
		Catherine DeDecker, PS	cdedecker@sda-eng.com	248-844-5400
		David MacDonald	dmacdonald@sda-eng.com	248-844-5400
		Jackie LaDuke-Walters	jwalters@sda-eng.com	248 844 5400
		Katthryn Nelson	knelson@sda-eng.com	248-844-5400
Spartan Barricading & Traffic Control Inc. Org. Number: 558605	1560 Cedar Street Holt, Michigan, 48842 United States	Kevin McNeilly	spartanbarr@aol.com	517-244-1500
		Kenneth McNeilly	spartanbarr@aol.com	517-694-1500
		Kevin McNeilly	spartanbarr@aol.com	517-694-1500
Spartan Paving, Inc. Org. Number: 559450	PO Box 1645 Clarkston, Michigan, 48347 United States	Gerrad A Godley	gerrad.godley@spartanpaving.com	248-625-1575 ext. 113
		Kevin Westlake	kwestlake@spartansealcoating.com	248-625-1575
		Seth Schleben	Seth.Schleben@spartanpaving.com	248-625-1575
Specialized Land Services Org. Number: 881451	PO Box 1533 Bay City, Michigan, 48706 United States	Eric Heinz	eric@slsllc.info	989-245-5435
Spray-Patch Road Repair, Inc. Org. Number: 560377	1333 E. Eleven Mile Road Madison Heights, Michigan, 48071 United States	Mark Meek	spraypatchmi@gmail.com	248-877-2480
		Jeanne Meek	spraypatchmi@gmail.com	248-877-2480
		Mark Meek	spraypatchmi@gmail.com	248-877-2480
State Barricades, Inc. Org. Number: 557012	24806 Industrial Hwy Warren, Michigan, 48089 United States	Tony Maggiano	tony@statebarr.com	586-756-8282
		Matt Mollicone	matt@statebarr.com	586-756-8282
State Line Construction and Maintenance Org. Number: 562139	440 Burroughs Ste 644 Detroit, Michigan, 48202 United States	Melanie Steele	melanie@statelineusa.com	313-909-7509
STE Construction Services, Inc.	2 Crocker Blvd, Suite 303	Frank Richter	steconstruction@outlook.com	586-468-1135

Matching Supplier List: 2019 Crack Sealing Program - 2019 Crack Sealing Program

Organization	Address	Contact	Email	Phone
Org. Number: 556341	Mt. Clemens, Michigan, 48043	Jason Richter	jrichter001@sbcglobal.net	586-466-1135
Stoneco of Michigan Org. Number: 559300	15203 S. Telegraph Rd Monroe, Michigan, 48161 United States	Jason Rivard	jrivard@stoneco.net	734-241-8966
		Paul Cuthbert	pcuthbert@stoneco.net	734-770-3846
Strawser Construction, Inc. Org. Number: 562470	1392 Dublin Rd. Columbus, Ohio, 43215 United States	Doug Perry	dperry@terryasphalt.com	614-276-5501
		Andrew Friend	andrew.friend@strawserconst.com	614-824-8782
		Doug Perry	dperry@terryasphalt.com	614-276-5501
SUBURBAN BOLT AND SUPPLY Org. Number: 935445	27670 GROESBECK HWY ROSEVILLE, Michigan, 48066 United States	FRANK WOCH	FRANK.WOCH@SUBURBANBOLT.COM	586-775-8900
Sunpro Environmental Services Org. Number: 1196350	24307 Telegraph Road Southfield, Michigan, 48033 United States	Jeff Miltenberger	jeffmiltenberger@sunproservices.com	3602418712
Superb Finishes LLC Org. Number: 1190561	42211 Garfield Rd Clinton Township, Michigan, 48038 United States	Joseph E Addelia	josephaddelia@gmail.com	2482661201
SUPERIOR MATERIALS, LLC Org. Number: 558082	30701 W. 10 MILE ROAD, STE #500 FARMINGTON HILLS, Michigan, 48336 United States	JOHN WERNER	jmwerner@superiormaterials.net	313-215-1873
		JOHN WERNER	unknown@no-reply.com	313-215-1873
		MICHELLE FALK	mcfalk@superiormaterials.net	248-788-8071
SUPREME Heating and Cooling, LLC Org. Number: 557250	14641 E. Warren Ave Detroit, Michigan, 48215 United States	Suzanne Stritzinger	sstritzinger@supremeheating.com	313-885-2400
		Alfred Provenzano	sstritzinger@supremeheating.com	313-885-2400
Surveying Solutions, Inc. Org. Number: 558543	4471 M-61 Standish, Michigan, 48658 United States	Adam Ball	aball@ssi-mi.com	989-846-6601
		Brian Bartlett	bbartlett@ssi-mi.com	989-846-6601
		Jeffrey D. Bartlett, P.S.	jbartlett@ssi-mi.com	989-846-6601
Swank Construction Company LLC Org. Number: 826997	632 Hunt Valley Circle New Kensington, Pennsylvania, 15068 United States	Neil Hickman	neilh@swankco.com	7243356000
T & M ASPHALT PAVING, INC. Org. Number: 556212	4755 Old Plank Rd. Milford, Michigan, 48381 United States	Darryl Fegan	dfegan@tmasphalt.com	248-684-2300 ext. 136
		Darryl Fegan	unknown@no-reply.com	248-684-2300
		Scott Ford	sford@tmasphalt.com	248-684-2300
T&D Concrete Construction LLC Org. Number: 568244	5835 Ellendale Dr Lansing, Michigan, 48911 United States	Ricky Torres	ricardotorres.tdc@gmail.com	517-455-5453
		Ricardo Torres	ricardotorres.tdc@gmail.com	517-455-5453

Matching Supplier List: 2019 Crack Sealing Program - 2019 Crack Sealing Program

Organization	Address	Contact	Email	Phone
Tank Truck Service & Sales Org. Number: 1127715	25150 DEQUINDRE RD WARREN, Michigan, 48091-1348 United States	Jeffrey Czerwinski	jeffc@tanktruckservice.com	8004822678
THE DIAMOND FIRM Org. Number: 608295	19115 WEST EIGHT MILE RD DETROIT, Michigan, 48219 United States	CAROLYN ANDERSON	CTAYLOR@THEDIAMONDFIRM.NET	3132466500
TLS Construction LLC Org. Number: 564876	5833 Annabette Lane Howell, Michigan, 48855 United States	Matt Peevey Matt Peevey	matt@tlsoutdoor.com matt@tlsoutdoor.com	517-404-5590 517-404-5590
TOEBE CONSTRUCTION CO. Org. Number: 557815	P.O. BOX 930129 WIXOM, Michigan, 48393 United States	Jeffrey T Stover Jeffrey T Stover	jstover@toebe-construction.com jstover@toebe-construction.com	248-349-7500 248-349-7500
Tooles Contracting Group LLC Org. Number: 559818	535 Griswold, Suite 2550 Detroit, Michigan, 48226 United States	Tooles Contracting	estimating@toolesgroup.com	313-221-8500
Traffic Management, Inc. Org. Number: 560915	25900 W. 8 Mile Rd. Southfield, Michigan, 48033 United States	Dorian Hall Paul Kelly	dorian.hall@trafficmanagement.com paul.kelly@trafficmanagement.com	313-825-2959 248-678-8297
Tri-City Groundbreakers, Inc Org. Number: 561392	4440 N Eastman Road Midland, Michigan, 48642 United States	John Schmidt	bid@tricitygroundbreakers.com	989-832-0600
Triple D HDD Inc Org. Number: 1192761	7335 smale st Washington, Michigan, 48094 United States	Donald D Daveluy	Ddd80don@yahoo.com	5863379169
Troy Legal Center Org. Number: 1048605	1985 W. Big Beaver Rd. Ste., 320 Troy, Michigan, 48064 United States	Renis Nushaj	renis.n@gmail.com	2488088198
True North Facility Services Org. Number: 560072	1311 Longfellow Royal Oak, Michigan, 48067 United States	Nicholas Whitehurst Nicholas Whitehurst	truenorthservices@gmail.com truenorthservices@gmail.com	248-545-8670 248-545-8670
U&S Companies Org. Number: 756914	51192 Milano Rd. Macomb, Michigan, 48042 United States	Evan Wilson	evan@uandscompanies.com	2485880675
Unconventional Solutions Inc Org. Number: 1112175	28056 Oakland Oaks Court Wixom, Michigan, 48393 United States	Vannessa Hurd Tiffany Klingensmith	tiffany@USIgroups.com office@USIgroups.com	2487357000 2487357000
Unconventional Solutions, Inc. Org. Number: 557716	28056 Oakland Oaks Court Wixom, Michigan, 48393 United States	Tiffany Klingensmith Tiffany Klingensmith	office@USIgroups.com office@unconventionalsolutions.biz	2487357000 ext. 7357000 248-735-7000
V.I.L. Construction, Inc. Org. Number: 556263	8670 Sims Drive Sterling Heights, Michigan, 48313 United States	Anthony Vani Anthony Vani	a_vani@comcast.net unknown@no-reply.com	586-979-6020 586-979-6020

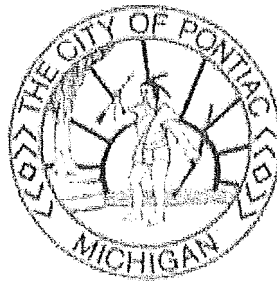
Matching Supplier List: 2019 Crack Sealing Program - 2019 Crack Sealing Program

Organization	Address	Contact	Email	Phone
Van Horn Concrete Org. Number: 558091	3770 Airport Rd. Waterford, Michigan, 48329 United States	Bill Evatz	bill@vanhornconcrete.com	248-640-7640
		Bill Evatz	bill@vanhornconcrete.com	248-640-7640
Villanova Construction Co., Inc. Org. Number: 1199851	20765 Parker st. Farmington Hills, Michigan, 48152 United States	ANTHONY SOAVE	tony.soave@villanovaconstruction.com	2484765122
Walsh/Toebe DTW 3L-21R JV Org. Number: 1131625	929 W Adams Street Chicago, Illinois, 60607 United States	Diana Meziere	noreply@walshgroup.com	312-563-5400 ext. 5444
		David Timko	dtimko@walshgroup.com	219-661-2450
		Gerald Egan	jegan@walshgroup.com	219-661-2473
		Lisa Christy	lkchristy@walshgroup.com	219-661-2450
		Rocky Rossetti	rrosetti@walshgroup.com	312-563-5400 ext. 5448
		Tim Polk	noreply@walshgroup.com	312-563-5400 ext. 6413
Wards Excavating Org. Number: 838406	PO Box St. Louis, Michigan, 48880 United States	Ed A Ward	wardsexcavating@ispmgt.com	517-719-4323
Warren Contractors & Development Inc. Org. Number: 558879	14979 Technology Dr. Shelby Twp., Michigan, 48315 United States	Nick Cerullo	nick@warrencondev.com	586-323-3350
		James Cerullo	warrencontractors@gmail.com	586-323-3350
WCI Contractors, Inc. Org. Number: 556585	20210 Conner Detroit, Michigan, 48234 United States	Thomas Maliszewski	wcicontractors@msn.com	313-368-2100
		Thomas Maliszewski	unknown@no-reply.com	313-368-2100
Weiss Property Management Org. Number: 1189360	2006 RAYMOND ST Bay City, Michigan, 48706 United States	CHAD WEISS	CHAD@WEISSPM.COM	9894154412
Wolverine Sealcoating LLC Org. Number: 559984	545 Shirley Drive Jackson, Michigan, 49202 United States	Kit Wingle	Sales@WolverineSeal.com	517-745-1390
		Kit Wingle	Sales@WolverineSeal.com	517-745-1390
Woolpert, Inc. Org. Number: 89178	4454 Idea Center Boulevard Dayton, Ohio, 45430 United States	Christine Gendron	christine.gendron@woolpert.com	303-925-1400 ext. 3752
		Beth Haun	beth.haun@woolpert.com	9374615660
		Latice Spann	latice.spann@woolpert.com	7202793721
Wozniak Underground Org. Number: 879525	4220 22 Mile Road Shelby twp, Michigan, 48317 United States	Mark Wozniak	wozniakund@comcast.net	2484313221
Yanke Construction, Inc.	41621 Hampshire St	Maxwell Yanke	maxyanke@yankeconstruction.com	2487300565

Matching Supplier List: 2019 Crack Sealing Program - 2019 Crack Sealing Program

Organization	Address	Contact	Email	Phone
Org. Number: 919146	Novi, Michigan, 48375	Hunter Urban	hunterurban@yankeconstruction.com	2489127970
Yukon Construction Org. Number: 954949	1341 S Range Rd St Clair, Michigan, 48079 United States	Jennifer LaDuke	jladuke@yukoncs.com	8108417397
Z Contractors, Inc. Org. Number: 561512	50500 Design Lane Shelby Township, Michigan, 48315 United States	Blake Zapczynski Dana Youmans Michael Phelps	bzap@Z-contractors.com dyoumans@z-contractors.com mphelps@Z-contractors.com	586-255-2421 586-625-8899 248-330-2041
Zito Construction Co. Org. Number: 559703	8033 Fenton Road Grand Blanc, Michigan, 48439 United States	Eric Bessolo Ross Pennala	ebessolo@zitoconstruction.com rpennala@zitoconstruction.com	810-695-9025 810-695-9025
Zuniga Cement Construction Inc. Org. Number: 557436	22500 Ryan Rd Warren, Michigan, 48091 United States	Tomas Zuniga Tomas Zuniga	zunigacement@aol.com unknown@no-reply.com	586-754-5900 586-772-5400

CITY OF PONTIAC
INVITATION TO BID



2019 CRACK SEALING PROGRAM

Due Date: Monday, February 18, 2019

Location:

City of Pontiac Clerk's Office

47450 Woodward Avenue, 1st Floor,

Pontiac, MI 48342

plainly marked with "2019 Crack Sealing Program"

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ADDITIONAL DOCUMENTS TO DOWNLOAD:

ATTACHMENT A – UNIQUE SPECIAL PROVISIONS

ATTACHMENT B – LIST OF CRACK SEALING CANDIDATES

**REQUEST TO SUBMIT BIDS
FOR
2019 CRACK SEALING PROGRAM
FOR THE
CITY OF PONTIAC**

The City of Pontiac Michigan (The City) is requesting bids for HMA crack sealing for various roadways within the City of Pontiac. A total of 26.8 lane miles are proposed to be sealed using the MDOT "Overband Crack Fill, Lane" pay item. The roadways to be sealed are spread out throughout the City of Pontiac, a list of the streets and are provided in the attachments.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "2019 Crack Sealing Program" until 2:00 p.m. EDT, MONDAY, FEBRUARY 18, 2019 @ 2:00 PM, at which time they will be publicly opened. It is the offeror's sole responsibility to ensure that their bid is physically deposited with 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)*

A MANDATORY pre-bid meeting will be held at Pontiac City Hall 1st Floor, Shrine Room, 47450 Woodward Ave., Pontiac, MI, 48342, on Wednesday, February 06, 2019 at 10:00 AM EDT. The proposal and contract requirements will be discussed at said meeting and it is mandatory that all bidders attend.

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 copies/sets 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 following work shall be performed by MDOT Prequalified firms:

Overband Crack Fill (N9-3E)

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 to MMcKenzie@pontiac.mi.us 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 Michelle McKenzie and be received no later than five working days prior to the scheduled opening (these may be hand-delivered, mailed or faxed to (248) 758-3197 or emailed to MMcKenzie@pontiac.mi.us). 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

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

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, 1st Floor, Pontiac, MI 48342.

The selected firm shall agree to indemnify, defend and save 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 construction 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's Corporation 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 must comply with OSHA standards and with the MDOT 2012 Standard Specifications for Construction and City of Pontiac Standards.

REQUEST FOR BID POSTED: JANUARY 30, 2019

PRE-BID MEETING: WEDNESDAY, FEBRUARY 06, 2019 at 10:00 AM

BIDS DUE: MONDAY, FEBRUARY 18, 2019 at 2:00 PM EDT

NUMBER OF COPIES TO SUBMIT: TWO (2), one original and one copy

Additional Document to Download:

ATTACHMENT A: MDOT Unique Specifications

ATTACHMENT B: Crack Sealing Project Map (identifying roadways to be crack sealed)

I. PURPOSE

To solicit bids from qualified individuals or firms to perform construction services for **2019 Crack Sealing Program** for the City of Pontiac.

II. BACKGROUND

The City of Pontiac has allocated **\$150,000.00** for the sealing of cracks in HMA pavements within the City. The work will consist of HMA crack treatment, using the MDOT "Overband Crack Fill, Lane" pay item on the existing roadways and paved shoulders as described in ATTACHMENT A: UNIQUE SPECIFICATIONS, the MDOT special provision 12SP-502B-03 HOT MIX ASPHALT CRACK TREATMENT AND OVERBAND CRACK FILL. Locations are listed on the ATTACHMENT B – CRACK SEALING PROJECT MAP, and is available for downloading. These funds shall be used to seal cracks in HMA pavement to extend the life of services for the City of Pontiac residents. If the total bid amount is greater than \$150,000, then the amount of work will be reduced to meet this amount.

III. SCOPE OF WORK

Contractor will provide all labor, equipment, and materials for to seal cracks in HMA pavements with the following "Section IV. Request" and Scope of Work listed in the attached "2019 Crack Sealing Program Bid" in Appendix A.

All workmanship and materials shall be in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, this document including Attachments, and City of Pontiac Standards.

IV. REQUEST

In addition to the required form "2019 Crack Sealing Program Bid" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, 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:

MDOT Prequalification requirements: The Contractor or Sub-contractor performing the following work shall be MDOT Prequalified:

Overband Crack Fill (N9-3E)

Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractors 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 for in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- l) Provide a statement on the notification time necessary to begin execution of the desired services.
- m) Provide Bid Bond as outlined in section "IX. BONDING REQUIREMENTS".

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 the 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 "2019 CRACK SEALING PROGRAM BID" in Appendix A.

The selected Contractor will be required to enter into a Contract Services Agreement ("Agreement") with the City for one (1) year, with the option to extend the contract for an additional two (2) years. It is the City's intention to utilize the successful proposer's services beginning in **March 2019**. The City desires to enter into a contract with the successful proposer for a period of one year. The construction completion date for this project is **November 30, 2019**. All services shall be performed according to the Agreement, as well as the submitted bid.

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded **to the lowest responsible bidder**. The Contract period will be for one (1) year, with the option to extend the contract for an additional two (2) years. The Contracted Services will consist of the sealing of cracks in HMA pavements at locations described in the ATTACHMENT B – CRACK SEALING PROJECT MAP, in the City of Pontiac. The City of Pontiac may eliminate projects from the Attachment B to meet the total allocated programmed amount for this contract.

The Agreement with the Contractor will detail the payment procedures and documentation needed for the 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 the following after services have been rendered, including but not limited to:

- Vendor registration packet (including Ethnic Ownership Report, Contractor Certification, and Prime Contractor Agreement) from Oakland County;
- Pay item codes, pay name, quantities, unit prices, and material certifications for the work performed;
- Invoice; and
- Waiver of Liens of all subcontractors.

VII. ADDITIONAL INFORMATION:

All workmanship and materials shall be in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications, MDOT Frequently Used Special Provisions listed in Appendix A, and the City of Pontiac Standards. The Contractors must adhere to these Standard, Specifications and Plans 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 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 "2019 Crack Sealing Program" clearly marked on the front to by **Monday, February 18, 2019 at 2:00 P.M. EDT** to the following:

City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1st 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 from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. Bid bond to be included with bid.

NOTE: If the Contract or Subcontracts exceed \$50,000.00 you will need b) & c)

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

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

If a Contractor fails to deliver the required bonds, the bid will be rejected. The City of Pontiac reserves the right to reject a bid if the Contractor can't provide a performance and payment bond within 5 days of a signed contract.

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3092, 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 Pontiac income tax returns reporting and paying income tax on the net profits earned in the City.

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

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

APPENDIX A – 2019 CRACK SEALING PROGRAM BID

2019 Crack Sealing Program

47450 Woodward Avenue, Pontiac, MI 48342

Office: 248-758-3120 ~ fax: 248-758-3197

> 2019 Crack Sealing Program Bid <

Bidding Contractor:

Company Name: _____
Representative: _____
Address: _____ City: _____ Zip: _____
Office #: _____ Fax #: _____
Cell#: _____ Email: _____
License#: _____

Job Duties Sheet / Scope of Work

Contractor will provide all labor & material for the following service work:

2019 CRACK SEALING PROGRAM

- The Contract period will be for one (1) year, with the option to extend the contract for an additional two (2) years. The Unit Price for "Overband Crack Fill, Lane" will be increased by the Consumer Price Index as determined by the Bureau of Labor Statistics for the year the work will be performed beyond 2019. The Lump Sum pay items will be prorated based on the actual lane mileage for the subsequent years following 2019.
- Perform all work in accordance with this document, the MDOT 2012 Standard Specifications for Construction, this document including attachments, City of Pontiac Standards, requirements listed in this "Request to Submit Bids".
- Provide material certification, and Quality Control (QC) and Quality Assurance (QA) testing in accordance with the MDOT specifications.
- Provide local traffic access to residents and businesses along all roadways with the project limits for the duration of the project unless the City of Pontiac approves any closure.
- The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction, and the technical specifications included in these bid documents. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05E of the 2012 MDOT Standard Specifications for Construction.
- N Saginaw Street was recently reconstructed, crack sealing will be performed around the perimeter of the Utility Structures between the new concrete and HMA.

- Some areas of the roadways are severely rutted. Locations of severe rutting will be gapped out as directed by the Engineer.

The City of Pontiac is the governing agency and any reference to the Michigan Department of Transportation shall be interpreted as the City of Pontiac. Unit prices are required for all items in each part of the Bid Schedule.

MDOT ITEM CODE NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1500001	Mobilization, Max. \$10,000	1	Lump Sum	\$ _____	\$ _____
5027004	Overband Crack Fill, Lane	34.1	Lane Mile	\$ _____	\$ _____
	Traffic Control	1	Lump Sum	\$ _____	\$ _____
				TOTAL BID AMOUNT	\$ _____

THE CITY OF PONTIAC RESERVES THE RIGHT TO INCREASE OR DECREASE ANY QUANTITY OR DELETE ANY ITEM(S) OF WORK AS IT DEEMS IN THE BEST INTEREST OF THE CITY. THERE WILL BE NO ADJUSTMENTS TO UNIT PRICES IN THE EVENT OF INCREASES, DECREASES OR DELETIONS.

THE SUCCESSFUL BIDDER WILL BE PAID AT THE AS BID UNIT PRICES FOR THE UNITS OF WORK COMPLETED AND ACCEPTED.

CITY OF PONTIAC – BID PROPOSAL

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

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

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

The proposer acknowledges the receipt of Addenda numbered _____

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

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX# _____ Federal Tax ID #: _____

EMAIL Address of Primary Contact: _____

Contractor Signature: _____ Date: _____

Contractor agrees to guarantee price for work for the completion and acceptance of this project.

APPENDIX B – HUD SECTION 3, CLAUSE 135.38 REQUIREMENTS

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 apprenticeship 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 subgrantees 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 subgrantee 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 subgrantees 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 grantees 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: _____

Printed name: _____

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

1. **Workers' Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$ 100,000 each accident for any employee.

2. **Commercial General Liability Insurance** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ;

3. **Motor Vehicle Liability** The Contractor shall procure and maintain during the life of the this contract Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Professional Liability Insurance** The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be **Additional Insureds:** The City of Pontiac and Alfred Benesch and Company, 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.

6. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City Administrator for the City of Pontiac.

7. **Proof of Insurance Coverage:** The Contractor shall provide the City of Pontiac at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required

endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

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

3. INDEMNIFICATION CLAUSE

To the extent permitted by law, 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-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified By: _____

Its: _____

APPENDIX E – EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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 and subcontracts 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 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, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices 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 apprenticeship 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 apprenticeship 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.
 - l. 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 single-user 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. A single goal for minorities and a separate single goal for women have been established. 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 use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. 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.

13. 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.
 14. 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, apprentice 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.
 15. 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).
- 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]

Additional Document not included with RFP:

ATTACHMENT A: MDOT Unique Specifications
(91 pages)

ATTACHMENT B: Crack Sealing Project Map
(identifying roadways to be crack sealed)
(1 page-large format)



ADDENDUM NO. 1
TO THE REQUEST FOR QUALIFICATIONS FOR
2019 CRACK SEALING PROGRAM SERVICES

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

Changes to the Documents: **The submission date is changed.**

-COVERPAGE (Page 1)

Due Date: Tuesday, February 19, 2019

-NOTICE TO RESPONDENTS (Page 3)

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "2019 Crack Sealing Program" until 2:00 p.m. EDT, TUESDAY, FEBRUARY 19, 2019 @ 2:00 PM, at which time they will be publicly opened.

-NOTICE TO RESPONDENTS (Page 4)

REQUEST FOR BID POSTED: JANUARY 30, 2019

PRE-BID MEETING: WEDNESDAY, FEBRUARY 06, 2019 at 10:00 AM

BIDS DUE: TUESDAY, FEBRUARY 19, 2019 at 2:00 PM EDT

NUMBER OF COPIES TO SUBMIT: TWO (2), one original and one copy

-VIII. SUBMISSIONS (Page 8)

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 "2019 Crack Sealing Program" clearly marked on the front to by Tuesday, February 19, 2019 at 2:00 P.M. EDT to the following:

City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1st floor, Pontiac, MI 48342

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

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



ADDENDUM NO. 2
TO THE REQUEST FOR QUALIFICATIONS FOR
2019 CRACK SEALING PROGRAM SERVICES

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

Changes to the Documents:
The pre-bid meeting date is changed.

-NOTICE TO RESPONDENTS (Page 3)

A MANDATORY pre-bid meeting will be held at Pontiac City Hall 1st Floor, Shrine Room, 47450 Woodward Ave., Pontiac, MI, 48342, on **Wednesday, February 13, 2019 at 10:00 AM EDT**. The proposal and contract requirements will be discussed at said meeting and it is mandatory that all bidders attend.

-NOTICE TO RESPONDENTS (Page 4)

REQUEST FOR BID POSTED: JANUARY 30, 2019
PRE-BID MEETING: **WEDNESDAY, FEBRUARY 13, 2019** at 10:00 AM
BIDS DUE: TUESDAY, FEBRUARY 19, 2019 at 2:00 PM EDT
NUMBER OF COPIES TO SUBMIT: TWO (2), one original and one copy

City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1st floor, Pontiac, MI 48342

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

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



ADDENDUM NO. 3
TO THE REQUEST FOR PROPOSAL FOR
2019 CRACK SEALING PROGRAM SERVICES

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

Changes to the Documents:

The MDOT Qualifications Requirements have changed.

- **ADVERTISEMENT (Page 1)**

A total of 34.1 lane miles are proposed to be sealed using the MDOT "Overband Crack Fill, Lane" pay item.

- **IV. REQUEST (Page 5)**

MDOT Prequalification requirements: The Contractor or Sub-Contractor performing the work is not required to be MDOT Prequalified. However, the statement of qualifications, with the information listed below, is still required for contract evaluation.

- **PROGRESS CLAUSE, a. General (Page 25)**

- Paragraph 5

The intent of this project is to start work beginning in March 2019 and complete the work by June 2019. Work may be extended to November 2019, as approved by the Engineer. In no case, shall any work be commenced prior to receipt of formal Notice of Award by the City.

- Paragraph 7

The Contractor shall attend regular construction progress meetings throughout the duration of construction and shall provide updates to the Engineer that shall include work completed to date. The meetings will be agreed upon and scheduled at the preconstruction meeting. The Engineer will arrange the day, time, place and interval for the progress meetings. An outlook for upcoming work, and any necessary updates regarding the Milestone dates identified herein.

- **PROGRESS CLAUSE, b. Milestones (Page 26)**

All segments of roadway for HMA crack treatments included in the Contractor's bid must be completed on or before November 2019, and all the roads must be approved for traffic by the engineer.

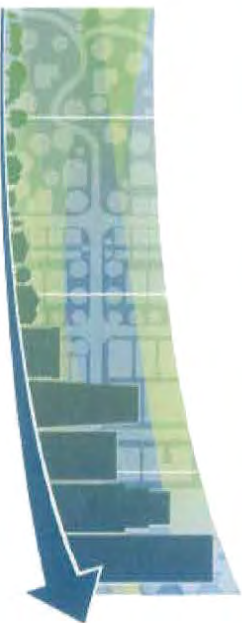
City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1st floor, Pontiac, MI 48342

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

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

#8

PRESENTATION



redevelopment ready
communities®

RRC Baseline Report

City of Pontiac





REDEVELOPMENT READY COMMUNITIES



BUSINESS
NEEDS
TALENT



TALENT
WANTS
PLACE

PLACE
NEEDS
BUSINESS



TALENT ENHANCEMENT

Through community revitalization, RRC assists Michigan in keeping and attracting the educated, creative, and innovative workforce needed to grow and diversify its economy.



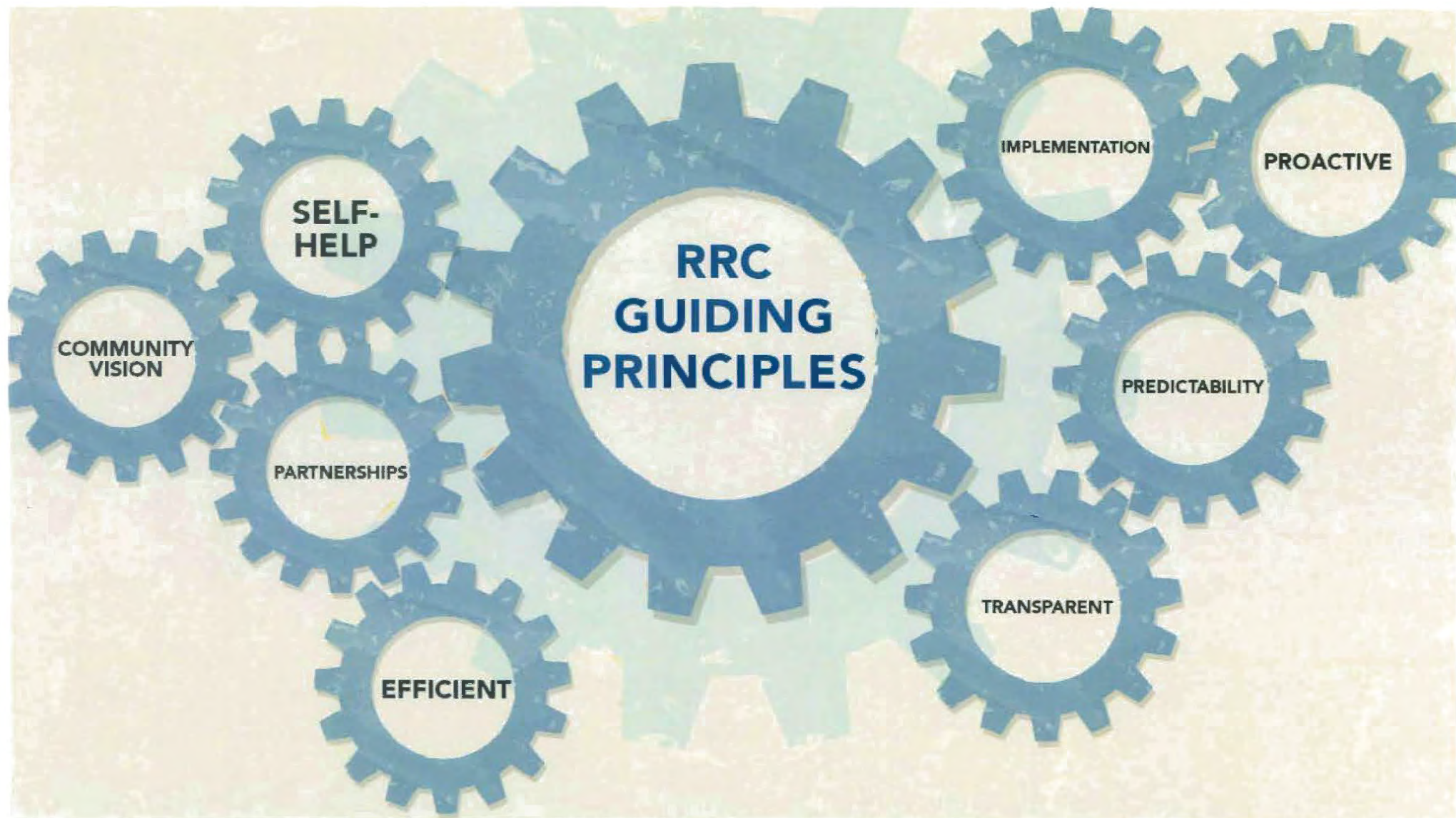
COMMUNITY VITALITY

RRC facilitates the reinvigoration of cities and villages across Michigan, which creates community vitality. Community vitality attracts and retains both talent and business growth.



BUSINESS INVESTMENT

By fostering community vitality, RRC creates an environment for communities to provide high-value services for retaining, growing, and diversifying Michigan businesses.



CERTIFICATION PROCESS

STEP ONE ENGAGEMENT



STEP TWO EVALUATION



STEP THREE CERTIFICATION



PROCESS TIMELINE

Timeline is dependent on the number of communities in the RRC pipeline and the completeness of the information submitted by the community.

- 1 Upper Peninsula region**
 - ★ Bessemer (Gogebic County)
 - ★ Escanaba (Delta County)
- 2 Northwest region**
 - ★ Boyne City (Charlevoix County)
 - ★ Manistee (Manistee County)
 - ★ Petoskey (Emmet County)
 - ★ Traverse City (Grand Traverse County)
- 3 Northeast region**
 - ★ Alpena (Alpena County)
 - ★ Grayling (Crawford County)
- 4 West Michigan region**
 - ★ Allegan (Allegan County)
 - ★ Grand Haven (Ottawa County)
 - ★ Grand Rapids (Kent County)
 - ★ Hudsonville (Ottawa County)
 - ★ Middleville (Barry County)
 - ★ Muskegon (Muskegon County)
- 5 East Central Michigan region**
 - ★ Mt. Pleasant (Isabella County)
- 6 East Michigan region**
 - ★ Laingsburg (Shiawassee County)
- 7 South Central region**
 - ★ Lansing (Ingham County)
 - ★ Meridian Twp. (Ingham County)

- 8 Southwest region**
 - ★ Battle Creek (Calhoun County)
 - ★ Kalamazoo (Kalamazoo County)
 - ★ Marshall (Calhoun County)

- 9 Southeast Michigan region**
 - ★ Howell (Livingston County)
 - ★ Jackson (Jackson County)
 - ★ Pinckney (Livingston County)
 - ★ Ypsilanti (Washtenaw County)

- 10 Detroit Metro region**
 - ★ Dearborn (Wayne County)
 - ★ Eastpointe (Macomb County)
 - ★ Ferndale (Oakland County)
 - ★ Lathrup Village (Oakland County)
 - ★ Oak Park (Oakland County)
 - ★ Roseville (Macomb County)
 - ★ Southfield (Oakland County)

- ★ RRC Certified Community®
32 communities
- ◆ RRC evaluation completed
139 communities
- RRC evaluation in progress
83 communities

redevelopment ready communities®





ment ready
communities

BEST PRACTICES



1. Community plans and outreach
2. Zoning regulations
3. Development review process
4. Recruitment and education
5. Redevelopment Readiness Sites®
6. Community prosperity

Evaluation snapshot

Pontiac has completed 40% of the RRC criteria and is in the process of completing another 27.5%.

1.1.1	1.1.2	1.1.3 N/A	1.1.4	1.2.1	1.2.2	1.2.3
2.1.1	2.1.2	2.1.3	2.1.4	2.1.5	2.1.6	2.1.7
2.1.8	3.1.1	3.1.2	3.1.3	3.1.4	3.1.5	3.1.6
3.1.7	3.1.8	3.2.1	3.2.2	4.1.1	4.1.2	4.2.1
4.2.2	4.2.3	4.2.4	5.1.1	5.1.2	5.1.3	5.1.4
5.1.5	5.1.6	6.1.1	6.1.2	6.2.1	6.2.2	

ALREADY MEETING

- **Best Practice 2: Zoning Ordinance**
 - Aligns with Master Plan
 - Allows for a variety of housing options
 - Includes standards to improve non-motorized transportation
 - Flexible parking standards
 - Focus on low-impact development and green infrastructure
- **Best Practice 6.1.1: Economic Development Strategy**
 - Identifies challenges and opportunities
 - Six-pillar framework for economic transformation
 - Strong implementation section
 - Coordinates with regional economic development strategies

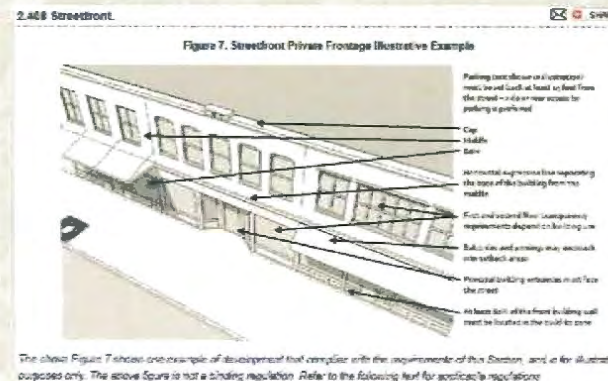


Table 4. Permitted Private Frontage Layouts by Zoning District

Key:	■ Permitted By Right	○ May Be Permitted Following Special Exception Approval	[blank] Layout Not Permitted	
PRIVATE FRONTAGE LAYOUT (P)	Residential Districts	Mixed Use Districts	Industrial Districts	DEVELOPMENT STANDARDS
	R-1	R-2, R-3, C-1, C-2, C-3, C-4, M-1, M-2, M-3	I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12, I-13, I-14, I-15, I-16, I-17, I-18, I-19, I-20, I-21, I-22, I-23, I-24, I-25, I-26, I-27, I-28, I-29, I-30, I-31, I-32, I-33, I-34, I-35, I-36, I-37, I-38, I-39, I-40, I-41, I-42, I-43, I-44, I-45, I-46, I-47, I-48, I-49, I-50, I-51, I-52, I-53, I-54, I-55, I-56, I-57, I-58, I-59, I-60, I-61, I-62, I-63, I-64, I-65, I-66, I-67, I-68, I-69, I-70, I-71, I-72, I-73, I-74, I-75, I-76, I-77, I-78, I-79, I-80, I-81, I-82, I-83, I-84, I-85, I-86, I-87, I-88, I-89, I-90, I-91, I-92, I-93, I-94, I-95, I-96, I-97, I-98, I-99, I-100	
	Standard Lots (as shown on Zoning Map)			
Common Yard	■	■	■	Section 2.404
Front Parking	■	○	■	Section 2.405
Stoop	■	○	■	Section 2.406
Courtyard	■	○	■	Section 2.407
Streetfront	■	○	■	Section 2.408
	Small Front Setback Lots (as shown on Zoning Map)			
Common Yard	■	■	■	Section 2.404
Front Parking	■	○	■	Section 2.405
Stoop	■	○	■	Section 2.406
Courtyard	■	○	■	Section 2.407
Streetfront	■	○	■	Section 2.408

PLAN PILLARS

The six plan pillars are derived from the market analysis (factual basis) and community feedback (first-hand knowledge and intuitive basis) and serve as the foundation of the Plan.

- EDUCATE + DEVELOP THE WORKFORCE
- ADVANCE STRATEGIC GROWTH AREAS
- ENHANCE THE LOCAL BRAND + IMAGE
- IMPROVE THE LOCAL QUALITY OF LIFE
- PROMOTE DEVELOPMENT IN PRIORITY AREAS
- ALIGN + EMPOWER THE IMPLEMENTERS

HOW WE GROW STRATEGIES

A set of achievable projects that link the what and where we want to grow

MAKING GOOD PROGRESS

- **Best Practice 1.1.1: Master Plan**
 - Reaffirm or update in 2019
 - Report progress on implementation to governing body annually
- **Best Practice 1.1.2: Downtown Plan**
 - Create estimated costs and timelines for projects
 - Coordinate downtown projects in CIP
- **Best Practice 3: Development Review Process**
 - Advertise the availability of the pre-application conference, along with procedures and expectation
 - Outline internal review process with roles, responsibilities, and timelines
 - Update flow charts with timelines for site plan review, special exemption review, historic district commission review, and sign permit
 - Create customer feedback mechanism & review feedback annually

Exhibit 43 Implementation Plan

Area	Project	Precedence	Timeframe		Responsibilities						
			Plan	Implement	PC	CC	Mayor	CA	Dept	Other	
Zoning and Regulations	Develop and Adopt Comprehensive Overlay Districts	1	1	1	+	+			ALB		
	Develop and Adopt Transit Oriented Development Overlay District	1	1	1	+	+			ALB		
	Create pedestrian-friendly site design standards for all residential, commercial and mixed-use districts	1	1	1	+	+			PLA		
	Various amendments related to Best Practices, including (but not limited to) procedures, definitions, standards and physical design	1	1	1	+	+			PLA		
	Adapt Comprehensive ordinance and policy	1	1	1	+	+			PLA		
Transportation & Infrastructure	Develop complete streets engineering standards	1	1	1				+	ENG		
	Develop and adopt a five-mile non-motorized plan	2	1	2	+	+	+		PLA & ENG		
	Complete city-wide sidewalk inventory	2	2	2					ENG		
	Work with SMART to expand service hours on existing routes and create new east-west routes	2	4	4		+	+		ENG		
	Work with SMART and the RTA to create Transit Hub in Downtown Pontiac	3	4	4		+	+	+	ENG		
Economic Development	Work with Oakland County to implement the Downtown Transportation Assessment	3	4	4				+	ENG		
	Reopen Clinton River trail through Downtown and connect to Auburn Hills	1	4	4	+	+	+	+			
	Create blue ribbon committee to assist Pontiac School District with marketing and redeveloping vacant properties	1	1	1	+	+	+	+			
	Develop and produce business attraction and marketing materials	2	1	4							
	Develop real-time database of re-development opportunities	2	1	1							
	Improve the web presence of Pontiac's economic development opportunities	3	1	1							
	Build on existing partnerships to encourage redevelopment within entrepreneurial districts	1	1	4	+			+			
	Partner with NACB to offer business training	2	1	4							
	Increase capacity of inexperienced developers/broccoli owners	2	4	4							
	Create partnership to expand funding for small business	2	4	4							
	Partner with Oakland County to provide additional business assistance for low income business owners	1	1	4				+			
	Create local organization or partnership to provide technical assistance to small businesses	1	1	2							
	Identify neighborhood business funding opportunities	1	1	4							
	Work with neighborhood groups to develop neighborhood economic development plans	2	2	4							
	Work with Pontiac Housing Commission to prioritize the sale and redevelopment of the former Crystal Lake Homes site	1	1	1				+			

OPPORTUNITIES FOR IMPROVEMENT

- **Best Practice 1.1.4: Capital Improvements Plan**
 - Create a 6-year CIP that meets the RRC best practices
- **Best Practice 1.2: Public Participation Plan**
 - Develop a comprehensive public participation plan that outlines how to engage a diverse group of stakeholders for planning and development related activities.
 - Include methods of sharing public input in a timely manner and how the success/failure of outreach methods will be evaluated
- **Best Practice 5: Priority Redevelopment Sites**
 - Prioritize at least 3 sites for redevelopment and gather basic information for each site
 - Find community champions and develop a vision for each site
 - Identify negotiable development tool, financial incentives, or in-kind support for each site.
 - Create a detailed and visually appealing property information package for at least one priority site and market online

PUBLIC PARTICIPATION
PLAN STRATEGY

CAPITAL IMPROVEMENTS
PLAN GUIDE

GUIDE TO
REDEVELOPMENT
READY SITES



Jason Horton of Lomax Stern Development Company believes, "The RRC program represents the most innovative and brightest new thinking about redevelopment in the country."

MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION



MOVING FORWARD

Community adopts resolution of intent to continue with RRC process



Community completes missing RRC criteria at its own pace based on capacity and resources. RRC planner maintains communication and provides assistance as requested.

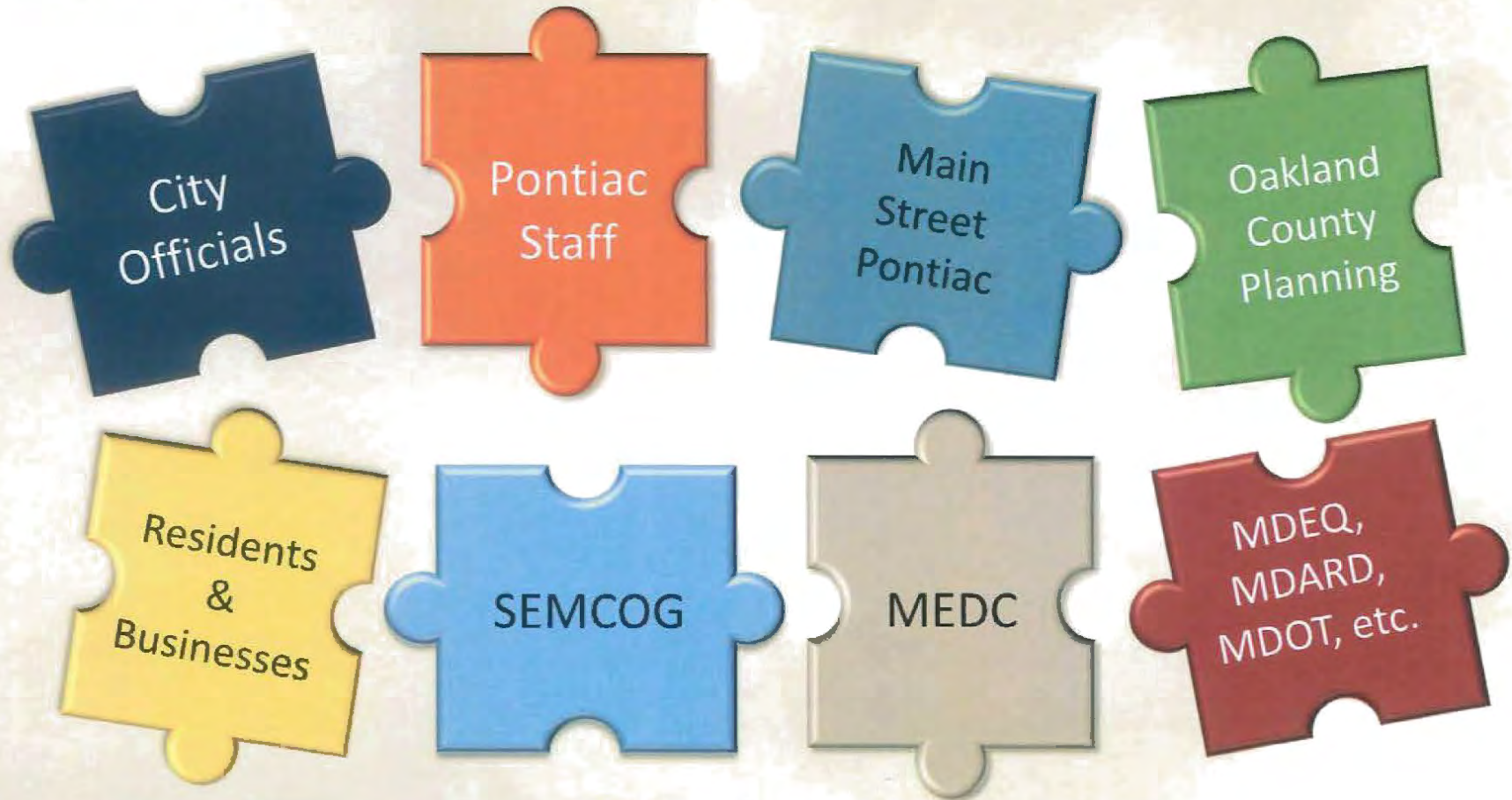


Community provides quarterly updates to RRC program.



Upon completion of all criteria, community is certified as a Redevelopment Ready Community®.

RRC WORKING GROUP/PARTNERSHIPS



Certification is the signal
that your community is
open for business



Technical assistance
match funding

3rd party
review



VALUE



Continued
technical
assistance

On-going
partnership



Eligibility for
community development
funding consideration



RESOURCES
www.miplace.org



Elizabeth King
RRC Planner
517.249.0827
kinge5@michigan.org

#9

PRESENTATION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais DiSessa, Deputy Mayor

CC: Danielle Kelley, Plante Moran

DATE: March 21, 2019

RE: **Presentation – Annual Budget Goal Session.**

As many of you are familiar, on an annual basis, the Executive Staff solicits input from the City Council to help prepare the City's annual budget.

This year, a Budgetary Goal Session will be presented at our upcoming City Council Study Session, in order to obtain your input. Please provide any additional goals and budgetary strategies you would like to see considered in the upcoming budget.

To assist you with this endeavor, attached is a copy of the City Goals and Objectives statement and the Budget Calendar.

Attachments

City of Pontiac

City Council Goals and Objectives – Vision and Values Statement

Vision

"The City of Pontiac is the county seat with a strong economic development focus. It is a destination that promotes diversity, is business friendly, vibrant, and an inviting place to live, work, and visit. Pontiac is a community with a small town feel, retaining its sense of history while adjusting gracefully to changes in the twenty-first century."

Mission for Pontiac City Government

The mission of the City of Pontiac is to cultivate the City as a prime community for both families and businesses and to ensure that all municipal services are provided efficiently and in a fiscally responsible manner.

Core Values

1. **Reliability** – We provide quality, dependable service to our citizens.
2. **Diversity** – We celebrate and embrace the diversity of our community and utilize that strength.
3. **Compassion** – We listen to our citizens and appreciate their perspectives and situations.
4. **Fiscal responsibility** – We are accountable to taxpayers and ensure that tax dollars are spent appropriately and wisely.
5. **Collaboration** – We work together between residents and government to provide efficient solutions to the needs of the community.

City Goals

1. Ensure that the City of Pontiac maintains a structurally balanced budget.
 - a. Develop a five year long term forecast for strategic financial planning.
 - b. Continue to scrutinize and update the City's 5 year capital improvement plan.
2. Create a safe and clean community.
 - a. Work closely with Oakland Sheriff's Office to develop a rapport that will enhance community and law enforcement relations.
 - b. Strengthen the City's Code Enforcement ordinances.
3. Improve the City's infrastructure to ensure they are provided in an efficient and fiscally responsible manner.
 - a. Prioritize infrastructure needs by balancing input from the community and local businesses.
 - b. Perform regular feasibility studies on the City's major third party contracts.
4. Develop a vibrant and diverse economy that will help create employment opportunities for our resident, and increase business opportunities for developers.
 - a. Work with various organizations to promote and improve the Cityscape.
 - b. Evaluate the City's economic incentives to balance both revenues to the City and opportunities for businesses to prosper.



CITY OF PONTIAC

DEPARTMENT OF FINANCE

47450 Woodward Avenue
Pontiac, Michigan 48342

2019 – 2020 Budget Calendar*

By ordinance, the following timeline has been established for the 2019-2020 Budget:

Date	Event / Activity
July 1, 2018	New fiscal year 2018-2019 begins.
January 1, 2019	Personnel – Current rates, and budgeted hours, and vacancies schedule
Week of February 4, 2019	Department Heads asked to review budgeted hours <ul style="list-style-type: none"> • Mayor (Mayor, Council, Finance, Sheriff, Youth Recreation) • Garland Doyle (Clerk & Elections) • Rachel Loughrin (Community Development) • John Balint (Public Works) • Vern Gustafsson (Planning & Code Enforcement) • Lynette Ward (District Court)
February 8, 2019	Department heads return and approved budgeted hours
February 28, 2019	<ul style="list-style-type: none"> • Plante Moran development schedules of key accounts Other areas of the budget are worked on as well: <ul style="list-style-type: none"> • Property Tax and Sanitation Fee revenue estimate • Income Tax revenue estimate • Grant Revenue • Personnel Benefits • Insurance Fund/Retiree Benefits • Worker's Comp Fund
March 1 thru March 14, 2019	<ul style="list-style-type: none"> • All work above is entered into BS&A and reviewed for accuracy • Plante Moran begins 5 year forecasting analysis & support • 3/11/2019 – Preliminary revenue forecasts provided to department heads
March 15, 2019	Department heads given access to enter requested budget in BS&A.
April 1, 2019	Department heads return requested budget to Finance

*Note that the deadlines above are mandated by the Budget Ordinance. Internal deadlines can be set by the Mayor for earlier dates of various steps in the process.

April 10, 2019	Finance performs fund balance projections and calculation of fund balance policies
April 15, 2019	Finance presents budget to Mayor for review
April 15 thru April 30, 2019	Mayor meets with Department Heads to balance the budget
May 1, 2019	Mayor returns balanced budget to Finance
May 15, 2019	Mayor submits proposed balanced budget to City Council
May 21, 2019	Study session: Mayor/ Finance meets with Council regarding budget. Establish public hearing for 6/4/2019
May 28, 2019	Formal meeting: Mayor/Finance responds to any questions and changes to Council
May 29, 2019	Public notice on hearing of budget to be published in Oakland Press

*Note that the deadlines above are mandated by the Budget Ordinance. Internal deadlines can be set by the Mayor for earlier dates of various steps in the process.

#10

PRESENTATION

The City of Pontiac is
Partnering with Oakland
County Michigan Works!
Pontiac



Oakland County
MICHIGAN
WORKS!
PONTIAC
AmericanJobCenter

SAVE THE DATE

JOB FAIR

Pontiac City Hall

APRIL 15

10 to 4 PM

"Like" us on Facebook: Oakland County Michigan Works Pontiac "follow" us on Twitter:
@MiWorksPontiac An Equal Opportunity Employer/Program and proud partner of the American
Job Centers. Auxiliary aids and services available upon request to individuals with disabilities.

#11

ORDINANCE



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais DiSessa, Deputy Mayor

CC: Anthony Chubb, City Attorney; and John Balint, DPW Director

DATE: March 7, 2019

RE: **First Reading of Ordinance to amend Subsection 118-76.01(B) (1) ("Standard Concentration Limits") of Article III ("Sewer Use and Pretreatment") of Chapter 118 ("Utilities") of the Municipal Code of Pontiac Michigan ("Municipal Code").**

As the City Council is aware, the Oakland County Water Resource Commission (WRC) oversees City's Sewer System. Consistent therewith, the WRC has determined that the City's Sewer Use and Pretreatment Ordinance regarding standard concentration limits needs to be amended in a manner consistent with the Michigan Department of Environmental Quality Michigan Administrative Code R323.2308.

In accordance with City Charter, for your consideration as a first reading, attached for your consideration is an Ordinance to amend Subsection 118-76.01(B) (1) ("Standard Concentration Limits") of Article III ("Sewer Use and Pretreatment") of Chapter 118 ("Utilities") of the Municipal Code of Pontiac Michigan ("Municipal Code").

The WRC is responsible for the publication, intake of all public comment related to the amendment, and any necessary public hearing. City Attorney Chubb and a WRC Representative will be available to address any questions regarding this item.

Attachment

ORDINANCE NO. ____

AN ORDINANCE TO AMEND SUBSECTION 118-76.01(B)(1) ("STANDARD CONCENTRATION LIMITS") OF ARTICLE III ("SEWER USE AND PRETREATMENT") OF CHAPTER 118 ("UTILITIES") OF THE MUNICIPAL CODE OF PONTIAC, MICHIGAN ("MUNICIPAL CODE").

THE CITY OF PONTIAC, MICHIGAN, HEREBY ORDAINS:

Sec. 1. Amend Existing Subsection 118-76.01(B)(1) of Article III of Chapter 118 of the Pontiac Municipal Code. Existing Subsection 118-76.01(B)(1) ("Standard Concentration Limits") of Article III ("Sewer Use and Pretreatment") of Chapter 118 ("Utilities") of the Pontiac Municipal Code is hereby amended to read in its entirety as follows:

- (1) Standard Concentration Limits. Unless a SAL for a pollutant parameter has been developed and approved for a user as provided by Section 118-76.01(C) ("Special Alternative Limits"), no person shall discharge or contribute to the POTW, directly or indirectly, pollutants in concentrations that exceed the maximum concentrations ("Standard Concentration Limits") listed below in this Subsection 118-76.01(B)(1):

Toxic Pollutants (Standard Concentration Limits)

Parameter	Instantaneous Maximum		Daily Maximum	
	mg/l ¹	Sample Type ²	mg/l ¹	Sample Type ²
Arsenic	---	---	0.072	Composite
Cadmium	---	---	0.3	Composite
Chromium	---	---	5.6	Composite
Copper	---	---	2.2	Composite
Cyanide (A)	0.62	Grab	0.048	Grab
Lead	---	---	2.2	Composite
Lithium	---	---	5.7	Composite
Mercury	NQ ³	---	NQ ³	Grab
Molybdenum	---	---	0.34	Composite

Nickel	---	---	1.6	Composite
Selenium	---	---	0.13	Composite
Silver	---	---	0.022	Composite
Zinc	---	---	4.3	Composite
Cyanide (T)	---	---	0.67	Composite
Cobalt	---	---	2.3	Composite
Total Phenols	550	Grab	0.53	Grab
2,4-Dichlorophenol	6.5	---	0.37	Grab
Pentachlorophenol	2.1	Grab	0.87	Grab
PCBs	ND ⁴	Grab	ND ⁴	Grab

Compatible Pollutants (Standard Concentration Limits)

Parameter	Instantaneous Maximum		Daily Maximum	
	mg/l ¹	Sample Type ²	mg/l ¹	Sample Type ²
BOD5 (or COD) ⁵	---	---	1,500 ⁶	Composite
Total Suspended Solids	---	---	2,100 ⁷	Composite
Phosphorus (T)	---	---	32 ⁸	Composite
Ammonia Nitrogen (or TKN ⁹)	---	---	125 ¹⁰	Composite
FOG (T)	150 ¹¹	Grab	150 ¹¹	Grab
FOG (Nonpolar)	50	Grab	50	Grab

Notes:

A =
Available
T = Total

1. Mg/l except as otherwise indicated.

Discharges that contain more than one pollutant that may contribute to fume toxicity shall be subject to more restrictive limitations, as determined necessary by the POTW. The more restrictive discharge limits will be calculated based on the additive fume toxicity of all compounds identified or reasonably expected to be present in the discharge, including, without limitation, the specific compounds, if any, listed in Section 118-76.01(B) of this Article.

Also, see Section 118-76.05, regarding application of most restrictive or additional standards or requirements under local, state, and federal laws and regulations.

A user may request the Director to develop alternative limits to the Standard Local Limits for specific pollutants ("Special Alternative Limits" or "SALs") as provided by Section 118-76.01(C).

2. See Section 118-79.03 of this Article for sample type requirements.
3. NQ = Non-quantifiable concentration, defined as at or below the quantification level of 0.2 ug/l using U.S. EPA Method 245.1 (or at or below other quantification levels applicable under alternative test methods required by the POTW or by other applicable laws or regulations). Mercury sampling procedures, preservation and handling, and analytical protocol for compliance monitoring of a user's discharge shall be in accordance with U.S. EPA method 245.1, unless the Director requires U.S. EPA Method 1631 (or other appropriate method). The quantification level shall be 0.2 ug/l for Method 245.1 or 0.5 ng/l for Method 1631, unless higher levels are approved by the Director because of sample matrix interference. Any discharge of mercury at or above the level of quantification is a specific violation of this Article.
4. The instantaneous maximum and daily maximum discharge limit for PCBs is non-detect. Except as otherwise required by the Director, compliance with this limit shall be determined as follows: A compliance limit of "non-detect" shall be used for instantaneous maximum and daily maximum discharge limit. Any discharge of PCBs at or above the quantification level is a specific violation of this Article. PCB sampling procedures, preservation and handling, and analytical protocol for compliance monitoring of a user's discharge shall be in accordance with U.S. EPA method 608. The quantification level shall be 0.1 ug/l, unless higher levels are determined appropriate by the Director because of sample matrix interference. Total PCBs shall be defined as the sum of the Aroclors 1016, 1221, 1232, 1242, 1248, 1254 and 1260. In addition, any detected Aroclor-specific measurements shall be reported.
5. At the Director's discretion, any limit for BOD5 may be replaced with a corresponding COD limit by multiplying the BOD5 limit by the user-specific ratio of COD to BOD5, provided this ratio is based on at least six samples collected over a four-week period or more sampling data if available.
6. Any discharge of BOD5 in excess of 275 mg/l shall be subject to surcharge as provided by this Article.
7. Any discharge of TSS in excess of 350 mg/l shall be subject to surcharge as provided by this Article.
8. Any discharge of phosphorus (T) in excess of 6 mg/l shall be subject to surcharge as provided by this Article.
9. At the Director's discretion, any limit for Ammonia Nitrogen may be directly expressed as a TKN limit when the user's discharge contains organic nitrogen.
10. Any discharge of Ammonia Nitrogen in excess of 25 mg/l shall be subject to surcharge as provided by this Article. (If TKN is the regulated or measured parameter instead of Ammonia Nitrogen, any discharge of TKN in excess of 40 mg/l shall be subject to surcharge as provided by this Article.)
11. Any discharge of FOG (T) in excess of 100 mg/l shall be subject to surcharge as provided by this Article.

The IMC and daily maximum limits listed above in this Section 118-76.01(B)(1) (or as listed elsewhere in this Article or in any User Permit or Order) for each pollutant parameter are the concentrations which may not be exceeded and at which enforcement begins. The surcharge threshold concentrations as specified in notes 6, 7,

8 and 10 (above) are the concentrations above which surcharges may be imposed.

Discharges exceeding the surcharge thresholds, and which also exceed the instantaneous maximum and daily maximum limits (or which violate any other applicable prohibitions, limitations, standards, or requirements), are violations of this Article, and are also subject to surcharges as provided by this Article. All violations of applicable discharge prohibitions and limitations and all instances of noncompliance with applicable discharge requirements constitute a violation of this Article, subject to applicable fines, penalties and other enforcement actions. In no event shall the imposition of a surcharge for a discharge that does not meet the applicable prohibitions, limitations or requirements be construed as authorizing the illegal discharge or otherwise excuse a violation of this Article.

Sec. 2. Severability. Sections of this Ordinance shall be deemed severable and should any section, clause or provision of this Ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

Sec. 3. Saving Clause. The amendment or repeal by this Ordinance of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this Ordinance or prosecutions based upon actions taken by any person prior to the effective date of this Ordinance. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this Ordinance.

Sec. 4. Conflict. Except as otherwise expressly provided, the provisions of this Ordinance shall control in the event of any inconsistency or conflict between this Ordinance and any other provision of any other Ordinance of the City.

Sec. 5. Publication. This Ordinance shall be published by publishing a summary of the Ordinance in a newspaper of general circulation in the City of Pontiac, including the designation in the publication of the location in the City where a true copy of the Ordinance can be inspected or obtained, as authorized by State law, which shall be completed by the Water Resource Commission.

Sec. 6. Effective Date. This Ordinance shall become effective 10 days from its adoption.

Adopted this _____

Pontiac, Michigan.

On roll call, the vote was: Yeas:

Nays:

By: _____

Garland Doyle, City Clerk

#12

RESOLUTION

City of Pontiac Resolution for Week of the Young Child

WHEREAS, it is the sense of this legislative body to recognize that with every rising star, there is hope for a better tomorrow and the possibilities of producing exceptional leaders are endless; and,

WHEREAS, parents, teachers, families, communities and lawmakers, are all a part of a collaborative village which is delegated with the explicit duty and responsibility of ensuring that young children are provided the necessary tools which include, compassion, attention and education, in order to grow and mature into productive, self-sufficient, considerate and loving adults, with life-skills; and,

WHEREAS, during this week, we highlight and encourage efforts that foster the education and well-being of Michigan's young children.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council, and members of this great community, honor and hereby acknowledge April 8-12, 2019 as Week of the Young Child in Michigan.

Kermit Williams, President

Randy Carter, President Pro-Tem

Patrice Waterman, Councilwoman

Don Woodward, Councilman

Mary Pietila, Councilwoman

Gloria Miller, Councilwoman

Doris Taylor-Burks, Councilwoman

#13

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

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

DATE: March 20, 2019

RE: MDOT University Drive Reconstruction Funding Agreement

The Michigan Department of Transportation has prepared and delivered the attached funding agreement for the University Drive Reconstruction project. This project is partially funded through National Highway Administration STPU funds totaling \$2,139,227.50. The total estimated cost of the project is \$4,909,500.00. With the total estimate of \$4,909,500, the City's portion of the project is \$2,770,272.50. This project is budgeted in fiscal year 2018/19 and 2019/2020.

The project work includes the removal and replacement of the concrete on University Drive from Martin Luther King Jr. Boulevard to the E. City Limit. This includes all pavement and curb and gutter. We will also be upgrading the traffic signals and some sidewalk and ADA ramps along this route.

The MDOT bid letting for this project is scheduled for Friday, April 5th, 2019. The project will begin within 60 days of the bid letting, potentially sooner. The project will take up to 5 months to complete.

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached MDOT funding agreement for the University Drive Reconstruction project.

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

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

WHEREAS, The project is budgeted in the 2018/19 and 2019/2020 Major Street budget,

NOW, THEREFORE,
BE IT RESOLVED,

The Pontiac City Council authorized the Mayor or Deputy Mayor to sign the MDOT funding agreement for the University Drive Reconstruction Project

JVB

attachments

STP

DA

Control Section	STU 63000
Job Number	203657CON
Project	1900(473)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	19-5116

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PONTIAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Pontiac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 4, 2019, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Concrete roadway construction work along University Drive from Martin Luther King Jr. Boulevard easterly to the east city limits of Pontiac; including aggregate base, concrete curb and gutter, storm sewer, concrete sidewalk ramp, traffic signal upgrade, pavement marking, restoration, and traffic control work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Lighting installation and associated conduit work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

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

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

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

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

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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

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

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$2,139,227.50 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

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

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

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

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

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

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

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

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the

PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

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

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

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

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

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

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

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

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

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

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

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

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

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

CITY OF PONTIAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



March 4, 2019

EXHIBIT I

CONTROL SECTION	STU 63000
JOB NUMBER	203657CON
PROJECT	1900(473)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$4,860,200.00	\$49,300.00	\$4,909,500.00

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$4,860,200.00	\$49,300.00	\$4,909,500.00
Less Federal Funds*	<u>\$2,139,227.50</u>	<u>\$ -0-</u>	<u>\$2,139,227.50</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$2,720,972.50	\$49,300.00	\$2,770,272.50

*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV
MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

#14

RESOLUTION

Memorandum

To: Honorable Mayor, Council President and City Council Members

From: Jane Bais-DiSessa, Deputy Mayor

CC: Michelle L. McKenzie, Purchasing Agent

Date: March 21, 2019

Re: Public Hearing for Reprogramming of CDBG Program Year 2016 funds

We are requesting that the City Council approve the reprogramming of \$ 9,225.18 from Senior Center to Clearance & Demolition so the City can continue the efforts of the Blight Elimination Initiative. We will provide asbestos abatement and home demolition services to eliminate blighted conditions, which is one of the three National objectives of the CDBG federal funding. Prior to the City Council voting to approve the reprogramming, a public hearing will need to be held. We are required to inform the public at least 10 days prior to the public hearing. In order to meet this notice requirement, we are requesting that your honorable body set a public hearing for April 9, 2019. The City Clerk is required to publish the hearing notice in a local newspaper. Attached is a copy of the public hearing notification that the City Clerk will publish in the paper.

As Such, we respectfully request that the following resolution be approved.

Be It Resolved that the Pontiac City Council schedules a public hearing on the reprogramming of Community Development Block Grant Program Year 2016 funds \$ 9,225.18 from Senior Center to Clearance & Demolition on April 9, 2019.

City of Pontiac

City Council

Notice of Public Hearing

Community Development Block Grant Funds

NOTICE IS HEREBY GIVEN that in accordance with Community Development Block Grant (CDBG) requirements a Public Hearing will be held by the City of Pontiac at Pontiac City Hall on April 9, 2019 at 6:00 pm at the **City Council Chambers in City Hall 47450 Woodward Avenue, Pontiac, MI 48342** to receive written and verbal comment regarding the reprogramming of Federal CDBG funds as follows:

Existing-2016 Program Year

Activity Number	731696
Activity Description	Senior Center
Amount	\$ 9,225.18

Proposed-2016 Program Year

Activity Number	730345
Activity Description	Clearance and Demo
Amount	\$ 9,225.18

Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving a 72-hour advanced notice. Please contact City Clerk's Office (248) 758-3200 for special services.

Garland S. Doyle, M.P.A., CNP, Interim City Clerk
Published (Oakland Press, March 27, 2019)



**Resolution Approving Application for Certificate for Kevadiya, Inc.,
For An Obsolete Properties Rehabilitation Act (OPRA) Application**

WHEREAS, pursuant to PA 146 of 2000, as amended, the City of Pontiac is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts; and

WHEREAS, the City of Pontiac legally established the Obsolete Property Rehabilitation District on December 19, 2002; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 does not exceed 5% of the total taxable value of the City of Pontiac; and

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 on March 26, 2019; and

WHEREAS, the applicant is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000; and

WHEREAS, the applicant Kevadiya Properties, LLC has provided answers to all required questions under the application instructions to the City of Pontiac; and

WHEREAS, the City of Pontiac requires that rehabilitation of the facility shall be completed by December 31, 2019; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in the City of Pontiac eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to create employment in which the facility is situated; and

WHEREAS, the use of this property shall be restricted to non-marihuana related uses during the effective period of the OPRA Certificate. Shall use of the property become marihuana related, the OPRA Certificate shall be immediately revoked by the City; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(1) of Public Act 146 of 2000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pontiac

Be and hereby is granted an Obsolete Property Rehabilitation Exemption for the real property, excluding land, located in the Obsolete Property Rehabilitation District at 84-100 N. Saginaw (Tax Parcel Number: 14-29-426-012) for 12 years, beginning December 31, 2019, and ending December 30, 2031, pursuant to the provisions of PA146 of 2000, as amended.

#15

RESOLUTION

#16

RESOLUTION

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

RONALD C. LISCOMBE
TEL (313) 496-7906
FAX (313) 496-8451
E-MAIL liscombe@millercanfield.com

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CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia

Warsaw • Wrocław

March 21, 2019

VIA EMAIL

Dr. Deirdre Waterman, Mayor
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Re: City of Pontiac Capital Improvement Bonds, Series 2019 (Limited Tax General Obligation)

Dear Mayor Waterman:

I have enclosed with this letter the following resolutions related to the City of Pontiac (the "City") Capital Improvement Bonds, Series 2019 (Limited Tax General Obligation) (the "Bonds"): a Notice of Intent and Bond Authorizing Resolution (the "Bond Resolution") and a Resolution Authorizing Issuance of Bond Anticipation Notes (the "BAN Resolution"), each to be considered by the City Council (the "Council") at its regular meeting on April 2, 2019. Each resolution authorizes securities which may be issued to pay the costs of certain capital improvements to the Phoenix Center facility (the "Project").

The Bond Resolution authorizes the publication of a Notice of Intent to the electors of the City of the City's intent to issue its capital improvement bonds. Upon approval, the Notice of Intent will need to be published in the *Oakland Press* as a display advertisement not less than one-quarter (1/4) page in size. Upon its publication, please request five tear sheets and five affidavits of publication from the publisher for inclusion in the final Bond transcripts.

The Bond Resolution also authorizes the issuance of the Bonds, in one or more series, in an aggregate principal amount not-to-exceed nineteen million five hundred thousand dollars. We provide broad authority for the Bonds to be sold either at a competitive or negotiated sale to any of the Michigan Finance Authority (the "MFA"), an underwriter or a private purchaser. The Bonds will be limited tax, full faith and credit obligations of the City, payable as a first budget obligation of the City. The Bond Resolution also authorizes the City to pledge its receipts of distributable state aid (a/k/a revenue sharing) as security for the Bonds if they are sold to the MFA. The Bond Resolution delegates authority to certain authorized officers of the City to make certain determinations and take certain actions to effectuate the sale of the Bonds without further action of the Council.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mayor Deirdre Waterman

-2-

March 21, 2019

The BAN Resolution authorizes the City to issue its bond anticipation notes, which are short-term securities typically used to pay preliminary costs of capital improvement projects. The BAN Resolution pledges the City's limited tax, full faith and credit for repayment of the notes, however, we fully expect bond anticipation notes, if issued, to be repaid from the proceeds of the Bonds. We anticipate issuing the bond anticipation notes only in the event the City has preliminary Project costs that need to be paid before the full scope and timing of the Project is finalized.

After adoption of the Bond Resolution and the BAN Resolution, we would appreciate receiving five original copies of each, certified by the City Clerk.

If you have any questions, please do not hesitate to contact me or Harold Bulger.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 
Ronald C. Liscombe

Cc w/encl: Jane Bais-DiSessa
John Clark, Esq.
Brian Camiller
Danielle Kelley
Brian Lefler
Alyson Hayden
Harold Bulger, Esq.

**NOTICE OF INTENT AND BOND AUTHORIZING RESOLUTION
CAPITAL IMPROVEMENT BONDS, SERIES 2019
(LIMITED TAX GENERAL OBLIGATION)**

City of Pontiac
County of Oakland, State of Michigan

Minutes of a regular meeting of the City Council of the City of Pontiac, County of Oakland, State of Michigan, held on April 2, 2019, at 6:00 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the "City"), intends to issue and sell its limited tax general obligation bonds in one or more series pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in the aggregate principal amount of not-to-exceed Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) (the "Bonds") for the purpose of paying all or part of the costs of acquiring, constructing, furnishing and equipping improvements to the parking deck, plaza and related improvements to the facility commonly known as the Phoenix Center, together with all appurtenances and attachments thereto (the "Project"); and

WHEREAS, a notice of intent (the "Notice") to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the Notice will be published in accordance with Act 34, which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and no petition was filed within said time; and

WHEREAS, the City determines that it is necessary and appropriate at this time to issue capital improvement bonds pursuant to Act 34 in an amount not to exceed Nineteen Million Five Hundred Thousand Dollars (\$19,500,000); and

WHEREAS, the City Council desires to authorize the sale of the Bonds pursuant to either a competitive or negotiated sale to the Michigan Finance Authority (the "MFA"), an underwriter (the "Underwriter") or a qualified financial institution or other purchaser pursuant to a private placement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Notice of Intent; Publication. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in the *Oakland Press*, a newspaper of general circulation in the City.

2. Notice of Intent; Form. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.

3. Notice of Intent; Determinations. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the City's electors and taxpayers residing in the boundaries of the City of the City's intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. Reimbursement. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from funds of the City subsequent to sixty (60) days prior to today.
- (b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$19,500,000.
- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. Authorization of Bonds; Bond Terms. Bonds of the City designated Capital Improvement Bonds, Series 2019 (Limited Tax General Obligation) (Taxable/Tax-Exempt) (the "Bonds") are authorized to be issued, in one or more series, in the aggregate principal sum of not to exceed Nineteen Million Five Hundred Thousand Dollars (\$19,500,000) for the purpose of paying the costs of the Project, including the costs incidental to the issuance, sale and delivery of the Bonds. The Bonds of each series shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration. The Bonds of each series will be dated as of the date of delivery (or such other date as determined at the time of sale thereof), be payable in the years and in the amounts and be subject to redemption in the manner and at the times and prices to be determined by determined by the Mayor, the Deputy

Mayor or the Finance Director (each, an "Authorized Officer") in a sale order (the "Sale Order") at the time of sale. The Bonds shall be issued as serial bonds, term bonds, a combination thereof, or as single instrument bond, as determined by an Authorized Officer in the Sale Order at the time of sale thereof. If the Bonds are sold to an Underwriter, the underwriter's discount shall not exceed 1% of the par amount of the Bonds.

The Bonds shall bear interest at such rates on a fixed and/or variable and tax-exempt or taxable basis not in excess of the legal limit, and be payable on such dates, all as shall be provided in the Sale Order. Interest shall be payable by check or draft mailed by the Transfer Agent (as hereinafter defined) to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The principal of the Bonds shall be payable at a bank or trust company as a registrar and transfer agent for the Bonds to be selected by an Authorized Officer, and shall include the trustee if any of the Bonds shall be sold through the MFA (the "Transfer Agent").

Each Authorized Officer may determine to issue the Bonds as draw-down bonds. In such event, the aggregate principal amount of the Bonds shall correspond to the amount actually drawn down by the City periodically. Interest in such principal amounts drawn by the City shall accrue from the date each such principal amount is drawn down by the City. The Transfer Agent shall record on the registration books draws of principal and payment by the City of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the City Treasurer.

6. Execution of Bonds; Book-Entry-Only Form. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed with facsimile signatures shall be valid until authenticated by an authorized officer or representative of the Transfer Agent.

The Bonds may be issued in book-entry-only form through the Depository Trust Company in New York, New York ("DTC") and any Authorized Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the Bond form within the parameters of this resolution as may be required to accomplish the foregoing.

7. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

8. Security for the Bonds; Pledge; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the principal and interest on the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

In the event the City sells the Bonds to the MFA, as additional security for the payment of principal of and interest on the Bonds, the City may pledge, pursuant to the authorization provided in Act 227, Public Acts of Michigan, 1985, as amended, money received or to be received by the City whether derived from imposition of taxes by the State of Michigan (the "State") or from other sources and returned or to be returned to the City as provided by the Constitution of the State or the Glenn Steil State Revenue Sharing Act, Act 170, Public Acts of Michigan, 1971, as amended ("Distributable State Aid), with such priority of lien and pursuant to such terms as shall be determined by an Authorized Officer.

In connection with a sale of the Bonds to the MFA and pledge of Distributable State Aid, each Authorized Officer is hereby authorized to negotiate and enter into: (i) an amendment and restatement of that certain Amended and Restated Trust Agreement between itself, the City of Pontiac Tax Increment Finance Authority, the MFA and U.S. Bank National Association, as trustee, dated December 1, 2007, (ii) one or more agreements for the pledge and intercept of Distributable State Aid and (iii) such other agreements as shall be deemed necessary by an Authorized Officer, all of which shall be confirmed in a Sale Order at the time of the sale of the Bonds.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

9. Establishment of Accounts and Funds. The City hereby establishes and creates the following special, separate and segregated accounts and funds which shall be held for and on behalf of the City by a bank or banks or other financial institution which an Authorized Officer designates as depository or trustee of the City:

- A. 2019 Capital Improvement Bonds Debt Retirement Fund;
- B. 2019 Capital Improvement Bonds Bond Issuance Fund; and
- C. 2019 Capital Improvement Bonds Construction Fund.

Each Authorized Officer is hereby authorized to establish such accounts, subaccounts or funds as shall be required for the Bonds, if any, to accommodate the requirements of such series

of Bonds, including, but not limited to, such accounts, subaccounts or funds necessary to facilitate the allocation and use of bond proceeds to finance the Project or the purchase and payment of variable rate bonds. Each Authorized Officer is hereby authorized to allocate any net original issue premium, if any, received upon the sale of the Bonds to such accounts and in such amounts as permitted by applicable law and the Code in the case of Bonds issued on a tax-exempt basis (the "Tax-Exempt Bonds").

10. 2019 Capital Improvement Bonds Debt Retirement Fund. From the proceeds of the sale of the Bonds there shall be set aside in the 2019 Capital Improvement Bonds Debt Retirement Fund the accrued interest, if any, received from the purchasers of the Bonds at the time of delivery of the Bonds, together with any capitalized interest thereon. Proceeds of all taxes levied pursuant to Section 4 shall be used to pay the principal of and interest on the Bonds when due. The foregoing amounts shall be placed in the 2019 Capital Improvement Bonds Debt Retirement Fund, and so long as the principal of or interest on the Bonds shall remain unpaid, no moneys shall be withdrawn from the Debt Retirement Fund except to pay such principal and interest. Any amounts remaining in the Debt Retirement Fund after payment in full of the Bonds shall be retained by the City to be used for any lawful purpose.

11. 2019 Capital Improvement Bonds Bond Issuance Fund. From the proceeds of the Bonds there shall be set aside in the Bond Issuance Fund a sum sufficient to pay the costs of issuance of the Bonds. Moneys in the Bond Issuance Fund shall be used solely to pay expenses of issuance of the related series of Bonds. Any amounts remaining in the Bond Issuance Fund after payment of issuance expenses shall be transferred to the Construction Fund.

12. 2019 Capital Improvement Bonds Construction Fund. After making the deposits required by Sections 6 and 7, the proceeds of the Bonds shall be deposited into the Construction Fund. Except for investment pending disbursement and as hereinafter provided, moneys in the Construction Fund shall be used by the City solely and only to pay the costs of the Project as such costs become due and payable and to pay capitalized interest, if necessary. Each Authorized Officer is hereby authorized to expend money from the Construction Fund and the accounts thereof established hereunder, for costs of the Project, including reimbursement to the City for moneys previously expended on the Project, to the extent reimbursement for such expenditures has been properly induced by resolution of the City Council in accordance with the Code, if required for the Tax-Exempt Bonds.

Upon payment of all costs of the Project, any balance in the Construction Fund shall be transferred to the 2019 Capital Improvement Bonds Debt Retirement Fund or used in any other manner which in the opinion of nationally recognized bond counsel is permitted by law and which in the case of such balance allocable to Tax-Exempt Bonds (as defined herein) will not cause the interest on any Tax-Exempt Bonds to become includible in gross income for federal income tax purposes.

13. Investment of Monies in the Bonds Funds and Accounts. An Authorized Officer shall direct the investment of monies on deposit in the Funds and Accounts established hereunder. Monies on deposit in the funds and accounts established under this Resolution may be invested in such investments and to the extent permitted by applicable law.

14. Sale to the MFA. In connection with the sale of any series of the Bonds to the MFA, the following additional provisions shall apply:

(a) Each series of Bonds shall be in the form of a single fully-registered, nonconvertible bond in the denomination of the full principal amount thereof (or be in such other form as agreed to by the City and the MFA), dated as of the date of delivery of the Bonds, payable in principal installments serially as finally determined at the time of sale of the Bonds and approved by the MFA and an Authorized Officer. Final determination of the principal amount of a series and the payment dates and amounts of principal installments of a series of Bonds shall be evidenced by execution of a Purchase Contract between the City and the MFA providing for sale of the Bonds, and each Authorized Officer is authorized to negotiate the terms of, approve the form of and execute and deliver the Purchase Contract when it is in final form and to make the determinations set forth above. An Authorized Officer shall approve of a series designation with respect to each series of Bonds.

(b) The Bonds or principal installments thereof will be subject to prepayment prior to maturity in the manner and at the prices and times as provided in the form of the Bonds contained in this Resolution or as may be approved by an Authorized Officer at the time of sale of the Bonds or by the MFA at the time of prepayment.

(c) The Bonds shall bear interest at the rates specified in the Purchase Contract and approved as evidenced by execution of the Purchase Contract, and an Authorized Officer shall deliver the Bonds in accordance with the delivery instructions of the MFA.

(d) The Bonds shall not be convertible or exchangeable into more than one fully-registered bond unless otherwise agreed to by the City and the MFA. Principal of and interest on the Bonds shall be payable as provided in the Bond form in this Resolution as the same may be amended to conform to MFA requirements.

(e) The Trustee shall record on the registration books payment by the City of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the City Treasurer.

(f) Upon payment by the City of all outstanding principal of and interest on a Bond, the MFA shall deliver the respective Bond to the City for cancellation.

15. The MFA's Depository. Notwithstanding any other provision herein to the contrary, in connection with a sale of any series of the Bonds to the MFA and so long as the MFA is the owner of the Bonds, the Bonds will be payable as to principal, premium, if any, and interest at the corporate trust office of U.S. Bank National Association, Detroit, Michigan, or

such other qualified bank or financial institution as shall be designated in writing to the City by the MFA (the "MFA's Depository"). The City will deposit or cause the Trustee to deposit with the MFA's Depository payments of the principal of, premium, if any, and interest on the Bonds in immediately available funds at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. Written notice of any redemption of the Bonds shall be given by the City and received by the MFA's Depository at least 40 days prior to the date on which such redemption is to be made.

16. Bond Form. The Bonds shall be in substantially the following form with such changes as may be required to conform the Bond to the final terms of the Bonds established by the Sale Order; *provided*, however, that each Authorized Officer is hereby authorized to adjust the form of the Bond to meet the requirements of the transaction within the parameters established in this Resolution:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND

CITY OF PONTIAC
CAPITAL IMPROVEMENT BOND, SERIES 2019
(LIMITED TAX GENERAL OBLIGATION)
(TAXABLE/TAX-EXEMPT)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
Registered Owner:	[] 1, 20__	_____, 2019	
Principal Amount:		Dollars	

The City of Pontiac, County of Oakland, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on [] 1, 2019] and semiannually thereafter. Principal of this bond is payable at the corporate trust office of _____, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the 15th day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address.

[Modify to MFA requirements if sold to the MFA]

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of \$_____, issued pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended and pursuant to a resolution of the City Council of the City adopted on [March 19, 2019] for the purpose of paying the cost of various capital improvements for the City.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

Bonds of this issue maturing in the years 20__ to 20__, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after [] 1, 20__, at par and accrued interest to the date fixed for redemption.

[Insert Term Bond Provisions, if applicable.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the

registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF PONTIAC
County of Oakland
State of Michigan

By: _____
Its: Mayor

(SEAL)

By: _____
Its: City Clerk

(Form of Transfer Agent's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

Transfer Agent

By: _____

Authorized: _____

DATE OF REGISTRATION:

[Bond printer to insert form of assignment]

17. Useful Life of Projects. The estimated period of usefulness of the Project is hereby declared to be not less than thirty (30) years.

18. Negotiated Sale; Sale of Bonds to Underwriters or Direct Purchaser. The City Council has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, determines that a negotiated sale of the Bonds will allow more flexibility in accessing the municipal bond market, and to price and sell the Bonds at the time that is expected to best achieve the most advantageous interest rates and costs to the City, and will provide the City with greater flexibility in structuring bond maturities and adjusting terms for the Bonds.

Upon the recommendation of the City's municipal advisor, each Authorized Officer is hereby authorized to: (i) negotiate the sale of the Bonds to an Underwriter selected by an Authorized Officer upon the recommendation of the Municipal Advisor, negotiate and execute a bond purchase agreement with the Underwriter, and execute a Sale Order specifying the final terms of the Bonds; (ii) negotiate the sale of the Bonds pursuant to a private placement to an authorized purchaser selected by an Authorized Officer upon the recommendation of the Municipal Advisor, negotiate and execute a bond purchase agreement with the purchaser, and execute a Sale Order specifying the final terms of the Bonds, in which case (A) such purchaser shall deliver an investor letter in a form acceptable to an Authorized Officer and (B) the City's obligations hereunder relating to the Preliminary Official Statement, Official Statement and Undertaking (as such terms are hereinafter defined) shall not apply; or (iii) negotiate the sale of the Bonds to the MFA pursuant to a purchase contract and execute a Sale Order specifying the final terms of the Bonds

Each Authorized Officer is hereby authorized to take all other necessary actions required to effectuate the sale, issuance and delivery of the Bonds within the parameters authorized in this resolution.

19. Competitive Sale Alternative; Award of Sale of Bonds. As an alternative to a negotiated sale, the City may sell the Bonds pursuant to a competitive sale if, upon the advice of the City's Municipal Advisor, it is determined that a competitive sale would be more advantageous to the City. In such event, each Authorized Officer is hereby authorized to fix a date for competitive sale of the Bonds, to approve the form of the Notice of Sale and to arrange for its publication in *The Bond Buyer*, New York, New York, in substantially the form attached hereto as Exhibit B, with such revisions and completions as may be recommended by the Municipal Advisor and Bond Counsel, and to execute a Sale Order specifying the final terms of the Bonds.

The Authorized Officer is hereby authorized, on behalf of the City, subject to the provisions and limitations of this Resolution, to award sale of the Bonds to the bidder whose bid produces the lowest interest cost computed in compliance with the terms of the Notice of Sale, which bid shall comply with the requirements for bids specified in the Notice of Sale and shall be within the limitations contained in this Resolution.

Each Authorized Officer is hereby authorized to take all other necessary actions required to effectuate the sale, issuance and delivery of the Bonds within the parameters authorized in this

resolution.

20. Adjustment of Bond Terms; Authorization of Other Actions. Each Authorized Officer is hereby authorized to adjust the final bond details to the extent necessary or convenient to complete the transaction authorized in this Resolution, and in pursuance of the foregoing are each authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to, determinations regarding the principal amounts of the Bonds to be issued on a fixed or variable interest rate basis and tax exempt or taxable basis, interest rates, including the tender and other requirements for Bonds issued on a variable rate basis, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, draw down features, and other matters, all subject to the parameters established in this Resolution

Each Authorized Officer is hereby authorized to take the following actions with respect to each series of the Bonds: (i) to enter into one or more dealer-manager agreements, remarketing agreements, indentures, letters of credit and reimbursement agreements; (ii) to negotiate the terms for the sale of the Bonds to the Underwriters, a purchaser or the MFA; (iii) approve the circulation of a preliminary official statement describing the Bonds (or the MFA Bonds) and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (iv) to approve the circulation of a final official statement describing the Bonds (or the MFA Bonds) and to execute the same on behalf of the City; (v) to file an application or applications to the Department for prior approval to issue the Bonds, to file an application with the Department for a waiver of the ratings requirement and to make such other applications and filings with and to pay any other fees or post issuance fees to the Department as required by Act 34; (vi) to solicit bids for and approve the purchase of a municipal bond insurance policy for the Bonds, if deemed economically advantageous to the City; and (vii) to take such other actions and make such other determinations as may be necessary to accomplish the sale and delivery of the Bonds and the transactions contemplated by this Resolution, as shall be confirmed in the Sale Order.

21. Continuing Disclosure Undertaking. If required under Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule") based on the method of sale of the Bonds, the City shall enter into a continuing disclosure undertaking (the "Undertaking") for the benefit of the holders and beneficial owners of the Bonds (or the holders and beneficial owners of the MFA Bonds, if applicable) as to which the Rule is applicable.

22. Tax Exemption Covenant for Tax-Exempt Bonds; Qualified Tax-Exempt Obligations. The City covenants that it will not take any action, or fail to take any action required to be taken, if taking such action or failing to take such action would adversely affect the general exclusion from gross income of interest on any Tax-Exempt Bonds, from federal income taxation under the Code. The City Council hereby delegates the authority to an Authorized Officer to designate any series of the Bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to Section 265(b) of the Code.

23. Arbitrage Covenant. (a) The City will not directly or indirectly (1) use or permit the use of any proceeds of any Tax-Exempt Bonds or other funds of the City or (2) take or omit

to take any action required by Section 148(a) of the Code in order to maintain the exclusion from gross income of the interest on any Tax-Exempt Bonds for federal income tax purposes. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds and the requirements set forth in the Non-Arbitrage and Tax Compliance Certificate of the City.

(b) Without limiting the generality of subsection (a), above, the City agrees that there shall be paid by the City from time to time all amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code. This covenant shall survive payment in full or defeasance of the Tax-Exempt Bonds.

(c) Notwithstanding any provision of this Section, if the City obtains an opinion of nationally recognized bond counsel to the effect that any action required under this Section is no longer required, or that some further action is required, to maintain the exclusion from gross income of the interest of any Tax-Exempt Bonds for federal income tax purposes pursuant to Section 103 of the Code, the City may conclusively rely on such opinion in complying with the provisions hereof.

24. Municipal Advisor. Robert W. Baird & Co. is hereby approved as the municipal advisor to the City with respect to the Bonds (the "Municipal Advisor"). The fees and expenses of the Municipal Advisor shall be payable as a cost of issuance from proceeds of the Bonds or other available funds of the City.

25. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby approved as bond counsel for the Bonds, notwithstanding periodic representation in unrelated matters of other parties or potential parties to the transaction contemplated by this resolution. The fees and expenses of Miller, Canfield, Paddock and Stone, P.L.C. as Bond Counsel and other accumulated bond related fees and expenses shall be payable as a cost of issuance from proceeds of the Bonds or other available funds of the City.

26. Severability. If any one or more sections, clauses or provisions of this Resolution shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions hereof.

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27. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Pontiac, County of Oakland, State of Michigan, at a regular meeting held on April 2, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

City Clerk

EXHIBIT A

NOTICE TO ELECTORS
OF THE CITY OF PONTIAC
OF INTENT TO ISSUE A BOND SECURED BY THE TAXING
POWER OF THE CITY AND RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE that the City of Pontiac, County of Oakland, State of Michigan (the "City"), intends to issue and sell its general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in an aggregate principal amount of not to exceed Nineteen Million Five Hundred Thousand Dollars (\$19,500,000), in one or more series, for the purpose of paying all or part of the costs of acquiring, constructing, furnishing and equipping improvements to the parking deck, plaza and related improvements to the facility commonly known as the Phoenix Center, together with all appurtenances and attachments thereto (the "Project").

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS SHALL BE PAYABLE from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

THE CITY MAY PLEDGE FOR THE PAYMENT OF THE BONDS MONEY RECEIVED OR TO BE RECEIVED BY THE CITY DERIVED FROM IMPOSITION OF TAXES BY THE STATE OF MICHIGAN AND RETURNED OR TO BE RETURNED TO THE CITY AS PROVIDED BY LAW, except for money the use of which is prohibited for such purposes by the State Constitution.

BOND DETAILS

SAID BONDS will be payable in annual installments not to exceed thirty (30) in number and will bear interest at the rate or rates to be determined at a public or private sale but in no event to exceed the maximum rate permitted by law on the balance of the bonds from time to time remaining unpaid.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OR 15,000 OF THE REGISTERED ELECTORS OF THE CITY, WHICHEVER IS LESS, IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

City Clerk

EXHIBIT B
FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$19,500,000*

*(Subject to adjustment as described below)

CITY OF PONTIAC
COUNTY OF OAKLAND
STATE OF MICHIGAN

CAPITAL IMPROVEMENT BONDS, SERIES 2019
(LIMITED TAX GENERAL OBLIGATION)
(TAX-EXEMPT/TAXABLE)

BID OPENING: Bids for the purchase of the above bonds will be publicly opened and read by an agent of the undersigned at the offices of the City of Pontiac (the "City") on _____, the ____th day of _____, 2019 until ____:____ a.m., prevailing Eastern Time. The award or rejection of bids will occur on the same day as the sale.

SEALED BIDS for the purchase of the Bonds will be received at the offices of the Municipal Advisory Council of Michigan (the "MAC"), 535 Griswold, Suite 1850, Detroit, Michigan 48226.

FAXED BIDS, signed by the bidder, may be submitted by members of the MAC to fax number (313) 963-0943; provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

ELECTRONIC BIDS: Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5021. IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH THE INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of delivery, numbered in order of registration, and will bear interest from their date payable on [November] 1, 20[19] and semiannually thereafter.

The bonds will mature on the 1st day of [May] in each of the years and in the amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2020	\$	2035	\$
2021		2036	
2022		2037	
2023		2038	
2024		2039	
2025		2040	
2026		2041	
2027		2042	
2028		2043	
2029		2044	
2030		2045	
2031		2046	
2032		2047	
2033		2048	
2034		2049	

*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES: The City reserves the right to adjust the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the City to be sufficient to pay the cost of the project and to pay costs of issuance of the bonds. The adjustments, if necessary, will be in increments of \$5,000 per maturity. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

TERM BOND OPTION: The initial purchaser of the Bonds may designate any one or more maturities as term bonds and the consecutive maturities which shall be aggregated in the term bonds.

[*ADJUSTMENT TO PURCHASE PRICE: Should any adjustment to the aggregate principal amount of the bonds be made by the City, the purchase price of the bonds will be adjusted by the City proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter's discount and original issue discount/premium, if any, but will not change the per-bond underwriter's discount as calculated from the bid and initial reoffering prices.]

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding six percent (6%) per annum [if issued on a tax-exempt basis and eight percent (8%) per annum if issued on a taxable basis], to be fixed by the bids therefor, expressed in multiples of 1/8, [or 1/20] [or 1/100] of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. THE INTEREST BORNE BY BONDS MATURING IN ANY ONE YEAR SHALL NOT BE LESS THAN THE INTEREST RATE BORNE BY BONDS MATURING IN THE PRECEDING YEAR. No proposal for the purchase of less than all of the bonds or at a price less than [99]% or more than [109]% of their par value will be considered.

OPTIONAL PRIOR REDEMPTION: Bonds of this issue maturing or subject to mandatory redemption in the years 20[0] to 20[27], inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of Bonds in multiples of \$5,000 of this issue maturing or subject to mandatory redemption in the year 20[28] and thereafter shall be subject to redemption prior to maturity, at the option of the Authority,

in such order of maturity as the Authority shall determine and within any maturity by lot, on any date on or after [May] 1, 20[27], at par and accrued interest to the date fixed for redemption.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities as term bonds and the consecutive maturities to be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on April 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made within one hour after the deadline for the submission of bids.

BOOK-ENTRY OPTION: Upon the request of the successful bidder, the bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of U.S. Bank National Association, Detroit, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day of the month preceding an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The Bonds are being issued to acquire and construct various capital improvements pursuant to the provisions of Act 34 of Public Acts of Michigan of 2001, as amended. The Bonds constitute full faith and credit limited tax general obligations of the City and are a first budget obligation of the City. The City has pledged its limited tax full faith and credit for payment of the principal of and interest on the bonds and the City is obligated to provide, as a first budget obligation, sufficient general funds moneys in its annual budget and, if necessary, to levy sufficient ad valorem taxes upon all taxable property within its boundaries subject to applicable constitutional, statutory and charter tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination. [ADD IN DSA SECURITY DESCRIPTION, IF APPLICABLE]

AWARD OF BONDS-TRUE INTEREST COST: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on _____ 1, 2019 and semiannually thereafter) necessary to discount the debt service payments from their respective payment date to [_____] 2019, in an amount equal to the price bid, excluding accrued interest, if any.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review

and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the City by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel.

[TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.]

[ISSUE PRICE: The winning bidder shall assist the City in establishing the issue price of the bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix []-1 or Appendix []-2 of the preliminary Official Statement, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the "Competitive Sale Requirements") because:

- a. the City is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- d. the City anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City will not require bidders to comply with the "hold-the-offering price rule," and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning bidder, in consultation with the City, may elect to apply the "hold-the-offering price rule" (as described below). Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the "hold-the-offering price rule" (as described below), bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify the City of its intention to apply either the "hold-the-price rule" or the 10% Test at or prior to the time the bonds are awarded.

If the winning bidder does not request that the "hold-the-offering price rule" apply to determine

the issue price of the bonds, the following two paragraphs shall apply:

- a. The City shall treat the first price at which 10% of a maturity of the bonds (the "10% Test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the bonds; and
- b. Until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% Test has been satisfied as to the bonds of that maturity or until all bonds of that maturity have been sold.

If the winning bidder does request that the "hold-the-offering price rule" apply to determine the issue price of the bonds, then following three paragraphs shall apply:

- a. The winning bidder, in consultation with the City, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity (the "hold-the-offering price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds. The winning bidder shall promptly advise the City, at or before the time of award of the bonds, which maturities of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.
- b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of the award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
 - i. the close of the fifth (5th) business day after the sale date; or
 - ii. the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

- c. The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the

hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the bonds.

By submitting a bid, each bidder confirms that:

- a. any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires; and
- b. any agreement among underwriters relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- a. "public" means any person other than an underwriter or a related party,
- b. "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the bonds to the public);
- c. a purchaser of any of the bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct

ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. "sale date" means the date that the bonds are awarded by the City to the winning bidder.]

[QUALIFIED TAX-EXEMPT OBLIGATIONS: The City has designated the bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions.]

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by Noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the bonds shall be made in immediately available funds.

CONTINUING DISCLOSURE: As described in greater detail in the Official Statement, the City will agree to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12, as may be amended, promulgated by the Securities and Exchange Commission, (i) on or prior to the first day of the sixth month following the end of the fiscal year of the City, commencing with the fiscal year ending June 30, [2019], certain annual financial information and operating data or data of substantially the same nature, including audited financial statements for the preceding fiscal year, (or if audited financial statements are not available, unaudited financial statements) generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the bonds from a rating agency, the City will pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. **FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.**

CUSIP NUMBERS: CUSIP numbers will be printed on the Bonds at the City's expense, but neither the failure to print CUSIP numbers nor any improperly printed CUSIP numbers shall be cause for the purchaser to refuse to take delivery of and pay the purchase price for the Bonds.

OFFICIAL STATEMENT: The City will provide the winning bidder with a reasonable number of final Official Statements within 7 business days from the date of sale so as to permit the underwriter to comply with the Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement

will be supplied by Robert W. Baird & Co., Lansing, Michigan, municipal advisor to the City, upon request and agreement by the underwriter to pay the cost of additional copies. Requests for additional copies should be made to the municipal advisor within 24 hours of the date of sale.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS" By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

REGISTERED MUNICIPAL ADVISOR: Further information relating to the bonds may be obtained from Robert W. Baird & Co., 124 Allegan Street, Suite 2200, Lansing, Michigan, 48933. Telephone: (517) 371-2607.

ENVELOPES: containing the bids should be plainly marked "PROPOSAL FOR CITY OF PONTIAC CAPITAL IMPROVEMENT BONDS, SERIES 2019 (LIMITED TAX GENERAL OBLIGATION)."

[_____]
[Title]
City of Pontiac

32935609.5\071371-00076

#17

RESOLUTION

RESOLUTION AUTHORIZING ISSUANCE
OF BOND ANTICIPATION NOTES

CITY OF PONTIAC
COUNTY OF OAKLAND
STATE OF MICHIGAN

Minutes of a regular meeting of the City Council of the City of Pontiac, State of Michigan, held on the 2nd day of April, 2019, at 6:00 p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Pontiac, State of Michigan (the "City"), intends to issue and sell capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), for the purpose of paying all or part of the costs of acquiring, constructing, furnishing and equipping improvements to the parking deck, plaza and related improvements to the facility commonly known as the Phoenix Center, together with all appurtenances and attachments thereto (the "Project"); and

WHEREAS, the cost of the Project to the City is estimated to be not more than Nineteen Million Five Hundred Thousand Dollars (\$19,500,000)]; and

WHEREAS, in order to pay part of the cost of the Project, the City intends to issue its Capital Improvement Bonds, Series 2019 (Limited Tax General Obligation) in one or more series pursuant to Act 34 in the principal sum of not more than [_____ Million Dollars (\$____,000,000)] (the "Bonds"); and

WHEREAS, the City Council of the City determines that it may be necessary to borrow the principal amount of not to exceed [_____ Dollars (\$____,____,000)] and issue a bond anticipation note therefor pursuant to the provisions of Section 413 of Act 34 in anticipation of the issuance of the Bonds, in order to pay certain costs of the Project coming due prior to the issuance of the Bonds by the City; and

WHEREAS, a notice of intent to issue the Bonds will be published in accordance with the provisions of Act 34, and the City will not issue the note until a period of forty-five (45) days from the date of publication has passed and no petitions for an election on the question of the issuance of the Bonds have been filed with the City Clerk; and

WHEREAS, the City expects to receive an offer from a bank or other qualified purchaser (the "Purchaser") to purchase the bond anticipation note and the City desires to authorize the sale of the bond anticipation note to the Purchaser.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Necessity For Note; Authorization of Note; Note Terms. The City Council declares that it is necessary for the City to issue a bond anticipation note pursuant to the provisions of Section 413 of Act 34, in anticipation of the issuance of the Bonds by the City, in order to pay for professional design and engineering services, legal services, municipal advisory services, preliminary site acquisition and preparation, construction costs of the Project, and to reimburse the City for expenditures made with respect to the Project prior to issuance of the bond anticipation note.

A note of the City designated 2019 GENERAL OBLIGATION LIMITED TAX NOTE (the "Note"), is authorized to be issued in the aggregate principal sum of not to exceed Nine Million Seven Hundred Fifty-Thousand Dollars (\$9,750,000) in anticipation of the issuance of the Bonds, in order to pay certain costs of the Project as described above in this Section 1, and to pay the costs incidental to the issuance, sale and delivery of the Note. The Note shall be dated as of the date of initial delivery thereof and shall be issued in fully-registered form in the denomination of the full principal amount of the Note. The Note shall not be convertible or exchangeable into more than one fully-registered note. The Note shall bear interest at a fixed or variable rate or rates of interest not to exceed six percent (6%) per annum if issued on a tax-exempt basis and eight percent (8%) per annum if issued on a taxable basis, in each case as finally determined by the Mayor or the Finance Director (each an "Authorized Officer") at the time of sale of the Note. Principal of and interest on the Note shall be payable in full on such maturity date as determined by an Authorized Officer at the time of sale of the Note (which date shall not be later than permitted under Section 413 of Act 34).

The Note shall be subject to redemption prior to maturity, in whole or from time to time in part, as determined by an Authorized Officer at the time of sale of the Note.

Unless waived by any registered owner of Notes to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Notes called for redemption are to be surrendered for payment; and that interest on the Notes or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

Interest on the Note shall be payable to the registered owner of record as of the fifteenth (15th) day of the month prior to the interest payment date of the Note. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by an Authorized Officer to conform to market practice in the future. The principal of the Note shall be payable upon presentation and surrender thereof to the Transfer Agent (as defined below).

A bank or trust company qualified to serve as registrar, paying agent and transfer agent (the "Transfer Agent"), for the Note shall be appointed by an Authorized Officer at the time of sale of the Note. The City reserves the right to replace the Transfer Agent at any time upon written notice to the registered owner of record of the Note not less than sixty (60) days prior to the interest payment date of the Note.

2. Execution of Note. The Note shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall have the seal of the City, or a facsimile thereof, impressed or printed on the Note. The Note shall be delivered to the Transfer Agent for authentication, if necessary, and be delivered by the Transfer Agent to the Purchaser in accordance with instructions from an Authorized Officer upon payment by the Purchaser of the purchase price for the Note.

3. Transfer of Note. The Transfer Agent shall keep the books of registration for the Note on behalf of the City. The Note may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever the Note shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Note for like aggregate principal amount. The Transfer Agent shall require the payment by the registered owner requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Security for the Note; Limited Tax Pledge; Debt Retirement Fund; Defeasance of Note. The City hereby pledges the proceeds of the Bonds for the prompt payment of the principal of and interest on the Note. As additional security for the payment of the Note, both principal and interest, the City hereby pledges its limited tax full faith and credit for the prompt payment of the Note, and the City shall budget each year the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Note and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City in the amount necessary to pay such debt service in said fiscal year, subject to applicable constitutional, statutory and charter tax rate limitations.

The City Treasurer or designee is authorized and directed to open a depository account with a bank or trust company or to create an account on the books of the City to be designated 2019 GENERAL OBLIGATION LIMITED TAX NOTE DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Note at maturity.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Note, shall be deposited in trust, this resolution shall be defeased and the registered owner of the Note shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Note from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange the Note as provided herein.

5. Construction Account; Proceeds of Note Sale. The City Treasurer or designee is authorized and directed to open a separate depository account with a bank or trust company or to create an account on the books of the City to be designated 2019 GENERAL OBLIGATION LIMITED TAX CONSTRUCTION ACCOUNT (the "Construction Account") and deposit into the Construction Account the proceeds of the Note. The moneys in the Construction Account shall be used solely to pay the costs of the Project and the costs of issuance of the Note.

6. Note Form. The Note shall be in substantially the following form, with such changes as are necessary to conform the Note to the terms established at the time of sale of the Note:

UNITED STATES OF AMERICA
STATE OF MICHIGAN

CITY OF PONTIAC

2019 GENERAL OBLIGATION LIMITED TAX NOTE

Interest Rate
____%

Maturity Date
[____] 1, 20__]

Date of Original Issue
_____, 2019

Registered Owner:

Principal Amount:

Dollars

The City of Pontiac, County of Oakland, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assign, the Principal Amount specified, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, payable on [_____, 20__]. Principal of this note is payable at the designated office of _____, _____, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to the interest payment date (the "Transfer Agent"). Interest on this note is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this note, both principal and interest, the limited tax full faith, credit and resources of the City are hereby irrevocably pledged.

This note constitutes an issue in the principal amount of \$[_____,_____,000], issued under the provisions of Act 34, Public Acts of Michigan 2001, as amended, and pursuant to a resolution duly adopted by the City Council of the City on _____, 2014 (the "Resolution"). This note is issued for the purpose of paying part of the cost of acquiring, constructing, furnishing and equipping improvements to the parking deck, plaza and related improvements to the facility commonly known as the Phoenix Center, as more particularly described in the Resolution (the "Project").

This note shall be subject to redemption prior to maturity, in whole or from time to time in part, on any date on or after [_____, 20__], at a redemption price equal to par plus accrued interest to the date fixed for redemption.

Unless waived by the registered owner of record, notice of redemption of this note shall be given at least 14 days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the Transfer Agent. The note or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Transfer Agent to redeem said note or portion thereof.

In case less than the full amount of the outstanding note is called for redemption, the Transfer Agent, upon presentation of the note called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new note in the principal amount of the portion of the original note not called for redemption.

This note is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this note together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered note in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Resolution and upon the payment of the charges, if any, therein prescribed.

This note, including the interest hereon, is payable from the proceeds of bonds to be issued by the City to pay the costs of the Project and to redeem this note. This note, including the interest hereon, is also payable as a first budget obligation from the general funds of the City, including, if necessary, the levy of ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this note exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this note, does not exceed any constitutional, statutory or charter debt limitation.

This note is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this note has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City, by its City Council, has caused this note to be signed in its name City with the manual or facsimile signature of the Mayor of the City and to be countersigned with the manual or facsimile signature of the City Clerk and the corporate seal of said City to be impressed or printed hereon, all as of the Date of Original Issue.

CITY OF PONTIAC

By _____
Its Mayor

[SEAL]

By _____
Its City Clerk

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This note is the note described in the within-mentioned Resolution.

Transfer Agent

By _____
Authorized Signature

Date of Authentication _____

7. Negotiated Sale; Sale to Purchaser. The City has considered the option of selling the Note through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, and based on the advice of the City's financial advisor, determines that a negotiated sale of the Note to the Purchaser will enable the City to obtain a flexible payment schedule and favorable redemption provisions not generally available in the municipal market, and will avoid the potential delay resulting from the trial and error offering of the Note using a conventional notice of sale.

The Note shall be sold to the Purchaser at a price not less than 99% of the principal amount thereof. Each Authorized Officer is hereby individually authorized to negotiate and approve the final terms of the Note, to accept the offer of the Purchaser to purchase the Note, and to award the sale of the Note to the Purchaser without further authorization or approval of this City Council; *provided, however*, that the final terms of the Note shall be within the parameters stated in this resolution.

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than forty (40) years.

9. Tax Covenant; Qualified Tax Exempt Obligation. If the Note is issued on a tax-exempt basis, the City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Note from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Note proceeds and moneys deemed to be Note proceeds. The City hereby authorizes an Authorized Officer to designate the Note as a "qualified tax-exempt obligation" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

10. Authorization of Other Actions. Each Authorized Officer is authorized to file such applications or other documents with the Michigan Department of Treasury or other parties as may be necessary or advisable to effectuate the sale and delivery of the Note and to take all other actions necessary or advisable to enable the sale and delivery of the Note as contemplated herein.

11. Adjustment of Note Terms. Each Authorized Officer is authorized to adjust the final Note details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including, but not limited to, determinations regarding interest rates, prices, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of the Note issued shall not exceed the principal amount authorized in this resolution, the interest rate per annum on the Note shall not exceed six percent (6%) if issued on a tax-exempt basis and eight percent (8%) per annum if issued on a taxable basis, and the Note shall mature not later than as permitted under Section 417 of Act 34.

12. Municipal Advisor. Robert W. Baird & Co. is hereby approved as the municipal advisor to the City with respect to the Note (the "Municipal Advisor"). The fees and expenses of

the Municipal Advisor shall be payable as a cost of issuance from proceeds of the Note or other available funds of the City.

13. Note Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby approved as note counsel for the Note, notwithstanding periodic representation in unrelated matters of other parties or potential parties to the transaction contemplated by this resolution. The fees and expenses of Miller, Canfield, Paddock and Stone, P.L.C. as Note Counsel and other accumulated bond related fees and expenses shall be payable as a cost of issuance from proceeds of the Note or other available funds of the City.

14. Authorization to Issue the Note. Notwithstanding anything on this Resolution to the contrary, based on the final schedule for the construction of the Project and the timing required for the issuance of the Bonds to finance the Project, the City Council delegates the authority to an Authorized Officer to determine, in consultation with the Municipal Advisor, whether it is in the best interests of the City to issue the Note or the Bonds and proceed to finance the Project with proceeds of the Bonds. If an Authorized Officer so determines not to issue the Note, the provisions of this Resolution shall be of no further force and effect.

15. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Pontiac, State of Michigan, at a regular meeting held on April 2, 2019, and that said meeting was conducted and public notice of said meeting was given to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

City Clerk

33048498.6071371-00076

#18

COMMUNICATION

Mayor's Correspondence

Dear Council President, Pro Tem and City Councilpersons,

I am writing this communication to address the Resolution that you passed March 12, 2019 requesting that City Attorney Chubb be replaced as the attorney assigned to attend our City Council meetings.

In an effort to work co-operatively with Council, I have drafted this letter to communicate with Council on what options are open for consideration. To start though, I would like to just make sure that we all understand that, although Council's action was passed as a Resolution, it is still a request inconsistent with the Charter and, as such, is not binding and has no rule of law. The City Charter clearly leaves the appointment of a City Attorney to the authority of the Mayor, and the Charter is the will of the people.

Please note that it was Council's choice to have a City Attorney present at all Council meetings, which was done by Resolution, in other words, the choice of having a City Attorney is Council's; the decision of who the City Attorney is, by the charter, is the Mayor's

Given all this, I'd like to explore the options with you:

1. *Replacing Attorney Chubb with another attorney we would have to hire.* To consider that, first I would like to understand what objections you have about Attorney Chubb that you wouldn't have with another attorney. Councilwoman Miller,

in two consecutive Council meetings, protested that Attorney Chubb "should be disbarred. "However, I don't understand the reasoning behind that and would like you to supply me with any facts or opinions he has given that would warrant such criticism.

2. *The second option would be to deploy Ms. Monique Sharpe, who is a licensed attorney, in the position for which she was given the 50% raise last year as the Legislative Auditor.* During the last budget negotiations with the Deputy Mayor council requested to increase Ms. Sharps' pay to \$90,000 annually and the title of legislative auditor. Per the budget the salary was updated and the Ms. Sharps title has yet to be updated. She was given the salary, can't you now get her to do the work?

Ms. Sharpe is a licensed attorney that reports to Council and has been acting in that position since July of 2018. Therefore, the Council may decide to simply have her present in lieu of the City Attorney during Council meetings.

Finally, I must note that I witnessed no actual "breakdown of the attorney-client relationship" with City Attorney Chubb as asserted by Council. To the extent that this Council feels restricted by the accurate legal advice he provided, it is likely that this Council will continue to be dissatisfied with further accurate legal advice it is provided even if another attorney is appointed. The law, after all, is the law.

Dr. Deirdre Waterman
Mayor



Previous Legislative Auditor Appointments

YEARS OF SERVICE	NAME	LICENSED ATTORNEY	ANNUAL SALARY	HOURLY RATE
05/20/85 – 12/31/98	Preston Thomas Esq	Yes	\$69,430.40	\$33.38
08/01/86 – 12/31/88	Leo Bowman Esq	Yes	\$50,419.20	\$24.24
06/14/99 – 12/31/05	Wayne Belback	No	\$95,888.00	\$46.10
12/04/06 – 06/26/09	Erika Savage Esq	Yes	\$71,635.20	\$34.44

#19

COMMUNICATION

MEMORANDUM

TO: Mayor Deirdre Waterman, Council President, and City Council

FROM: Anthony Chubb, Esq.

DATE: March 21, 2019

RE: CONFIRMATION OF MARCH 12TH MEDICAL MARIHUANA ORDINANCE
UPDATE WITH AMENDMENTS

At the March 12th City Council meeting, the Council motioned to include amendments to the revised Carter/City Council Zoning Text Amendment for Medical Marihuana Facility Uses dated February 28, 2019. After receiving the amendments at the March 12th meeting, we reviewed the amendments and find that these amendments reflect the same regulations and standards that was included in the City of Pontiac Zoning Text Amendment for Medical Marihuana Facility Uses that was presented to City Council at your March 12, 2019 meeting.

We have completed a revision to the March 12th Ordinance [see attachment] that inserts and tracks changes for your review. For ease of review, we have listed the amendments with corresponding page number(s) to identify where amendments were inserted.

1. Amend Section 2.203, Table 2: All Medical Marihuana facility uses located in the Medical Marihuana Overlay Districts are a Principal Permitted use. Any Medical Marihuana facility uses located outside the three Overlay Districts require a Special Exception Permit. **See Page 2 of attached Ordinance**
2. Remove C-0 zoning district from Table 2. **See Page 2 of attached Ordinance**
3. Medical Marihuana Overlay Districts include Cesar Chavez, Walton Blvd and C-2 Downtown. **See Page 19 & 20 of attached Ordinance**
4. Medical Marihuana Provisioning Centers, Safety Compliance and Secure Transporters are permitted in the C-3 zoning district located inside the Medical Marihuana Overlay District. **See page 2 of attached Ordinance**
5. Medical Marihuana Growers and Processors are permitted in the M-1, M-2, and IP-1 zoning district located in the Medical Marihuana Overlay District. **See page 2 of attached Ordinance**
6. No more than five Provisioning Centers shall be established in each of the Medical Marihuana Overlay Districts including Cesar Chavez, Walton Blvd, and C-2 Downtown Overlay Districts. **See page 10 of attached Ordinance**
7. Remove C-0 zoning district. **Same as Amendment # 2**
8. No more than five Provisioning Centers shall be established in the C-1, C-3, and C-4 zoned properties combined, outside the Medical Marihuana Overlay Districts. **See page 10 of attached Ordinance**
9. Marihuana Grower and Processor are not permitted outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts. **See page 4 and 7 of attached Ordinance**

10. Medical Marihuana Safety Compliance and Secure Transporter are permitted in the Cesar Chavez, Walton Blvd, and C-2 Downtown Medical Marihuana Overlay Districts and in the C-1, C-3, C-4, M-1 and M-2 zoned properties outside the Medical Marihuana Overlay Districts. **See page 13 and 17 of attached Ordinance**
11. Any Medical Marihuana uses outside the Medical Marihuana Overlay Districts are subject to Planning Commission approval following Standards for Approval of Section 6.303 for Special Exception Permits and Article 2, Chapter 5 Development Standards for Specific Uses. **See page 22 of attached Ordinance**
12. Cesar Chavez Overlay District expanded to include Kennett Road landfill and remove references to Medical Marihuana facility uses to maintain frontage along Cesar Chavez, Pershing Ave, Durant Ave, Inglewood Ave and Ojista Ave. **See page 19 of attached Ordinance**
13. Expand the Walton Blvd Overlay District to the east and terminate at Fuller Street. **See page 19 of attached Ordinance**
14. Remove all areas north of Collier Road from the Walton Road Overlay District. **See page 19 of attached Ordinance**
15. Provisioning Centers, Safety Compliance, and Secure Transporters located outside the Medical Marihuana Overlay Districts shall comply with the residential buffer distance restriction of 250 feet from residential-zoned properties. **See page 20 of attached Ordinance**
16. Buffer distance restrictions between the school, childcare center, public park, religious institution, or a residential zoned property and the contemplated Medical Marihuana facility location shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the school, childcare center, religious institution, residential dwell unit or from the playground equipment in a public park, and from the primary point of ingress to the Medical Marihuana facility along the centerline to the primary street address building entrance. **See page 21 of attached Ordinance**
17. Planning Commission shall be the Special Exception and Site Plan Review Authority for the Medical Marihuana uses outside the Medical Marihuana Overlay Districts and the Site Plan Review Authority for Medical Marihuana uses in the Medical Marihuana Overlay Districts. **See page 22 of attached Ordinance**
18. Standards for Special Exception approval of Medical Marihuana uses by the Planning Commission, the Commission shall review each application for the purpose of determining that each Medical Marihuana facility on its location will:
 - Not impact surrounding residential neighborhoods.
 - Provide easy access for patients with accessible parking.
 - Be adequately served by utilities with sufficient capacity.
 - Corridors and streets have the capacity to accommodate potential increases in traffic volumes.
 - Demonstrate a safe and security environment, and uphold the public welfare of the community.
 - Do not add unintended or impromptu costs to City and municipal services.

- Comply with Section 6.303 Standards for Approval in the Pontiac Zoning Ordinance.
See page 19 of attached Ordinance

CITY OF PONTIAC
ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY OF PONTIAC ZONING ORDINANCE TO INCLUDE USES OF MEDICAL MARIHUANA FACILITIES IN DESIGNATED OVERLAY DISTRICTS.

THE CITY OF PONTIAC ORDAINS:

Article 2 Chapters 1 and 2 Section 2.101 Table 1 and Section 2.203 Table 2 Zoning Districts is amended to added:

Abbreviation	General Zoning Districts	Abbreviation	Special Purpose Zoning Districts
To Remain The Same	To Remain The Same		
		MMOD	Medical Marihuana Overlay Districts

Amend Article 2 Chapter 2 - Section 2.203 Table 2 (Uses Permitted By District). Not more than five (5) Medical Marihuana Provisioning Center Facilities are to be located in any one of the three Medical Marihuana Overlay Districts [MMOD], described in Section 3.1106.

Commercial, Office, and Service Uses:										
Residential Districts			Commercial Districts				Industrial Districts			Development Standards
R-1	R-2	R-3	C-0	C-1	C-2	C-3	C-4	M-1	M-2	IP-1
								*	*	Subject to Article 3, Chapter 11, Section 3.1101 - 3.1111
								*	*	Subject to Article 3, Chapter 11, Section 3.1101 - 3.1111
			*	*	*	*	*	*	*	Subject to Article 3, Chapter 11, Section 3.1101 - 3.1111
			*	*	*	*	*	*	*	Subject to Article 3, Chapter 11, Section 3.1101 - 3.1111
			*	*	*	*	*	*	*	Subject to Article 3, Chapter 11, Section 3.1101 - 3.1111

Above chart to be removed

Commercial, Office, and Service Uses											
Residential Districts			Commercial Districts				Industrial Districts				
R-1	R-2	R-3	C-0	C-1	C-2	C-3	C-4	M-1	M-2	IP-1	
Medical Marihuana Grower	-	-	-					Q	Q	Q	Section 2.544
Medical Marihuana Processor								Q	Q	Q	Section 2.545
Medical Marihuana Provisioning Centers	-	-	-	*	Q	Q	*	Q	Q	Q	Section 2.546
Medical Marihuana Safety Compliance Facility				*	Q	Q	*	Q	Q	Q	Section 2.547
Medical Marihuana Secure Transporter				*	Q	Q	*	Q	Q	Q	Section 2.548

* Special Exception Permit Uses outside the Medical Marihuana Overlay Districts

Q Principal Permitted Uses in the Medical Marihuana Overlay Districts

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Article 2 Chapter 5 - Development Standards for Specific Uses is amended to add Sections 2.544, 2.545, 2.546, 2.547, and 2.548 as follows:

Section 2.544 - Medical Marihuana Grower Facilities

Grower means a commercial entity that cultivates, dries, trims, or cures and packages marihuana for sale to a Processor or Provisioning Center, as defined in the Medical Marihuana Facility Licensing Act ("MMFLA"). As used in this ordinance, Grower shall include Class A Growers, Class B Growers, and Class C Growers.

1. Class A Grower means a Grower licensed to grow not more than 500 marihuana plants.
2. Class B Grower means a Grower licensed to grow not more than 1,000 marihuana plants.
3. Class C Grower means a Grower licensed to grow not more than 1,500 marihuana plants.

A. General Provisions

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of Medical Marihuana Grower Facility, and a sign shall be posted on the premises of each facility indicating that consumption is prohibited on the premises.
2. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.
3. All activity related to the Medical Marihuana growing shall be done indoors.
4. Any Medical Marihuana Grower Facility shall maintain a log book and/or database identifying by date the amount of Medical Marihuana and the number of Medical Marihuana plants on the premises which shall not exceed the amount permitted under the Grower license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the Medical Marihuana Grower does not have more Medical Marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of Medical Marihuana at the Facility.
5. The Medical Marihuana Grower Facility shall, at all times, comply with the MMFLA and the rules and regulations of the Department of Licensing and Regulatory Affairs – Bureau of Marihuana Regulations ("LARA"), as amended from time to time.

B. Security

1. Medical Marihuana Grower Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24 hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sherriff Department.
2. Any usable Medical Marihuana remaining on the premises of a Marihuana Grower while the Medical Marihuana Facility is not in operation shall be secured in a safe permanently affixed to the premises.

C. Space Separation

1. Unless permitted by the MMFLA, public areas of the Medical Marihuana Grower Facility must be separated from restricted or non-public areas of the Grower Facility by a permanent barrier.
2. Unless permitted by the MMMA, no Medical Marihuana Is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited

1. Medical Marihuana Grower Facilities shall be free from Infestation by insects, rodents, birds, or vermin or any kind.
2. Medical Marihuana Grower Facilities shall produce no products other than useable Medical Marihuana intended for human consumption.
3. No Medical Marihuana Grower shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Grower is operated.

E. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Grower Facility.

2. Medical Marihuana Grower uses are not permitted outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts.

F. Disposal of Waste

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents it's acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.

2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where Medical Marihuana is exposed.

3. That portion of the structure where the storage of any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the local Fire Department to ensure compliance with the Michigan Fire Protection Code.

G. Signage

1. It shall be prohibited to display any signs that are inconsistent with State and local laws and regulations.

2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.

3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.

4. No licensed Medical Marihuana Grower shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:

i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and

ii. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Co-Location

1. There shall be no other accessory uses permitted within the same facility other than those associated with a Processor and Provisioning Center.

2. Multiple Class C licenses may be stacked in the same facility as defined by the MMFLA, and shall only be considered as one facility for the purposes of this subsection, provided that a separate application fee is paid for each Class C license.

I. Building Design

1. Floors, walls, and ceilings shall be constructed in such a manner that they may adequately cleaned and kept clean and in good repair.

2. Any buildings, fixtures, and other facilities shall be maintained in a sanitary condition.

3. All necessary building, electrical, plumbing, and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices that support the cultivation, growing or harvesting of marihuana are located.

Section 2.545 - Medical Marihuana Processor

Processor means a commercial entity that purchases marihuana from a Grower and that extracts resin from the marihuana or creates a Marihuana-infused product for sale and transfer in package form to a Provisioning Center.

A. General Provisions

1. The Processor shall comply at all times and in all circumstances with the MM-FLA, and the general rules of LARA, as they may be amended from time to time.
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of Medical Marihuana Processor, and a sign shall be posted on the premises of each Medical Marihuana Processor indicating that consumption is prohibited on the premises.
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.
4. Any Processor Facility shall maintain a log book and/or database identifying by date the amount of Medical Marihuana and the number of Medical Marihuana product on the premises which shall not exceed the amount permitted under the Processor license issued by the State of Michigan. This log shall be available to law enforcement personnel to confirm that the Processor does not have more Medical Marihuana than authorized at the location and shall not be used to disclose more information than is reasonably necessary to verify the lawful amount of Medical Marihuana at the Facility.
5. Processor Facilities shall not produce any products other than those marihuana-infused products allowed by the MMFLA and the rules promulgated thereunder.

B. Security

1. Medical Marihuana Processor Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24-hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sheriff Department.

2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Processor while the Medical Marihuana Facility is not in operation shall be secured in a safe permanently affixed to the premises.

3. All Medical Marihuana shall be contained within the building in an enclosed, locked Facility in accordance with the MM FLA, as amended.

C. Space Separation

1. Unless permitted by the MMFLA, public areas of the Medical Marihuana Processor Facility must be separated from restricted or non-public areas of the Processor Facility by a permanent barrier.

2. Unless permitted by the MMFLA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited

1. Processor Facilities shall be free from infestation by insects, rodents, birds, or vermin or any kind.

2. No Medical Marihuana Processor shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Processor is operated.

E. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Processor Facility.

2. Medical Marihuana Processor uses are not permitted outside the Cesar Chavez and Walton Blvd Medical Marihuana Overlay Districts.

F. Disposal of Waste

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.

2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where Medical Marihuana is exposed.

G. Signage

1. It shall be prohibited to display any signs that are inconsistent with State and local laws and regulations.

2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.
4. No licensed Medical Marihuana Processor shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
 - i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and
 - ii. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Co-Location

1. There shall be no other accessory uses permitted within the same facility other than those associated with a Grower and Provisioning Center.
2. The dispensing of Medical Marihuana at the Processor Facility shall be prohibited.

I. Building Design

1. Floors, walls, and ceilings shall be constructed in such a manner that they may adequately cleaned and kept clean and in good repair.
2. Any buildings, fixtures, and other facilities shall be maintained in a sanitary condition.

Section 2.546 - Medical Marihuana Provisioning Center

Provisioning Center means a commercial entity that purchases marihuana from a Grower or Processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Centers includes any commercial property where marihuana is sold at retail to registered, qualifying patients, or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a Provisioning Center for purposes of this ordinance.

A. General Provisions

1. Medical Marihuana Provisioning Centers shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises between the hours of 10:00 p.m. and 7:00 a.m.
2. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Medical Marihuana Provisioning Center, and a sign shall be posted on the premises of each Medical Marihuana Provisioning Center indicating that consumption is prohibited on the premises.
3. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.

B. Security

1. Medical Marihuana Provisioning Centers shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24-hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sherriff Department.
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Provisioning Center while the Medical Marihuana Provisioning Center is not in operation shall be secured in a safe permanently affixed to the premises.

C. Space Separation

1. Unless permitted by the MMFLA public areas of the Medical Marihuana Provisioning Center must be separated from restricted or non-public areas of the Provisioning Center by a permanent barrier.
2. Unless permitted by the MMFLA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.
3. Medical Marihuana may be displayed in a sales area only if permitted by the MMFLA.

D. Nuisance Prohibited

1. No Medical Marihuana Provisioning Center shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Provisioning Center is operated.

E. Drive-Through

1. Drive-through windows on the premises of a Medical Marihuana Provisioning Center shall be prohibited.

F. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Provisioning Centers.
2. All registered patients must present both their Michigan Medical Marihuana patient/caregiver ID card and Michigan state ID prior to entering restricted/limited areas or non-public areas of the Medical Marihuana Provisioning Center.
3. No more than five (5) Provisioning Centers shall be established in each of the Medical Marihuana Overlay Districts including Cesar Chavez, Walton Blvd, and C-2 Downtown Overlay Districts.
4. No More than five (5) Provisioning Centers shall be established in the C-1, C-3, and C-4 zoned properties combined outside the Medical Marihuana Overlay Districts.
5. Within the Cesar Chavez and Walton Blvd Overlay Districts Provisioning Centers are located in the C-3, M-1, and M-2 zoning districts.

G. Disposal of Waste

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.

H. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws of regulations or State law.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.
4. No licensed Medical Marihuana Provisioning Center shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:
 - i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and
 - ii. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

I. Co-Location

1. There shall be no other accessory uses permitted within the same Facility other than those associated with a Grower and Processor.

Section 2.547 - Medical Marihuana Safety Compliance Facility

Safety Compliance Facility means a commercial entity that receives marihuana from a medical marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to a Medical Marihuana Facility.

A. General Provisions

1. Consumption, smoking, and inhalation of marihuana and/or alcohol shall be prohibited on the premises of a Medical Marihuana Safety Compliance Facility, and a sign shall be posted on the premises of each Medical Marihuana Safety Compliance Facility indicating that consumption is prohibited on the premises.
2. The premises shall be open for inspection and/or investigation at any time by City investigators during the stated hours of operation and as such other times as anyone is present on the premises.
3. Any Medical Marihuana Safety Compliance Facility shall maintain a log book and/or a database identifying by date the amount of Medical Marihuana on the premises and from which particular source. The Facility shall maintain the confidentiality of qualifying patients in compliance with the MMMA, and MMFLA, as amended.

B. Security

1. Medical Marihuana Safety Compliance Facility shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras that operate 24-hours a day, 7-days a week. The video recordings shall be maintained in a secure, off-site location for a period of 30 days, and must be coordinated with the Oakland County Sheriff Department.
2. Any usable Medical Marihuana remaining on the premises of a Medical Marihuana Safety Compliance Facility while the Medical Marihuana Safety Compliance Facility is not in operation shall be secured in a safe permanently affixed to the premises.
3. All Medical Marihuana shall be contained within the building in an enclosed, locked Facility in accordance with the MM FLA, as amended.

C. Space Separation

1. Unless permitted by the MMFLA, public areas of the Medical Marihuana Safety Compliance Facility must be separated from restricted or non-public areas of the Safety Compliance Facility by a permanent barrier.
2. Unless permitted by the MMFLA, no Medical Marihuana is permitted to be stored or displayed in an area accessible to the general public.

D. Nuisance Prohibited

1. No Medical Marihuana Safety Compliance Facility shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Medical Marihuana Safety Compliance Facility is operated.

E. Licensing

1. The license required by this chapter shall be prominently displayed on the premises of a Medical Marihuana Safety Compliance Facility.
2. All registered patients must present both their Michigan Medical Marihuana patient/caregiver ID card and Michigan state ID prior to entering restricted/limited areas or non-public areas of the Medical Marihuana Safety Compliance Facility.
3. Medical Marihuana Safety Compliance uses are permitted in the Cesar Chavez, Walton Blvd, and C-2 Downtown Medical Marihuana Overlay Districts and in the C-1, C-3, C-4, M-1 and M-2 zoning districts outside the Medical Marihuana Overlay Districts.

F. Disposal of Waste

1. Disposal of Medical Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in conformance with State law.
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the city so that they do not constitute a source of contamination in areas where Medical Marihuana is exposed.

G. Signage

1. It shall be prohibited to display any signs that are inconsistent with State and local laws and regulations.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.

3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.

4. No licensed Medical Marihuana Safety Compliance Facility shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:

- i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and
- ii. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

H. Building Design

1. Floors, walls and ceilings shall be constructed in such a manner that they may adequately cleaned and kept clean and in good repair.

2. Any buildings, fixtures and other facilities shall be maintained in a sanitary condition.

Section 2.548 - Medical Marihuana Secure Transporter

Secure Transporter means a commercial entity located in this state stores marihuana and transports marihuana between medical marihuana facilities for a fee. A Secure Transporter shall comply at all times with the MMFLA and the rules promulgated thereunder.

A. General Provisions

1. Consumption and/or use of marihuana shall be prohibited at a facility of a Secure Transporter.
2. A vehicle used by a Secure Transporter is subject to administrative inspection by a law enforcement officer at any point during the transportation of medical marihuana to determine compliance with all state and local laws, rules, regulations and ordinances.
3. A Secure Transporter licensee and each stakeholder shall not have an interest in a Grower, Processor, Provisioning Center, or Safety Compliance Facility.
4. A Secure Transporter shall enter all transactions, current inventory, and other information as required by the state into the statewide monitoring system as required by law.

B. Secure Storage

1. Storage of medical marihuana by a Secure Transporter shall comply with the following:
 - i. The storage facility shall not be used for any other commercial purpose.
 - ii. The storage facility shall not be open or accessible in the general public.
 - iii. The storage facility shall be maintained and operated so as to comply with all state and local rules, regulations and ordinances.
2. All marihuana stored within the facility shall be stored within enclosed, locked facilities in accordance with the MMFLA, as amended.

C. Sanitation

1. All persons working in direct contact with marihuana being stored by a Secure Transporter shall conform to hygienic practices while on duty, including but not limited to:
 - i. Maintaining adequate personal cleanliness.
 - ii. Washing hands thoroughly in adequate hand washing areas before starting work and at any other time when the hands may have become soiled or contaminated.
 - iii. Refrain from having direct contact with marihuana if the person has or may have an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.

D. Disposal of Waste

1. Disposal of medical marihuana shall be accomplished in a manner that prevents its acquisition by a person who may not lawfully possess it and otherwise in conformance with State law.
2. Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner as approved by the City so that they do not constitute a source of contamination in areas where medical marihuana is exposed.

E. Transport Driver

1. A Secure Transporter shall comply with all of the following:
 - i. Each driver transporting marihuana must have a chauffeur's license issued by the state.
 - ii. Each employee who has custody of marihuana or money that is related to a marihuana transaction shall not have been convicted of or released from incarceration for a felony under the laws of this state, any other state, or the United States within the past five (5) years.
 - iii. Each vehicle shall always be operated with a two person crew with at least one individual remaining with the vehicle during the transportation of marihuana.
2. A route plan and manifest shall be entered into the statewide monitoring system, and a copy shall be carried in the transporting vehicle and presented to a law enforcement office upon request.
3. The medical marihuana shall be transported by one or more sealed containers and not be accessible while in transit.
4. A secure transporter vehicle shall not bear markings or other indication that it is carrying medical marihuana or a marihuana infused product.

F. Signage

1. It shall be prohibited to display any signs that are inconsistent with local laws of regulations or State law.
2. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors or in violation of LARA regulations.
3. It shall be prohibited to use the symbol or image of a marihuana leaf in any exterior building signage.

4. No licensed Medical Marihuana Secure Transporter shall place or maintain, or cause to be placed or maintained, an advertisement of medical marihuana in any form or through any medium:

- i. Within one thousand feet of the real property comprising a public or private elementary, vocational, or secondary school; and
- ii. Within one hundred feet of a public or private youth center, public swimming pool or a church or other structure in which religious services are conducted.

G. Licensing

1. The license required by this chapter shall be prominently displayed on the premise of a Medical Marihuana Secure Transporter use.

2. Medical Marihuana Secure Transporter uses are permitted in the Cesar Chavez, Walton Blvd, and C-2 Downtown Medical Marihuana and in the C-1, C-2, C-3, C-4, M-1 and M-2 zoning districts outside the Medical Marihuana Overlay Districts.

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**Article 3 - Special Purposes - Zoning District is amended to add Chapter 11 as follows: Chapter 11-
Medical Marihuana Districts**

Section 3.1101 – Intent

The purpose of the Medical Marihuana Overlay District (MMOD) is to provide for the placement of Medical Marihuana related uses as authorized pursuant to State regulations with a goal of minimizing potential adverse impacts on adjacent property owners, neighborhoods, and the City.

Section 3.1102 - Medical Marihuana Overlay District ~~Principal Permitted~~ Uses

The following ~~Medical Marihuana uses are principal permitted uses~~ in the Medical Marihuana Overlay Districts, provided the development also meets the Design & Building Standards set forth in Section ~~3.1109~~1112 and Article 2 Chapter 5 Development Standards for Specific Uses:

1. Provisioning Center;
2. Safety Compliance Facility;
3. Secure Transporter;
4. Grower; and
5. Processor.

Section 3.1103 - Medical Marihuana Overlay District Permitted Accessory Uses

1. Off-Street Parking, Loading and Unloading as required per Section 4.307; and
2. Any use that is not incidental to the permitted principal use.

Section 3.1104 - Medical Marihuana ~~Overlay District Principal Permitted~~ Uses Requiring Site Plan Review

All ~~principal permitted~~Medical Marihuana uses ~~of the MMOD~~ are subject to Site Plan Review set forth in Article 6, Chapter 2, Section 6.202.

Section 3.1105 – Licensing

All operators of medical marihuana facilities must obtain a State of Michigan & City of Pontiac License.

Section 3.1106 - Medical Marihuana Uses Requiring Planning Commission Special Exception Permit

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Medical Marihuana uses outside the Medical Marihuana Overlay Districts are subject to Planning Commission approval following the Standards for Approval of Section 6.303 for Special Exception Permits, and Article 2, Chapter 5, Development Standards for Specific Uses

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Section 3.1107 - Standards for Special Exemption Approval

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For consideration of Medical Marihuana uses by the Planning Commission, the Commission shall review each application for the purpose of determining that each Medical Marihuana facility on its location will:

1. Not impact surrounding residential neighborhoods.
2. Provide easy access for patients with accessible parking.
3. Be adequately served by utilities with sufficient capacity.
4. Corridors and streets have the capacity to accommodate potential increases in traffic volumes.
5. Demonstrate a safe and security environment, and uphold the public welfare of the community.
6. Do not add unintended or impromptu costs to City and municipal services.
7. Comply with Section 6.303 Standards for Approval in the Pontiac Zoning Ordinance.

Section 3.11086 - MMOD Location Description

The Medical Marihuana uses permitted in the MMOD must meet the following requirements:

- A. **OVERLAY #1:** All properties along Walton Blvd and streets north of Walton Blvd, but not including areas north of Collier Road between the west side of Telegraph Road to Fuller Street ~~Joshyn Avenue~~ including those contained within Overlay Map 1 for this MMOD.
- a. Not more than five (5) licenses to operate a Provisioning Center shall be awarded in this Overlay District #1.
- B. **OVERLAY #2:** ~~All properties Maintain frontage~~ along Cesar Chavez, starting from the Kennett Road Landfill and areas south to Cesar Chavez ~~the west side of West Blvd in the City of Pontiac to northern side of W. Montcalm St., also including:~~
- ~~1. Pershing Ave;~~
 - ~~2. Durant Ave;~~
 - ~~3. Inglewood Ave; and~~
 - ~~4. Ojists Ave.~~

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Not more than five (5) licenses to operate a Provisioning Center shall be awarded in this Overlay District #2. See Overlay Map #2 for this MMOD.

- C. **OVERLAY #3:** All properties within C-2 Downtown zoned district.
- a. Not more than five (5) licenses to operate a Provisioning Center shall be awarded in this Overlay District #3.

Section 3.11097 - Permitted Uses in Commercial Districts (Non-Overlay)

In addition to MMOD Locations as described in Section 3.11086, all medical marihuana uses, excluding Medical Marihuana Grower and Processor, are permitted in ~~C-0~~, C-1, C-3, C-4, M-1 and M-2 districts subject to all requirements under this Chapter 11, including but not limited to Section 3.110810 - Buffer Distance Restrictions. There shall be no more than five (5) Medical Marihuana Provisioning Centers allowed in all of ~~C-0~~, C-1, C-3, C-4, M-1 and M-2 zoning districts combined, and shall be awarded based on the highest scoring applications received for those proposed qualifying locations that are not in one of the three Overlay Districts described in Section 3.11086 above.

Section 3.110108 - Buffer Distance Restrictions

- A. The proximity of the proposed medical marihuana facility shall not be less than:
1. 1,000 feet from an operational public or private school;
 2. 500 feet from an operational commercial childcare organization (non-home occupation) that is licensed and registered with the State of Michigan Department of Health and Human Services or its successor agency;
 3. 500 feet from a public park with playground equipment;
 4. 500 feet from a religious institution that is defined as tax exempted by the Oakland County Assessor; and
 5. Applicable only for properties located in a ~~C-0~~, C-1, C-3, and C-4, ~~Commercial and~~ M1 and M2 zoned properties located outside the Medical Marihuana Overlay Districts districts:
 - i. ~~25000~~ feet from a residential-zoned property. Notwithstanding anything contained within Section 3.1107. B to the contrary, such distance between a residentially-zoned property and the contemplated location shall be measured at right angles.

B. Such distance between the school, childcare center, public park, or religious institution, and the contemplated location shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines at right angles to the centerline from the primary point of ingress to the school, childcare center, or religious institution, residential dwelling unit or from the playground equipment in a public park, and from the primary point of ingress to the medical marihuana facility along the centerline to the primary street address building entrance, site entrance driveway

Section 3.110~~119~~ - Co-Location

- A. Consistent with the MMFLA and rules promulgated by the department, any combination of Growers, Provisioning Centers, and Processors may operate as separate medical marihuana facilities at the same physical location;
- B. A maximum of two medical marihuana facilities with state operating licenses may co-locate on a single parcel;
- C. No two medical marihuana facilities of the same type may be located on the same parcel;
- D. Medical Marihuana Provisioning Center, consistent with the MMFLA, any combination of Grower, Processor, and Provisioning Centers may operate as separate medical marihuana facilities in the physical location. Provided that the Provisioning Center is incidental to the principal use and that the total amount of internal floor areas of the structure locate to the Provisioning Center does not exceed 20% of the floor area of the total establishment;

Section 3.111~~120~~ - Building Design, Area, Height, Bulk, and Placement

- A. Building and design improvements must comply with the underlying zoning-zoning requirements and the Specific Uses Development Standards outlined in Article 2, Chapter 5 of this Zoning Ordinance.
- B. If the provisions of the MMOD are silent on building and design requirements, the requirements of the underlying district shall apply.
- C. If the building and design requirements of the MMOD conflict with the requirements of the underlying district, then the building and design requirements of the MMOD shall supersede the underlying district regulations.

Section 3.11131- Review Authority and Establishment

~~A.~~ A.—The Planning Commission shall be the Special Exception and Site Plan Review Authority for the permitted medical marihuana uses outside the Medical Marihuana Overlay Districtsin the MMOD; and Site Plan Review Authority for Medical Marihuana uses in the Medical Marihuana Overlay Districts.

~~B.~~ B. Medical Marihuana uses must be in accordance with the Special Exception Permit review standards contained in Article 6, Chapter 3 of the Zoning Ordinance.

~~C. B.~~ A Special Exception Permit for medical marihuana uses require Public Notice of 500 feet from the proposed medical marihuana facility;

~~D. C.~~ All permitted medical marihuana uses must be in accordance with the Uses Development Standards outlined in Chapter 2 of the Zoning Ordinance;

~~D. E.~~ Within the MMOD all requirements of the underlying districts remain in effect, except where these regulations provide an alternative to such requirements.

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Article 7 - Definitions Is amended to add Chapter 2, and Chapter 3 as follows: Article 7 - Definitions I Chapter 2

Section 7.202 Commercial, Office, and Service Uses

A. Provisioning Center means a commercial entity that purchases medical marihuana from a Grower or Processor, and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Centers includes any commercial property where marihuana is sold at retail to registered, qualifying patients or registered primary caregivers.

1. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a provisioning center for purposes of this ordinance.

B. Safety Compliance Facility means a commercial entity that receives marihuana from a medical

marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the medical marihuana facility.

C. Secure Transporter means a commercial entity located in this state that stores marihuana and transports medical marihuana between medical marihuana facilities for a fee.

Section 7.203 - Industrial Uses

A. ~~A~~-Walton Blvd Medical Marihuana Overlay District (see Map 1.)

B. Cesar Chavez Medical Marihuana Overlay District (see Map 2)

C. C-2 Downtown Medical Marihuana Overlay District (see Map 3)

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D. Grower means a commercial entity that cultivates, dries, trims, or cures, and packages marihuana for sale to a Processor or Provisioning Center. As used in this ordinance, Grower shall include Class A Growers, Class B Growers, and Class C Growers.

- a. Class A Grower means a Grower license to grow not more than 500 marihuana plants.
- b. Class B Grower means a Grower license to grow not more than 1,000 marihuana plants.
- c. Class C Grower means a Grower license to grow not more than 1,500 marihuana plants.

E. Processor means commercial entity that purchases marihuana from a Grower and that extracts resin from the marihuana or creates a Marihuana-infused product for sale and transfer in package form to a Provisioning Center.

F. Provisioning Center means a commercial entity that purchases marihuana from a Grower or Processor, and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Centers includes any commercial property where marihuana is sold at retail to registered, qualifying patients or registered primary caregivers.

- a. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA is not a provisioning center for purposes of this ordinance.

~~G. D.~~ Safety Compliance Facility means a commercial entity that receives marihuana from a medical marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the medical marihuana facility.

~~H. E.~~ Secure Transporter means a commercial entity located in this state that stores marihuana and transports marihuana between medical marihuana facilities for a fee.

Article 7 - Definitions | Chapter 3

Section 7.301-General Definitions

- A. Medical Marihuana Facility means a location at which a Grower, Processor, Provisioning Center, Secure Transporter, or Safety Compliance Facility is licensed to operate under the MMFLA.
- B. MMLFA means the Medical Marihuana Facilities Licensing Act, Act No. 281 of the Public Acts of 2016, being Sections 333.27101 to 333.27801 of the Michigan Compiled Laws.
- C. MMMA means the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, being Sections 333.26421 to 333.26430 of the Michigan Compiled Laws.

Pursuant to Pontiac City Charter Provision 3.112(e), this is an EMERGENCY ORDINANCE to regulate the proliferation of medical marihuana facilities within the City of Pontiac and thereby ensure the health and safety of its residents, and shall be given immediate effect.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Pontiac this _____ day of _____ 2019.

Deirdre Waterman, Mayor

Garland Doyle, Interim City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council on the _____ day of _____ 2019.

Garland Doyle, Interim City Clerk

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

Garland Doyle, Interim City Clerk

#21

RESOLUTION

**City of Pontiac Resolution for the 2018-2019 Pontiac High School Boys
Varsity Basketball Team**

WHEREAS, It is the sense of this legislative body to honor outstanding young adults of remarkable character, who are inspirational and who serve as a role-models to others; and,

WHEREAS, the 2018-2019 Pontiac High School Boys Varsity Basketball Team defeated Cranbrook High School in the MHSAA Division #2 District Championship game on March 8, 2019; and,

WHEREAS, the Phoenix boys varsity basketball team had an overall record of 22-3; and,

WHEREAS, the 2018-2019 Pontiac High School Boys Varsity Basketball Team includes; #1 Da'Veaun Cole, #3 Ernesto Simpson Jr., #5 Dominique Stovall, #10 D'Quarion Cole, #11 Keyshaun Shelmonson-Bey, #12 Ulise Jackson, #15 Shawn Jones, #20 Deshawn Owens, #20 Parrish Rowls, #30 Cleontae Brown, #33 Terah Hazard, #40 Chaz McKenzie and #44 Kenyatta Green; and,

WHEREAS, the outstanding leadership of both Head Coach Joel Schroeder and Assistant Coach Damon Odneal and the unwavering commitment and dedication of the 2018-2019 Pontiac High School Boys Varsity Basketball Team, created a dynamic and an unstoppable team.

NOW, THEREFORE BE IT RESOLVED, that on March 26, 2019, the Pontiac City Council, the Mayor and members of this great community, honor and salute the accomplishment and achievement of the 2018-2019 Pontiac High School Boys Varsity Basketball Team and Head Coach Joel Schroeder and Assistant Coach Damon Odneal, for a job well done and for truly representing the City of Pontiac. Congratulations.

Dr. Deirdre Waterman

Kermit Williams, President

Randy Carter, President Pro-Tem

Patrice Waterman, Councilwoman

Don Woodward, Councilman

Mary Pietila, Councilwoman

Gloria Miller, Councilwoman

Doris Taylor-Burks, Councilwoman