

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

STUDY SESSION (AMENDED AGENDA)

April 23, 2019

6:00 P.M.

81st Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to the Agenda (Remove Agenda Item 13. Remove Agenda Items 7 and 8 for one month.)

Approval of the Amended Agenda

Approval of the Minutes

1. Meeting of April 16, 2019

Public Comment

Agenda Items for Consideration

City Council

2. Resolution to Not Authorize the Establishment of the Position of Interim Finance Director
3. Resolution to Not Authorize a Salary to be Paid for the Position of Interim Finance Director
4. Resolution to Not Approve the Appointment of Hughey Newsome as Interim Finance Director
5. Resolution to Authorize the Law Firm of Clark Hill PLC, to Provide Advice and or a Legal Opinion to the Pontiac City Council in the Matters Regarding the Mayor's Recent Appointments, Hires and Unapproved Salaries that are Currently before the City Council.

Office of the City Clerk

6. Resolution to Approve Contract Increase for Matthew Neale, Esq., Miller, Canfield, Paddock and Stone, P.L.C. to Serve as the Professional Expert-Medical Marihuana not to exceed \$25,000.00 and Authorize the Mayor to Sign the Final Agreement.

Controller

7. 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.
8. 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.

Office of Development, Grants and Compliance

9. Resolution to Authorize Mayor to Sign Grant Award Agreement from the Michigan Department of Treasury - Revenue Sharing and Grants Division, Entitled *Downtown Pontiac Phoenix Center Tunnel LED Lighting Upgrades*, for the Maximum Amount of \$164,020.00.
10. Resolution to Authorize Mayor to Sign Grant Award Agreement from the Michigan Department of Treasury - Revenue Sharing and Grants Division, Entitled *Downtown Pontiac ADA Accessibility and Sidewalk Infrastructure Improvements*, for the Maximum Amount of \$200,000.00.

Presentations (Presentations are limited to 10 minutes.)

11. City of Pontiac Census Count Update
Presentation Presenter: Co- Chair, Rev. Rodney Tolbert, Liberty Missionary Baptist Church.
12. Pepsi Grant for Youth Recreation Program
Presentation Presenters: Rudy Hobbs, Armando Saleh, and Mayor Waterman.
13. Youth Recreation Program Partnership and Expansion
Presentation Presenters: Russ Russell and Derrick Coleman.

Communication to the Mayor

14. Documents Requested from the Mayor During the Budget Goal Session on April 16, 2019
(a. The City Council requested the budget numbers from Oakland County Sheriff in regards to the request for more patrol deputies. b. Council President Williams requested that the Mayor provide the Council with a copy of each department's annual report. The Finance Department annual report was distributed at the meeting. c. Council President Williams wanted to know how the administration has been evaluating city service levels.)

Communications from the Mayor

15. City Credit Card Statement
(The City Council adopted a resolution that the Mayor will provide the monthly credit card statements for the prior month to the City Clerk, to be included in the Pontiac City Council Agenda, the first meeting of each month, commencing with the March 5, 2019 Agenda. The City Clerk did not receive the March 2019 statement.)
16. Check Register for Week Ending March 29, 2019 (This week's register was not included in the report submitted to City Council on April 2, 2019.)
17. Finance Department Report Regarding Mileage Reimbursement Policies for City Employees and City of Pontiac Elected Officials
18. Proclamation in Honor of Pastor Leland and Dr. Yvonne Matlock

Communication from Office of the City Clerk

19. Interim City Clerk Conflict of Interest Disclosure Statement/Affidavit for Medical Marihuana Facility Permit Applications

Adjournment

#1

MINUTES

April 16, 2019

**Official Proceedings
Pontiac City Council
80th Session of the Tenth Council**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, April 16, 2019 at 12:00 p.m. by Council President Kermit Williams.

Call to Order

Invocation – Dr. Matlock

Pledge of Allegiance

Roll Call

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

19-130 **Motion to amend agenda to add Item #5 (change date agenda items are due for upcoming meeting) and set a date for Community Benefits Ordinance discussion.)** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

Motion Carried.

19-131 **Approval of the Agenda with amendments.** Moved by Councilperson Pietila and second by Councilperson Woodward.

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

No: None

Motion Carried.

19-132 **Approval of the Special meeting minutes of April 2, 2019.** Moved by Councilperson Woodward and second by Councilperson Pietila.

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

No: None

Motion Carried.

19-133 **Approval of Study Session meeting minutes of April 9, 2019.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

April 16, 2019

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

No: None

Motion Carried.

Discussion for the City of Pontiac Budget Goal Session for FY 2019-2020

The City Council requested the budget numbers from Oakland County Sheriff in regards to the request for more patrol deputies. Council President Williams requested that the Mayor provide the Council with a copy of each department's annual report. The Finance Department annual report was distributed at the meeting. Council President Williams wanted to know how the administration has been evaluating city service levels.

Mayor Waterman and her staff walked out of the meeting during the discussion.

19-134 **Resolution to approve the contract renewal with Oakland County Equalization Division for three years from July 1, 2019 to June 30, 2022 based on the terms and conditions contained in the attached draft contract and to authorize the Mayor to sign the final contract.**
Moved by Councilperson Carter and second by Councilperson Woodward.

Whereas, the City of Pontiac has contracted with Oakland County to provide assessing services for the City since 1995, and;

Whereas, the current contract expires on June 30, 2019, and;

Now, Therefore, Be It Resolved that the City Council of the City of Pontiac approves the contract renewal with Oakland County Equalization Division for three years from July 1, 2019 to June 30, 2022 based on the terms and conditions contained in the attached draft contract sent to the City on March 28, 2019 and authorizes the mayor to sign the final contract.

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

No: None

Resolution Passed.

19-135 **Resolution to have agenda items provided to the City Clerk no later than 5:00 p.m. on Wednesday, April 17, 2019.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

Whereas, effective April 24, 2018, the 10th Pontiac City Council Rules and Procedures were adopted; and,
Whereas, effective November 27, 2018, the 10th Pontiac City Council Rules and Procedures were amended; and,

Whereas, items to be included for the Council Agenda should be provided to the City Clerk in writing no later than 5:00 p.m. on Thursday prior to the regular scheduled Tuesday, Pontiac City Council Study Session; and,

Whereas, the City Clerk shall distribute the agenda by email no later than 5:00 p.m. on Friday and have the agenda posted on the city website 48 hours prior to each meeting for public access; and,

Whereas, the City will be closed on Friday, April 19, 2019 in observance of Good Friday.

April 16, 2019

Now, Therefore, Be It resolved that the agenda items for the April 23, 2019 City Council Study Session will need to be provided to the City Clerk no later than 5:00 p.m. on Wednesday, April 17, 2019. The City Clerk shall distribute the agenda by email no later than 5:00 p.m. on Thursday, April 18, 2019 and have the agenda posted on the city website 48 hours prior to the meeting.

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

No: None

Resolution Passed.

19-136 **Motion to schedule a Special meeting on April 29, 2019 at 3:00 p.m. to discuss the Community Benefit Ordinance.** Moved by Councilperson Pietila and second by Councilperson Woodward.

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

No: None

Motion Carried.

19-137 **Resolution for the City Attorney to Amend Ordinance #2288 to change how City Council adopts the budget from functional basis to line item basis by May 1, 2019.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

Whereas, the Pontiac Municipal Code and Pontiac Ordinance No. 2288, sec 4, dated June 27, 2013 provides that the budget shall be adopted on a functional basis for expenditures, rather than on a departmental or line item basis; and,

Whereas, it is in the best interest of the City of Pontiac to amend the current ordinance to allow the budget to be adopted on a line item basis for expenditures rather than on a functional basis; and,

Whereas, money shall not be moved within departments without the Pontiac City Council's approval; and,

Whereas, pursuant to the Pontiac City Charter more specifically, section 4.202, the City Attorney is hereby instructed to amend the ordinance pursuant to the resolution passed by the Pontiac City Council by May 1, 2019.

Now, Therefore, Be, It Resolved, that no more than Ten Thousand (**\$10,000.00**) Dollars shall be allocated and changed to a different function within a department without the Pontiac City Council's approval and the current 2019-2020 budget shall be adopted by line item for expenditures.

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

No: None

Resolution Passed.

Two (2) individuals addressed the body during public comment.

Councilwoman Gloria Miller, Councilwoman Patrice Waterman, Councilman Don Woodward, Councilwoman Mary Pietila, Councilwoman Doris Taylor-Burks, Council President Pro-Tem Randy Carter and Council President Kermit Williams made closing comments.

April 16, 2019

President Kermit Williams adjourned the meeting at 1:45 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

DRAFT

#2

RESOLUTION

Pontiac City Council Resolution



WHEREAS, the Pontiac City Charter does not provide for the role of “Interim Finance Director”; and,

WHEREAS, the Pontiac City Council has not created a position for “Interim Finance Director.”

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council does not approve the position of Interim Finance Director.

#3

RESOLUTION

Pontiac City Council Resolution



WHEREAS, section 4.301 of the Pontiac City Charter states, “a Finance Department is created in the executive branch of City government. The Finance Director shall have direct supervision over the finance department and the administration of the financial affairs of the City, including the keeping of accounts and financial records, the collection of taxes, special assessments and other revenue, and such other duties as may be prescribed by ordinance;” and,

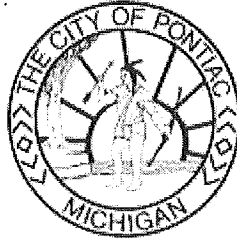
WHEREAS, section 3.120 of the Pontiac City Charter provides, “no compensation or salary shall be paid to appointees, members of boards or commissions, or employees of the city except as approved by the Council.”

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council does not authorize a salary to be paid for the position of Interim Finance Director and hereby requires that before the position of Finance Director is filled, the Pontiac City Council must determine the salary.

#4

RESOLUTION

Pontiac City Council Resolution



WHEREAS, on Tuesday, April 9, 2019, the Pontiac City Council was presented with a resolution from the Mayor to approve the Mayor's recommendation to appoint Hughey Newsome as Finance Director for the City of Pontiac; and,

WHEREAS, the resolution stated, "the Mayor has appointed Mr. Hughey Newsome to the position of Finance Director, contingent on Council approval, effective April 15, 2019;" and,

WHEREAS, on April 9, 2019, the City Council voted and the resolution failed, Hughey Newsome was not confirmed to the position of Finance Director; and,

WHEREAS, the Mayor in an effort to circumvent the City Council, hired Hughey Newsome on April 17, 2019 as Interim Finance Director; and,

WHEREAS, the previous Finance Director was employed with the City of Pontiac for approximately five years and was paid, \$121,800.00 annually; and,

WHEREAS, the Mayor's request, is to pay Hughey Newsome **\$131,040.00** annually, a salary that exceeds the previous Finance Director's salary by ten thousand (**\$10,000.00**) dollars; and,

WHEREAS, the salary request exceeds the budgeted amount and has not been approved by the City Council; and,

WHEREAS, section 4.106 of the Pontiac City Charter allows the Mayor to appoint a director who serves at the pleasure of the Mayor and with each appointment subject to approval of the Council; and,

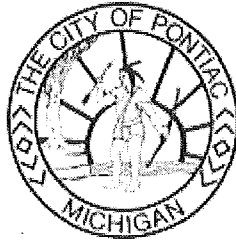
WHEREAS, only if a Mayoral appointment is not disapproved by the Council within 30 days is the appointment is effective.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council denies Hughey Newsome serving as Interim Finance Director.

#5

RESOLUTION

Pontiac City Council Resolution



WHEREAS, in lieu of the Mayor's recent appointments, hires and unapproved salaries, the City Council has determined that pursuant to section 4.204 of the Pontiac City Charter, these matters which are currently before Council, require an opinion and advice of independent legal counsel.

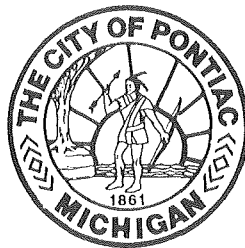
NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby authorizes the law firm of Clark Hill PLC, to provide advice and or a legal opinion.

#6

RESOLUTION

GARLAND S. DOYLE, M.P.A.
Interim City Clerk
FOIA Coordinator

SHEILA GRANDISON
Deputy City Clerk



OFFICE OF THE CITY CLERK
47450 Woodward Avenue
Pontiac, Michigan 48342
Phone: (248) 758-3200
Fax: (248) 758-3160

MEMORANDUM

TO: Mayor and City Council

FR: Garland S. Doyle, Interim City Clerk

THRU: Jane Bais DiSessa, Deputy Mayor

DA: April 17, 2019

RE: Resolution for Ordinance 2357(B) Professional Expert for Medical Marihuana- Matthew Neale, Esq., Miller, Canfield, Paddock and Stone, P.L.C. not to exceed \$25,000

On January 15, 2019, I informed the Mayor and City Council that I had selected Mr. Neale to serve as the Professional Expert to assist the City Clerk in drafting the applications for Medical Marihuana. Mayor Waterman subsequently approved a contract for Mr. Neale not to exceed \$10,000. As a result, Mr. Neale has developed the application instructions and applications for grower, processor, secure transporter and safety compliance. The Office of the City Clerk began to accept applications for these categories on April 15, 2019.

I am requesting a contract increase of \$15,000 not to exceed a total amount of \$25,000. Mr. Neale will develop the scoring criteria, instructions and applications for provision centers. The revised engagement letter for Mr. Neale is attached.

The following resolution will needed to be adopted by your honorable body.

Whereas the City of Pontiac has contracted with Matthew Neale, Esq., Miller, Canfield, Paddock and Stone, P.L.C. to provide professional expert assistance to the City Clerk under Ordinance 2357(B) not to exceed \$10,000, and;

Whereas, City Council has to approve contracts over \$10,000 and the City of Pontiac wishes to increase Mr. Neale's contract not to exceed a total amount of \$25,000.

Now Therefore Be It Resolved, the City Council of the City of Pontiac approves the contract increase with Matthew Neale, Esq., Miller, Canfield, Paddock and Stone, P.L.C. not to exceed \$25,000 and authorizes the Mayor to sign the final contract.

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing • Troy

FLORIDA: Tampa

ILLINOIS: Chicago

NEW YORK: New York

MATTHEW J. NEALE
TEL (269) 383-5841
FAX (269) 382-0244
E-MAIL neale@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
277 South Rose Street, Suite 5000
Kalamazoo, Michigan 49007
TEL (269) 381-7030
FAX (269) 382-0244
www.millercanfield.com

CANADA: Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia

Warsaw • Wrocław

April 8, 2019

City of Pontiac
ATTN: Deirdre Waterman, Mayor
47450 Woodward Avenue
Pontiac, Michigan 48342

Re: Engagement as Counsel

Dear Mayor Waterman:

We are taking this opportunity to confirm the terms of our engagement, including the services we will perform, our responsibilities and our compensation. I request that you review this engagement letter and the enclosed *Standard Terms of Engagement* and return a signed copy of this engagement letter to me.

Client. Our client in this matter will be the City of Pontiac (the "Client"). This engagement does not give rise to a lawyer-client relationship between the firm and any other person or entity. If you wish us to represent any other person or entity, please let me know so that I can revise this engagement letter.

Scope of Engagement. We have been engaged to provide professional expert assistance to the Client in connection with the Client's duties and responsibilities under the City of Pontiac Medical Marihuana Facilities Ordinance (Proposal 1, approved by the electors on the August 7, 2018 ballot) ("Ordinance"), and related matters (the "Project"). Such expert assistance is limited to: (i) assisting the Pontiac City Clerk in developing the medical marihuana facilities application process; (ii) assisting the Pontiac City Clerk in developing the medical marihuana facilities application and renewal forms; (iii) assisting the Pontiac City Clerk in developing an application assessment, evaluation, scoring and ranking system for provisioning center applications; (iv) assisting the Pontiac City Clerk in developing guidelines for reviewing grower, processor, secure transporter and safety compliance facility applications; (v) renewal application and instructions for grower, processor, secure transporter and safety compliance facilities; and (vi) renewal application and instructions for provisioning center facilities. BECAUSE WE ARE NOT THE CLIENT'S GENERAL COUNSEL, OUR ACCEPTANCE OF THIS ENGAGEMENT IS NOT AN UNDERTAKING TO REPRESENT THE CLIENT OR ITS INTERESTS IN ANY OTHER MATTER. BECAUSE WE ARE NOT YOUR SECURITIES LAWYERS, WE WILL NOT BE ADVISING YOU ABOUT ANY DISCLOSURE OBLIGATIONS YOU MAY HAVE UNDER FEDERAL, STATE OR OTHER SECURITIES LAWS WITH RESPECT TO ANY OF THE MATTERS ON WHICH YOU HAVE ENGAGED US.

Conflicts. Given our professional expert assistance of the City of Pontiac pursuant to this engagement, we would not assist any persons in applying for a medical marihuana facilities license with the City of Pontiac under the Ordinance; provided, however, we may assist persons in any other respects, including assisting persons with marihuana facilities licenses with the State of Michigan. For the avoidance

of doubt, if we assist persons in applying for marihuana facilities licenses with the State of Michigan that are also applying for a medical marihuana facilities license with the City of Pontiac under the Ordinance, our representation of such persons would exclude any assistance with such City of Pontiac license.

Risks under Federal Criminal Laws; Exclusion of Federal Law Advice. Although the laws of the State of Michigan decriminalize certain marihuana related activities conducted under and in accordance with such laws and related rules and regulations (collectively, "Michigan Marihuana Law(s)"), such decriminalization is effective only for purposes of Michigan law and the Michigan Marihuana Law has no effect whatsoever on applicable federal law. Consequently, you should be cognizant of the risks under federal criminal laws of proceeding with the Project and any other matters relating to marihuana.

We draw to your attention that possession, cultivation, transportation, purchase, sale or distribution of marihuana or marihuana related products or rendering of services in connection with or in furtherance of any such activities is and remains, notwithstanding the Michigan Marihuana Law, a crime under United States Federal Law. If violated, potential risks include actions by the federal government to seize, and seek civil forfeiture of, real and personal property used to facilitate sale of marihuana as well as money or other proceeds from such sales. In addition, there is potential risk of criminal investigations or prosecution for aiding and abetting violation of federal law or for conspiring to violate federal law. A conviction on a conspiracy charge carries a mandatory minimum prison term of five years for the first offense and, depending on the quantity of marihuana involved, a fine for such a conviction could be in the millions. The U.S. Department of Justice's authority to prosecute violations of federal law is in no way diminished by the Michigan Marihuana Laws. Further, due to the federal government's jurisdiction over interstate commerce, any possession, cultivation, transportation, purchase, sale or distribution of marihuana or marihuana related products or rendering of services in connection with or in furtherance of any such activities involving states other than the State of Michigan face a higher level of scrutiny and an increased risk of investigation and prosecution by federal authorities than would be expected in connection with the conduct of such activities exclusively within the State of Michigan.

While the U.S. Department of Justice, under the Obama administration, previously indicated in a series of memos that an effective state regulatory system and a marihuana operation's compliance with such a system should be considered in the exercise of investigative and prosecutorial discretion, on January 4, 2018, under the Trump administration, the U.S. Department of Justice rescinded such memos and announced a return to the rule of law regarding the federal marihuana enforcement policy. In a January 4, 2018 memo, U.S. Attorney General Sessions directed all U.S. Attorneys to enforce the laws enacted by Congress and to follow well-established principles when pursuing prosecutions related to marihuana activities. As stated by Attorney General Sessions in relation to such memo: "It is the mission of the Department of Justice to enforce the laws of the United States, and the previous issuance of guidance undermines the rule of law and the ability of our local, state, tribal, and federal law enforcement partners to carry out this mission Therefore, today's memo on federal marihuana enforcement simply directs all U.S. Attorneys to use previously established prosecutorial principles that provide them all the necessary tools to disrupt criminal organizations, tackle the growing drug crisis, and thwart violent crime across our country."

We are not and will not be advising you, and no communications from or advice provided by us should be construed as advising you, with respect to compliance with or how to circumvent United States Federal Law (including for purposes hereof the Controlled Substances Act, 21 U.S.C. Section 811 et seq., and the rules and regulations promulgated by any department or agency of the United States Government

including, without limitation, the US Drug Enforcement Agency) or with respect to the United States Federal Law implications of conducting a business under the Michigan Marihuana Laws involving the possession, cultivation, transportation, purchase, sale or distribution of marihuana or marihuana related products or rendering of services in connection with or in furtherance of any such activities and specifically advise you that we are not, and will not be, advising you with respect to federal law criminal aspects of any of the foregoing activities, or any other activities otherwise permitted under the Michigan Marihuana Laws, all of which remain illegal under applicable federal statutes, rules and regulations.

Staffing. I will be principally responsible for managing this engagement and I will be assisted by one or more other attorneys, as appropriate. The rates for this file will be as follows: \$310 for principals; \$255 for senior associates; and \$175 for junior associates and paralegals. Our services will be charged based on the time we spend working on this engagement. We may be assisted by one or more other members of our professional staff as appropriate. The staffing on this matter is subject to change, based on cost considerations, the workloads of our professional staff members, and the specific tasks to be performed. The firm periodically adjusts the rates of its professional personnel as described in the attached *Standard Terms of Engagement*.

Billing and Payment. We customarily send invoices for fees and expenses each month. We require payment of our invoices within 30 days.

Completion of Engagement. This engagement will terminate when we perform our last services for you in this matter, whether or not the charges for those services have been invoiced or paid. Unless we are then representing the Client in another matter, the lawyer-client relationship between us will terminate at the same time.

Standard Terms of Engagement. Attached to this letter is a copy of a document that contains the *Standard Terms of Engagement* that apply to all engagements undertaken by the firm. I encourage you to read this document carefully, as it is an integral part of our agreement with you regarding this engagement and contains important provisions governing our relationship. By accepting our services, you agree that the terms of this letter and the enclosed Standard Term of Engagement will apply to our engagement unless we agree in writing to a modification. This Engagement is not to exceed \$25,000.00.

Also provided with this letter are copies of each of the October 19, 2009, June 29, 2011, August 29, 2013, February 14, 2014 and January 4, 2018 (the "2018 Memo") U.S. Department of Justice memoranda concerning marihuana enforcement under the Controlled Substances Act (the "Marihuana Memos").

Please sign below and return this letter to me via e-mail, fax or mail. By such signature below, you:

(i) acknowledge your agreement to the terms of this letter and the attached *Standard Terms of Engagement*;

(ii) acknowledge your receipt of copies of each of the Marihuana Memos, and acknowledge and agree that you have carefully read and understand each of the Marihuana Memos, including specifically but without limitation the 2018 Memo and this letter, including in particular the Section titled "**Risks under Federal Criminal Laws; Exclusion of Federal Law Advice**" and had the opportunity to ask questions about the risks stated therein;

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

-4-

(iii) acknowledge your understanding that none of our advice or guidance, whether or not formally given or provided, is or should be construed by you to be or constitute, assistance to commit a crime under or avoid the application of any applicable United States Federal Law;

(iv) acknowledge your understanding that the scope of this engagement will in no case involve any advice or assistance relating to United States Federal Law, acknowledge that you have agreed to enter into this engagement based on such understanding, acknowledge and consent to such limited scope of engagement, and understand that we would not have entered into this engagement without such understanding and consent;

(v) acknowledge your understanding that we have no professional obligation to warn you of any matters other than in relation to the laws of the State of Michigan, and in no case do we have any obligation to warn you of any matters relating to United States Federal Law;

(vi) acknowledge your intention to at all times act in strict accordance with the requirements of and to in all other respects comply with the laws of the State of Michigan, including without limitation the Michigan Marihuana Law, as it pertains to the possession, cultivation, transportation, distribution or sale of marihuana or marihuana related products or rendering of services in connection with or in furtherance of any such activities as the laws of the State of Michigan, including without limitation the Michigan Marihuana Law, evolve in the future during the course of our representation of the Client;

(vii) acknowledge your intention to conduct all activities in connection with the Project exclusively within the State of Michigan; and

(viii) acknowledge your understanding that in the course of our representation of the Client we will be asking numerous and in-depth questions about the business model and operating procedures involved in the Project and your undertaking to answer all such questions fully and truthfully.

I look forward to our working together. If you have any questions about this engagement or any aspect of our work or charges, I encourage you to contact me promptly.

Very truly yours,

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

By: Matthew Neale
Matthew J. Neale

AGREED AND ACCEPTED:

By: _____
Deirdre Waterman, Mayor

#7

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

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing • Troy

ILLINOIS: Chicago
NEW YORK: New York
OHIO: Cincinnati • Cleveland

CANADA: Windsor
CHINA: Shanghai
MEXICO: Monterrey
POLAND: Gdynia
Warsaw • Wroclaw

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.

(Balance of this page intentionally left blank)

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

#8

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 [_____] 1, 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 [_____] 1, 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.

#9

RESOLUTION



CITY OF PONTIAC

Office of Development, Grants & Compliance

47450 Woodward Avenue • Pontiac, MI 48342
(248) 758-3000 • (248) 758-2827 Fax • www.Pontiac.Mi.Us

Dr. Deirdre Waterman
Mayor

MEMORANDUM

TO: Honorable Mayor Deirdre Waterman & City Council
FROM: Alexandria T. Riley, Chief Development Officer
THROUGH: Jane Bias-DiSessa, Deputy Mayor
DATE: March 5, 2019
SUBJECT: Approval Request Authorizing the Mayor to Accept FDCTV Grant for \$163,020 for Downtown Pontiac Phoenix Center Tunnel LED Lighting Upgrades

Mayor Waterman & City Council:

Pontiac has been awarded a \$163,020 grant under the state's distressed cities program subject to execution of the attached Grant Agreement and adoption of a City Council Resolution accepting the grant award.

The administration has aggressively pursued grants for the improvements of all aspects of our community. Approval of this request is another example of how the administration is working to make the way of life better for our residents. This grant is for Downtown Pontiac Phoenix Center Tunnel LED Lighting Upgrades

RECOMMENDATION: Approval of request authorizing the Mayor to accept FDCTV Grant for \$163,020 for Downtown Pontiac ADA Accessibility and Sidewalk Infrastructure Improvements and adoption of the following resolution:

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount of \$163,020 toward reimbursement of expenditures required to implement Downtown Pontiac Phoenix Center Tunnel LED Lighting Upgrades, and

WHEREAS, the State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCTV grant program, and

WHEREAS, the City of Pontiac acknowledges that it:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act,
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, as applicable, and
3. Is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a FDCVT grant funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the Pontiac City Council hereby authorize participation in the Downtown Pontiac Phoenix Center Tunnel LED Lighting Upgrades and on behalf of the City of Pontiac, authorizes Mayor Deirdre Waterman to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

ATR

Attachments



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

March 21, 2019

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

Dear Dr. Waterman:

Re: **Grant No. 210075-19**
Notification of Intent to Award – FDCVT Grant FY 2019

The Michigan Department of Treasury (Treasury) – Revenue Sharing and Grants Division received your grant application for the Financially Distressed Cities, Villages, and Townships (FDCVT) grant program. We are pleased to inform you that the proposal your governmental unit submitted entitled **Downtown Pontiac Phoenix Center Tunnel LED Lighting Upgrades** has been selected for a grant award in the maximum amount of **\$163,020.00**.

Enclosed are two original copies of the Financially Distressed Cities, Villages, and Townships Grant Agreement and a sample Board Resolution.

An electronic fillable version of the sample Board Resolution is located on Treasury's website:
http://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826_69378---,00.html

Next Step

To receive the Final Award, Treasury must receive two original signed copies of the Grant Agreement and a Board Resolution (as indicated in the Conditions of the grant application packet) by Monday, May 20, 2019.

Submission of the signed Grant Agreement and a Board Resolution will signify acceptance of the grant award and will be considered agreement to all provisions specified in the grant application packet, the Notification of Intent to Award letter, and the Grant Agreement.

Please send the required documents by mail to:

Michigan Department of Treasury
Revenue Sharing and Grants Division
PO Box 30722
Lansing, MI 48909

Upon Treasury's review and acceptance/approval of the signed Grant Agreement and Board Resolution, Treasury will sign the Grant Agreement. Treasury will return one executed copy of

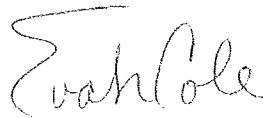
City of Pontiac
March 21, 2019
Page 2

the Grant Agreement along with the Final Award letter, after which time the grantee will be responsible for the submission of grant compliance reporting and reimbursement requests.

Awarded funds will not be released until a completed grant agreement has been finalized. Reminder, grant funds are distributed on a reimbursement basis.

Congratulations on the grant award. We appreciate your interest in the FDCVT and look forward to working with you on this project. If you have any questions, please let us know. We can be reached at (517) 335-7484.

Sincerely,

A handwritten signature in cursive script that reads "Evah Cole". The signature is written in dark ink and is positioned above the printed name and title.

Evah Cole, Division Administrator
Revenue Sharing and Grants Division

Enclosures

c: Alexandria Riley, Contract Compliance / Grant Writer

**FINANCIALLY DISTRESSED CITIES, VILLAGES, AND TOWNSHIPS
GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF TREASURY
AND CITY OF PONTIAC**

This Grant Agreement ("Agreement") is made between the Michigan Department of Treasury, Revenue Sharing and Grants Division ("Treasury") and City of Pontiac ("Grantee").

The purpose of this Agreement is to provide funding to a financially distressed municipality with conditions that indicate probable financial distress. Legislative appropriation of funds for grant assistance is set forth in 2018 Public Act 207. This Agreement is subject to the terms and conditions specified herein.

Grant #: 210075-19
Project Name: Downtown Pontiac Phoenix Center Tunnel LED Lighting Upgrades
Amount of Grant: \$163,020.00
Start Date: October 1, 2018
End Date: September 30, 2023

GRANTEE CONTACT:

Alexandria Riley, Contract Compliance / Grant
Writer

Name/Title

City of Pontiac

Municipality Name

47450 Woodward Avenue

Address

Pontiac, MI 48342

City, State, Zip Code

(248) 758-3050

Telephone Number

Fax Number

ariley@pontiac.mi.us

E-mail Address

CV0048137

Vendor/Customer Number

TREASURY CONTACT:

Evah Cole, Division Administrator

Name/Title

Revenue Sharing and Grants Division

Division

P.O. Box 30722

Address

Lansing, MI 48909

City, State, Zip Code

(517) 335-7484

Telephone Number

(517) 335-3298

Fax Number

TreasRevenueSharing@michigan.gov

E-mail Address

I. AGREEMENT SCOPE

This Agreement and its appendices constitute the entire Agreement between Treasury and the Grantee and may be modified only by written agreement between Treasury and the Grantee.

- (A) The scope of this agreement is limited to activities specified in Appendix A, and such activities as are authorized by Treasury under this Agreement. Any change in agreement scope requires written approval in accordance with Section III (Amendments) of this Agreement.
- (B) By entering into this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. CONTRACT PERIOD

The Agreement shall be effective from the Start Date until the End Date specified on page 1. Treasury shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.

III. AMENDMENTS

Any desired amendments to this Agreement shall be requested by the Grantee in writing, and shall not be effective unless approved in writing by Treasury. Treasury reserves the right to deny requests for amendments to the Agreement or to the appendices. No amendments can be implemented without written approval by Treasury.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified below and in Appendix A of this Agreement, if applicable.

- (A) The Grantee must complete and submit semiannually the *Financially Distressed Cities, Villages, and Townships Narrative Report* (Form 5196) and the *Financially Distressed Cities, Villages, and Townships Financial Status Report* (Form 5198). These forms shall be due according to the following schedule:

Reporting Period	Due Date
October 1 – March 31	April 30
April 1 – September 30	October 30

The forms shall be submitted to Treasury's contact at the e-mail address on page 1.

- (B) For a payment reimbursement, the Grantee must complete and submit a *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199). The reimbursement request

must include supporting documentation (copies of original invoices, cancelled checks, and any other report that would support the request) of eligible project expenditures.

The form shall be submitted to Treasury's contact at the address on page 1.

Treasury shall make reimbursements upon receipt of a reimbursement request form, not more than once a month, provided that the Grantee is in compliance with all terms and conditions of this Agreement, and dependent upon state appropriations.

Funds may not be released to the Grantee, if the Grantee:

1. Has not filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or
2. Has not filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Is delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Has a payment due and owing to the state.

(C) The Grantee must complete and submit a final *Financially Distressed Cities, Villages, and Townships Narrative Report* (Form 5196) and *Financially Distressed Cities, Villages, and Townships Financial Status Report* (Form 5198). The Grantee shall submit the final reports, including any outstanding deliverables, within 30 days from the End Date of the Grant, specified on page 1.

The forms shall be submitted to Treasury's contact at the e-mail address on page 1.

(D) One year after the date of the Final Closeout letter from Treasury, the Grantee must complete and submit a *Financially Distressed Cities, Villages, and Townships Final Follow-up Report* (Form 5197).

The form shall be submitted to Treasury's contact at the e-mail address on page 1.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of the activities funded by this grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State of Michigan or any other entity.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant or from any expenditure of grant funds.

- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its contractor(s) under this Agreement. The Grantee or its contractor(s) shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) Treasury's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. Treasury's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance (or failure of performance) of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with Treasury for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal prosecution, civil suit, and/or termination of the grant.
- (G) The Grantee must comply with all Conditions contained in its application for the grant, a copy of which is attached as Appendix B.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that Treasury funded all or a portion of its development.

Treasury retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that Treasury can use in accordance with this paragraph.

Unless otherwise specified in this Agreement, the Grantee may not patent products or processes developed under this Agreement.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of Treasury. Treasury does not assume responsibility regarding the contractual relationships between the Grantee and any contractor.

VIII. CONTRACTS

Treasury reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, Treasury will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All contractors used by the Grantee in completing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott-Larsen Civil Rights Act, 1976 Public Act 453, as amended (MCL 37.2101 et seq), the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended (MCL 37.1101 et seq), and all other federal, state, and local fair employment practices and equal opportunity laws. The Grantee agrees to include in every contract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. LIABILITY

- (A) The Grantee, not Treasury, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities carried out or to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any contractor, or anyone employed by the Grantee.
- (B) All liability as a result of claims, demands, costs, or judgments arising out of activities carried out or to be carried out by Treasury in the performance of this Agreement is the responsibility of Treasury and not the responsibility of the Grantee, if the liability is caused by any Treasury employee or agent.
- (C) In the event that liability arises as a result of activities conducted jointly by the Grantee and Treasury in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and Treasury in relation to each party's responsibilities under these joint activities.
- (D) Nothing in this Agreement may be construed as a waiver of any governmental immunity by the Grantee, Treasury, their agents, or their employees as provided by statute or court decisions.

XI. ANTI-LOBBYING

The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute (MCL 4.415(2)). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action. The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State of Michigan.

XII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction; violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XIII. AUDIT AND ACCESS TO RECORDS

Treasury reserves the right to conduct a programmatic and financial audit of the project, and Treasury may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to the Grant Agreement, including grant funds, in accordance with generally accepted accounting principles and other procedures specified by Treasury. Treasury or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the Final Closeout letter has been issued to the Grantee by Treasury.

XIV. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance, satisfactory to Treasury, that will protect Treasury from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XV. OTHER SOURCES OF FUNDING

The Grantee guarantees that any payments for which claims for reimbursement are made to Treasury under this Agreement will not be financed by any source other than Treasury under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from the Grantee's reimbursement request(s), or to immediately refund to Treasury, the total amount representing such duplication of funding.

XVI. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. Treasury will reimburse the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenditures incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

- (B) Expenditures incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.
- (C) Treasury will approve reimbursement requests after approval of reports and related documentation as required under this Agreement.
- (D) Treasury reserves the right to request additional information necessary to substantiate reimbursement requests.
- (E) Reimbursements under this Agreement may be processed by Electronic Funds Transfer (EFT) at Treasury's discretion. In order to be eligible to receive reimbursements by EFT, the Grantee must register at the SIGMA Vendor Self Service website (www.michigan.gov/SigmaVSS).

XVII. CLOSEOUT

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by Treasury after the Grantee has satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of the Final Closeout letter from Treasury, the Grantee releases Treasury from all claims against Treasury arising under this Agreement. Unless otherwise provided in this Agreement or by State law, the Final Closeout letter shall not constitute a waiver of Treasury's claims against the Grantee.
- (C) The Grantee shall immediately refund to Treasury any reimbursements in excess of the costs allowed by this Agreement.

XVIII. CANCELLATION

This Agreement may be cancelled by Treasury, upon thirty (30) days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by Treasury and the Grantee.

XIX. TERMINATION

- (A) This Agreement may be terminated by Treasury as follows.
 - (1) Upon thirty (30) days written notice to the Grantee:
 - a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or other applicable laws or rules.
 - b. If the Grantee knowingly and willingly presents false information to Treasury for the purpose of obtaining this Agreement or any reimbursement under this Agreement.
 - c. If Treasury finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of

Treasury in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

- d. During the thirty (30) day written notice period, Treasury will withhold reimbursement for any terminations under subparagraphs a through c, above.
 - e. If the Grantee or any contractor of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Licensing and Regulatory Affairs or its successor.
- (2) Immediately, upon written notice, and without further liability to Treasury, if the Grantee, or any agent of the Grantee, or any agent of any contractor is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - c. Convicted under State or federal antitrust statutes;
 - d. Convicted of any other criminal offense which, in the sole discretion of Treasury, reflects on the Grantee's business integrity; or
 - e. Added to the federal or state Suspension and Debarment list.
- (B) If a grant is terminated, Treasury reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XX. DISCLOSURE OF INFORMATION

All reports or other printed or electronic material are public information under the Freedom of Information Act, 1976 Public Act 442, as amended (MCL 15.231 to 15.246).

Financially Distressed Cities, Villages, and Townships Grant Agreement
City of Pontiac
Grant # 210075-19
March 21, 2019

XXI. CERTIFICATION

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, that the parties will fulfill the terms of this Agreement, including the attached appendices, as set forth herein, and that no part of the agreement has been altered or changed.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR TREASURY:

Signature

Date

Name/Title

Financially Distressed Cities, Villages, and Townships Grant Agreement
City of Pontiac
Grant # 210075-19
March 21, 2019

**APPENDIX A –
APPROVED BUDGET AMOUNTS**

Downtown Pontiac Phoenix Center Tunnel LED Lighting Upgrades

Below is the approved budget for your grant project. Please note, we have assigned budget categories to each of your original budget line items. Use these categories when submitting your reimbursement requests*.

Budget Category	Budget Description	Application Budget Amount	Award Budget Amount	Comments
Infrastructure - Repair	Phoenix Center Tunnel LED Lighting	\$163,020.00	\$163,020.00	
	Budget Total	\$163,020.00	\$163,020.00	

*Reimbursement requests must include copies of invoices and cancelled checks (or equivalent) supporting the costs.

Work Plan/Timeline: Prior to the release of funds, the grantee will provide to Treasury an updated work plan/timeline, related to the line items for which grant funding was received. The work plan/timeline should include estimated completion dates and a description of the deliverable for each step.

APPENDIX B – APPLICATION CONDITIONS

Financially Distressed Cities, Villages, and Townships Application (FY 2019)

Issued under authority of 2018 Public Act 207

CONDITIONS

Implementation of Proposal:

The grantee agrees to submit the Grant Agreement and Board Resolution, indicating approval of the proposal and Financially Distressed Cities, Villages, and Townships grant funding, within sixty (60) days following the Michigan Department of Treasury's Notification of Intent to Award letter or be subject to automatic cancellation of the grant. No grant funding will be released until the required Grant Agreement, Board Resolution, and a final work plan pertaining to the funds awarded have been received.

Proposal Clarification:

The Michigan Department of Treasury reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of, any and all applications received.

Prior to executing any changes to the scope of the proposal, the selected grantee must inform (in writing) the Michigan Department of Treasury of the proposed changes. The department will notify the grantee within thirty (30) days, whether or not the proposed changes fall under the original grant award.

Eligible Expenditures:

Grant award funds must be used to make payments to reduce unfunded accrued liability; to repair or replace critical infrastructure or equipment owned or maintained by the city, village, or township; to reduce debt obligations; for costs associated with a transition to shared services with another jurisdiction; or to administer other projects that move the city, village, or township toward financial stability. The focus will be on the repair or replacement of obsolete critical infrastructure or equipment, and service consolidation(s).

Expenditures:

1. The grantee understands and agrees that all expenditures from the grant will:
 - Be used to ensure efficient administration of the proposal.
 - Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
 - Be adequately supported by source documentation, including invoices, cancelled checks and electronic payment confirmations.
 - Only be for items approved in the Grant Agreement.
2. The grantee agrees to use the approved purchasing practices and bid procedures required by the "Grantee" for expenditures involving proposal activity.
3. The grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
4. The grantee agrees to maintain all documentation for costs incurred for a seven-year period following the Michigan Department of Treasury Final Closeout letter.

Release of Funds:

Payments to the "Grantee" may be made on a monthly reimbursement basis, providing the grantee is in compliance with all terms and conditions of the grant, and dependent upon state appropriations.

For a payment reimbursement, a completed *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199) must be submitted to the Michigan Department of Treasury. Source documentation supporting the requested reimbursement amount must be attached to the reimbursement request form. At a minimum, the source documentation should include copies of the original invoices, cancelled checks, and any other report that would support the request.

Financially Distressed Cities, Villages, and Townships Application (FY 2019)

Issued under authority of 2018 Public Act 207

CONDITIONS CONTINUED

The "Grantee's" Chief Financial Officer or Chief Administrative Officer must sign and date the *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199).

Funds may not be released to the "Grantee" if the grantee:

1. Has not filed their annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or
2. Has not filed their financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Are delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Has a payment due and owing to the state.

Forfeiture and Repayment of Grant Funds:

If any conditions and provisions in the Grant Agreement are not met by the grantee, the grantee agrees to forfeit any future grant funds for this proposal and agrees that any grant funds previously reimbursed to the grantee may be required to be repaid to the State. At the discretion of the State Treasurer, repayments may be fulfilled by the Michigan Department of Treasury through the diversion of revenue sharing payments issued to the grantee under the Glenn Steil State Revenue Sharing Act of 1971 (1971 PA 140) or the Michigan Department of Treasury's FY 2019 appropriation act (2018 PA 207), until all grant funds previously reimbursed for this project have been repaid to the State.

Reporting Requirements:

1. *Semiannual Narrative and Financial Status Reports* – The awarded grantee shall submit to the Michigan Department of Treasury semiannually, signed and dated, narrative and financial status reports. The reports are due April 30 and October 30.
 - a. *Narrative Report (NR)* (Form 5196) – should present the following information:
 - i. Name of Grantee and Grant Number
 - ii. Reporting Period (i.e. October 2018-March 2019, April 2019-September 2019, etc. ...)
 - iii. The percentage (%) completed of the proposal's work plan
 - iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
 - v. A brief outline of the work accomplished during the reporting period (or grant period, if this is the final report) relative to the proposal's work plan and timeline
 - vi. A brief outline of the work to be completed during the subsequent reporting period
 - vii. A brief description of any problems or delays, real or anticipated, experienced
 - b. *Financial Status Report (FSR)* (Form 5198) – should present the following information:
 - i. Name of Grantee and Grant Number
 - ii. Reporting Period (i.e. October 2018-March 2019, April 2019-September 2019, etc. ...)
 - iii. The percentage (%) completed of the proposal's work plan
 - iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
 - v. The amount of funds expended through the reporting period (i.e. from the beginning of the grant proposal to the end of the reporting period)
 - vi. The projected future expenditures for the proposal
 - vii. Total projected expenditures for the proposal
 - viii. Original or amended (per grant award) budget per Appendix A of the Grant Agreement
 - ix. The difference between current projected proposal expenditures and original or amended budget

Financially Distressed Cities, Villages, and Townships Application (FY 2019)

Issued under authority of 2018 Public Act 207

CONDITIONS CONTINUED

2. *Final Narrative Report* (Form 5196) and *Final Financial Status Report* (Form 5198) – The awarded grantee shall submit to the Michigan Department of Treasury final, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the completion of the proposal.
 - a. The reports shall include the information as indicated under *Semiannual Narrative and Financial Status Reports* (above).
 - b. Indicate "Final Report" on the top of the Final Narrative and Financial Status Reports.
 - c. In addition to the items listed above, the final narrative report must include a description of the proposal's accomplishments and any unanticipated benefits/difficulties experienced while completing the proposal. Additionally, attach a copy of the proposal deliverables, if applicable (i.e. pictures of completed construction or equipment, etc. ...).
3. *Final Follow-up Report* (Form 5197) – One year after the date of the Final Closeout Letter from the Michigan Department of Treasury, the grantee agrees to provide a Final Follow-up Report to the Michigan Department of Treasury on the status of the proposal. The report will include:
 - a. A detailed description of service changes and improvements.
 - b. A detailed status update on the goals and measures used to determine the success of the proposal and outcomes presented in the application (i.e. have they been met, what has changed, etc. ...).
 - c. A detailed description of set-backs or difficulties experienced in implementing the proposal.
 - d. An analysis of cost savings realized related to the implementation of the proposal.
 - e. A detailed description of how the funding was utilized and assisted the grantee toward financial stability.

Audit and Review:

The grantee agrees to allow the Michigan Department of Treasury and the State Auditor General's Office (and/or any of their duly authorized representatives) access, for the purposes of inspection, audit, and examination, to any books, documents, papers, and records of the grantee which are related to this proposal.

The Michigan Department of Treasury may conduct periodic program reviews of the proposal. The purpose of these reviews will be to determine adherence to stated proposal goals and to review progress of the proposal in meeting its objectives.

The grantee agrees to submit semiannual and final progress reports, along with a final follow-up report to the Michigan Department of Treasury. The grantee understands that failure to submit any required reports may result in the termination of the grant.

Grant Termination:

The grantee understands that this grant may be terminated if the Michigan Department of Treasury concludes that the grantee is not in compliance with the conditions and provisions of this grant, or has falsified any information. The Michigan Department of Treasury will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

The grantee acknowledges that continuation of this grant is subject to appropriation or availability of funds for this grant. If appropriations to enable the Michigan Department of Treasury to effect continued payment under this grant are reduced, the Michigan Department of Treasury shall have the right to terminate this grant. The Michigan Department of Treasury shall give the grantee at least thirty (30) days advance written notice of termination for non-appropriation.

City of Example

County of Example

RESOLUTION ACCEPTING THE FDCVT GRANT

Minutes of the regular meeting of the City Council of the City of Example County of Example, State of Michigan, (the "Municipality") held on March 2, 2015.

PRESENT: Members: Allen, Jones, Nelson, and Smith

ABSENT: Members: None

Member Allen offered and moved the adoption of the following resolution, seconded by Member Nelson.

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount of up to \$245,000 toward reimbursement of expenditures required to implement the FDCVT Application Proposal Title (project title), and

WHEREAS, the State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCVT grant program, and

WHEREAS, City of Example (local unit name) acknowledges that it:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act,
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, as applicable,
3. Is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a FDCVT grant funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council (governing body) hereby authorize participation in the FDCVT Application Proposal Title (project title) and on behalf of the City of Example (local unit name) authorizes John Doe, City Manager, (designee) to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

YEAS: Members: Allen, Jones, Nelson, and Smith

NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

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

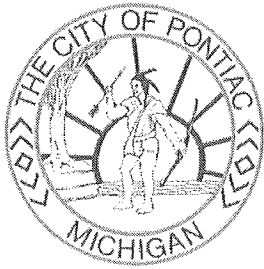
Jane Doe (name)

City of Example, Clerk

City of Example County of Example

#10

RESOLUTION



CITY OF PONTIAC

Office of Development, Grants & Compliance

47450 Woodward Avenue • Pontiac, MI 48342
(248) 758-3000 • (248) 758-2827 Fax • www.Pontiac.Mi.Us

Dr. Deirdre Waterman
Mayor

MEMORANDUM

TO: Honorable Mayor Deirdre Waterman & City Council
FROM: Alexandria T. Riley, Chief Development Officer
THROUGH: Jane Bias-DiSessa, Deputy Mayor
DATE: March 5, 2019
SUBJECT: Approval Request Authorizing the Mayor to Accept FDCTV Grant for \$200,000 for Downtown Pontiac ADA Accessibility and Sidewalk Infrastructure Improvements

Mayor Waterman & City Council:

Pontiac has been awarded a \$200,000 infrastructure grant under the state's distressed cities program subject to execution of the attached Grant Agreement and adoption of a City Council Resolution accepting the grant award.

The administration has aggressively pursued grants for the improvements of all aspects of our community. Approval of this request is another example of how the administration is working to make the way of life better for our residents. This grant is for Downtown Pontiac ADA Accessibility and Sidewalk Infrastructure Improvements.

RECOMMENDATION: Approval of request authorizing the Mayor to accept FDCTV Grant for \$200,000 for Downtown Pontiac ADA Accessibility and Sidewalk Infrastructure Improvements and adoption of the following resolution:

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount of \$200,000 toward reimbursement of expenditures required to implement Downtown Pontiac ADA Accessibility and Sidewalk Infrastructure Improvements, and

WHEREAS, the State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCTV grant program, and

WHEREAS, the City of Pontiac acknowledges that it:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act,
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, as applicable, and
3. Is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a FDCVT grant funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the Pontiac City Council hereby authorize participation in the Downtown Pontiac ADA Accessibility and Sidewalk Infrastructure Improvements and on behalf of the City of Pontiac, authorizes Mayor Deirdre Waterman to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

ATR

Attachments



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

March 21, 2019

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

Dear Dr. Waterman:

Re: **Grant No. 210074-19**
Notification of Intent to Award – FDCVT Grant FY 2019

The Michigan Department of Treasury (Treasury) – Revenue Sharing and Grants Division received your grant application for the Financially Distressed Cities, Villages, and Townships (FDCVT) grant program. We are pleased to inform you that the proposal your governmental unit submitted entitled ***Downtown Pontiac ADA Accessibility and Sidewalk Infrastructure Improvements*** has been selected for a grant award in the maximum amount of **\$200,000.00**.

Enclosed are two original copies of the Financially Distressed Cities, Villages, and Townships Grant Agreement and a sample Board Resolution.

An electronic fillable version of the sample Board Resolution is located on Treasury's website:
http://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826_69378---,00.html

Next Step

To receive the Final Award, Treasury must receive two original signed copies of the Grant Agreement and a Board Resolution (as indicated in the Conditions of the grant application packet) by Monday, May 20, 2019.

Submission of the signed Grant Agreement and a Board Resolution will signify acceptance of the grant award and will be considered agreement to all provisions specified in the grant application packet, the Notification of Intent to Award letter, and the Grant Agreement.

Please send the required documents by mail to:

Michigan Department of Treasury
Revenue Sharing and Grants Division
PO Box 30722
Lansing, MI 48909

Upon Treasury's review and acceptance/approval of the signed Grant Agreement and Board Resolution, Treasury will sign the Grant Agreement. Treasury will return one executed copy of

City of Pontiac
March 21, 2019
Page 2

the Grant Agreement along with the Final Award letter, after which time the grantee will be responsible for the submission of grant compliance reporting and reimbursement requests.

Awarded funds will not be released until a completed grant agreement has been finalized. Reminder, grant funds are distributed on a reimbursement basis.

Congratulations on the grant award. We appreciate your interest in the FDCVT and look forward to working with you on this project. If you have any questions, please let us know. We can be reached at (517) 335-7484.

Sincerely,

A handwritten signature in cursive script that reads "Evah Cole".

Evah Cole, Division Administrator
Revenue Sharing and Grants Division

Enclosures

c: Alexandria Riley, Contract Compliance/Grant Writer

**FINANCIALLY DISTRESSED CITIES, VILLAGES, AND TOWNSHIPS
GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF TREASURY
AND CITY OF PONTIAC**

This Grant Agreement ("Agreement") is made between the Michigan Department of Treasury, Revenue Sharing and Grants Division ("Treasury") and City of Pontiac ("Grantee").

The purpose of this Agreement is to provide funding to a financially distressed municipality with conditions that indicate probable financial distress. Legislative appropriation of funds for grant assistance is set forth in 2018 Public Act 207. This Agreement is subject to the terms and conditions specified herein.

Grant #: 210074-19
Project Name: Downtown Pontiac ADA Accessibility and Sidewalk Infrastructure Improvements
Amount of Grant: \$200,000.00
Start Date: October 1, 2018
End Date: September 30, 2023

GRANTEE CONTACT:

Alexandria Riley, Contract Compliance/Grant Writer

Name/Title

City of Pontiac

Municipality Name

47450 Woodward Avenue

Address

Pontiac, MI 48342

City, State, Zip Code

(248) 758-3050

Telephone Number

Fax Number

ariley@pontiac.mi.us

E-mail Address

CV0048137

Vendor/Customer Number

TREASURY CONTACT:

Evah Cole, Division Administrator

Name/Title

Revenue Sharing and Grants Division

Division

P.O. Box 30722

Address

Lansing, MI 48909

City, State, Zip Code

(517) 335-7484

Telephone Number

(517) 335-3298

Fax Number

TreasRevenueSharing@michigan.gov

E-mail Address

I. AGREEMENT SCOPE

This Agreement and its appendices constitute the entire Agreement between Treasury and the Grantee and may be modified only by written agreement between Treasury and the Grantee.

- (A) The scope of this agreement is limited to activities specified in Appendix A, and such activities as are authorized by Treasury under this Agreement. Any change in agreement scope requires written approval in accordance with Section III (Amendments) of this Agreement.
- (B) By entering into this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. CONTRACT PERIOD

The Agreement shall be effective from the Start Date until the End Date specified on page 1. Treasury shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.

III. AMENDMENTS

Any desired amendments to this Agreement shall be requested by the Grantee in writing, and shall not be effective unless approved in writing by Treasury. Treasury reserves the right to deny requests for amendments to the Agreement or to the appendices. No amendments can be implemented without written approval by Treasury.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified below and in Appendix A of this Agreement, if applicable.

- (A) The Grantee must complete and submit semiannually the *Financially Distressed Cities, Villages, and Townships Narrative Report* (Form 5196) and the *Financially Distressed Cities, Villages, and Townships Financial Status Report* (Form 5198). These forms shall be due according to the following schedule:

Reporting Period	Due Date
October 1 – March 31	April 30
April 1 – September 30	October 30

The forms shall be submitted to Treasury's contact at the e-mail address on page 1.

- (B) For a payment reimbursement, the Grantee must complete and submit a *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199). The reimbursement request

must include supporting documentation (copies of original invoices, cancelled checks, and any other report that would support the request) of eligible project expenditures.

The form shall be submitted to Treasury's contact at the address on page 1.

Treasury shall make reimbursements upon receipt of a reimbursement request form, not more than once a month, provided that the Grantee is in compliance with all terms and conditions of this Agreement, and dependent upon state appropriations.

Funds may not be released to the Grantee, if the Grantee:

1. Has not filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or
2. Has not filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Is delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Has a payment due and owing to the state.

(C) The Grantee must complete and submit a final *Financially Distressed Cities, Villages, and Townships Narrative Report* (Form 5196) and *Financially Distressed Cities, Villages, and Townships Financial Status Report* (Form 5198). The Grantee shall submit the final reports, including any outstanding deliverables, within 30 days from the End Date of the Grant, specified on page 1.

The forms shall be submitted to Treasury's contact at the e-mail address on page 1.

(D) One year after the date of the Final Closeout letter from Treasury, the Grantee must complete and submit a *Financially Distressed Cities, Villages, and Townships Final Follow-up Report* (Form 5197).

The form shall be submitted to Treasury's contact at the e-mail address on page 1.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of the activities funded by this grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State of Michigan or any other entity.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant or from any expenditure of grant funds.

- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its contractor(s) under this Agreement. The Grantee or its contractor(s) shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) Treasury's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. Treasury's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance (or failure of performance) of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with Treasury for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal prosecution, civil suit, and/or termination of the grant.
- (G) The Grantee must comply with all Conditions contained in its application for the grant, a copy of which is attached as Appendix B.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that Treasury funded all or a portion of its development.

Treasury retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that Treasury can use in accordance with this paragraph.

Unless otherwise specified in this Agreement, the Grantee may not patent products or processes developed under this Agreement.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of Treasury. Treasury does not assume responsibility regarding the contractual relationships between the Grantee and any contractor.

VIII. CONTRACTS

Treasury reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, Treasury will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All contractors used by the Grantee in completing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott-Larsen Civil Rights Act, 1976 Public Act 453, as amended (MCL 37.2101 et seq), the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended (MCL 37.1101 et seq), and all other federal, state, and local fair employment practices and equal opportunity laws. The Grantee agrees to include in every contract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. LIABILITY

- (A) The Grantee, not Treasury, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities carried out or to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any contractor, or anyone employed by the Grantee.
- (B) All liability as a result of claims, demands, costs, or judgments arising out of activities carried out or to be carried out by Treasury in the performance of this Agreement is the responsibility of Treasury and not the responsibility of the Grantee, if the liability is caused by any Treasury employee or agent.
- (C) In the event that liability arises as a result of activities conducted jointly by the Grantee and Treasury in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and Treasury in relation to each party's responsibilities under these joint activities.
- (D) Nothing in this Agreement may be construed as a waiver of any governmental immunity by the Grantee, Treasury, their agents, or their employees as provided by statute or court decisions.

XI. ANTI-LOBBYING

The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute (MCL 4.415(2)). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action. The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State of Michigan.

XII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction; violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XIII. AUDIT AND ACCESS TO RECORDS

Treasury reserves the right to conduct a programmatic and financial audit of the project, and Treasury may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to the Grant Agreement, including grant funds, in accordance with generally accepted accounting principles and other procedures specified by Treasury. Treasury or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the Final Closeout letter has been issued to the Grantee by Treasury.

XIV. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance, satisfactory to Treasury, that will protect Treasury from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XV. OTHER SOURCES OF FUNDING

The Grantee guarantees that any payments for which claims for reimbursement are made to Treasury under this Agreement will not be financed by any source other than Treasury under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from the Grantee's reimbursement request(s), or to immediately refund to Treasury, the total amount representing such duplication of funding.

XVI. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. Treasury will reimburse the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenditures incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

- (B) Expenditures incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.
- (C) Treasury will approve reimbursement requests after approval of reports and related documentation as required under this Agreement.
- (D) Treasury reserves the right to request additional information necessary to substantiate reimbursement requests.
- (E) Reimbursements under this Agreement may be processed by Electronic Funds Transfer (EFT) at Treasury's discretion. In order to be eligible to receive reimbursements by EFT, the Grantee must register at the SIGMA Vendor Self Service website (www.michigan.gov/SigmaVSS).

XVII. CLOSEOUT

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by Treasury after the Grantee has satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of the Final Closeout letter from Treasury, the Grantee releases Treasury from all claims against Treasury arising under this Agreement. Unless otherwise provided in this Agreement or by State law, the Final Closeout letter shall not constitute a waiver of Treasury's claims against the Grantee.
- (C) The Grantee shall immediately refund to Treasury any reimbursements in excess of the costs allowed by this Agreement.

XVIII. CANCELLATION

This Agreement may be cancelled by Treasury, upon thirty (30) days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by Treasury and the Grantee.

XIX. TERMINATION

- (A) This Agreement may be terminated by Treasury as follows.

(1) Upon thirty (30) days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or other applicable laws or rules.
- b. If the Grantee knowingly and willingly presents false information to Treasury for the purpose of obtaining this Agreement or any reimbursement under this Agreement.
- c. If Treasury finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of

- Treasury in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. During the thirty (30) day written notice period, Treasury will withhold reimbursement for any terminations under subparagraphs a through c, above.
 - e. If the Grantee or any contractor of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Licensing and Regulatory Affairs or its successor.
- (2) Immediately, upon written notice, and without further liability to Treasury, if the Grantee, or any agent of the Grantee, or any agent of any contractor is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - c. Convicted under State or federal antitrust statutes;
 - d. Convicted of any other criminal offense which, in the sole discretion of Treasury, reflects on the Grantee's business integrity; or
 - e. Added to the federal or state Suspension and Debarment list.
- (B) If a grant is terminated, Treasury reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XX. DISCLOSURE OF INFORMATION

All reports or other printed or electronic material are public information under the Freedom of Information Act, 1976 Public Act 442, as amended (MCL 15.231 to 15.246).

Financially Distressed Cities, Villages, and Townships Grant Agreement
City of Pontiac
Grant # 210074-19
March 21, 2019

XXI. CERTIFICATION

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, that the parties will fulfill the terms of this Agreement, including the attached appendices, as set forth herein, and that no part of the agreement has been altered or changed.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR TREASURY:

Signature

Date

Name/Title

Financially Distressed Cities, Villages, and Townships Grant Agreement
City of Pontiac
Grant # 210074-19
March 21, 2019

**APPENDIX A –
APPROVED BUDGET AMOUNTS**

Downtown Pontiac ADA Accessibility and Sidewalk Infrastructure Improvements

Below is the approved budget for your grant project. Please note, we have assigned budget categories to each of your original budget line items. Use these categories when submitting your reimbursement requests*.

Budget Category	Budget Description	Application Budget Amount	Award Budget Amount	Comments
Infrastructure - Repair	Downtown Pontiac ADA Accessibility	\$670,027.00	\$200,000.00	
	Budget Total	\$670,027.00	\$200,000.00	

*Reimbursement requests must include copies of invoices and cancelled checks (or equivalent) supporting the costs.

Work Plan/Timeline: Prior to the release of funds, the grantee will provide to Treasury an updated work plan/timeline, related to the line items for which grant funding was received. The work plan/timeline should include estimated completion dates and a description of the deliverable for each step.

Contingency Fees: Grant funding shall not be used for contingency fees.

APPENDIX B – APPLICATION CONDITIONS

Financially Distressed Cities, Villages, and Townships Application (FY 2019)

Issued under authority of 2018 Public Act 207

CONDITIONS

Implementation of Proposal:

The grantee agrees to submit the Grant Agreement and Board Resolution, indicating approval of the proposal and Financially Distressed Cities, Villages, and Townships grant funding, within sixty (60) days following the Michigan Department of Treasury's Notification of Intent to Award letter or be subject to automatic cancellation of the grant. No grant funding will be released until the required Grant Agreement, Board Resolution, and a final work plan pertaining to the funds awarded have been received.

Proposal Clarification:

The Michigan Department of Treasury reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of, any and all applications received.

Prior to executing any changes to the scope of the proposal, the selected grantee must inform (in writing) the Michigan Department of Treasury of the proposed changes. The department will notify the grantee within thirty (30) days, whether or not the proposed changes fall under the original grant award.

Eligible Expenditures:

Grant award funds must be used to make payments to reduce unfunded accrued liability; to repair or replace critical infrastructure or equipment owned or maintained by the city, village, or township; to reduce debt obligations; for costs associated with a transition to shared services with another jurisdiction; or to administer other projects that move the city, village, or township toward financial stability. The focus will be on the repair or replacement of obsolete critical infrastructure or equipment, and service consolidation(s).

Expenditures:

1. The grantee understands and agrees that all expenditures from the grant will:
 - Be used to ensure efficient administration of the proposal.
 - Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
 - Be adequately supported by source documentation, including invoices, cancelled checks and electronic payment confirmations.
 - Only be for items approved in the Grant Agreement.
2. The grantee agrees to use the approved purchasing practices and bid procedures required by the "Grantee" for expenditures involving proposal activity.
3. The grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
4. The grantee agrees to maintain all documentation for costs incurred for a seven-year period following the Michigan Department of Treasury Final Closeout letter.

Release of Funds:

Payments to the "Grantee" may be made on a monthly reimbursement basis, providing the grantee is in compliance with all terms and conditions of the grant, and dependent upon state appropriations.

For a payment reimbursement, a completed *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199) must be submitted to the Michigan Department of Treasury. Source documentation supporting the requested reimbursement amount must be attached to the reimbursement request form. At a minimum, the source documentation should include copies of the original invoices, cancelled checks, and any other report that would support the request.

Financially Distressed Cities, Villages, and Townships Application (FY 2019)

Issued under authority of 2018 Public Act 207

CONDITIONS CONTINUED

The "Grantee's" Chief Financial Officer or Chief Administrative Officer must sign and date the *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199).

Funds may not be released to the "Grantee" if the grantee:

1. Has not filed their annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or
2. Has not filed their financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Are delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Has a payment due and owing to the state.

Forfeiture and Repayment of Grant Funds:

If any conditions and provisions in the Grant Agreement are not met by the grantee, the grantee agrees to forfeit any future grant funds for this proposal and agrees that any grant funds previously reimbursed to the grantee may be required to be repaid to the State. At the discretion of the State Treasurer, repayments may be fulfilled by the Michigan Department of Treasury through the diversion of revenue sharing payments issued to the grantee under the Glenn Steil State Revenue Sharing Act of 1971 (1971 PA 140) or the Michigan Department of Treasury's FY 2019 appropriation act (2018 PA 207), until all grant funds previously reimbursed for this project have been repaid to the State.

Reporting Requirements:

1. *Semiannual Narrative and Financial Status Reports* – The awarded grantee shall submit to the Michigan Department of Treasury semiannually, signed and dated, narrative and financial status reports. The reports are due April 30 and October 30.
 - a. *Narrative Report (NR)* (Form 5196) – should present the following information:
 - i. Name of Grantee and Grant Number
 - ii. Reporting Period (i.e. October 2018-March 2019, April 2019-September 2019, etc. ...)
 - iii. The percentage (%) completed of the proposal's work plan
 - iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
 - v. A brief outline of the work accomplished during the reporting period (or grant period, if this is the final report) relative to the proposal's work plan and timeline
 - vi. A brief outline of the work to be completed during the subsequent reporting period
 - vii. A brief description of any problems or delays, real or anticipated, experienced
 - b. *Financial Status Report (FSR)* (Form 5198) – should present the following information:
 - i. Name of Grantee and Grant Number
 - ii. Reporting Period (i.e. October 2018-March 2019, April 2019-September 2019, etc. ...)
 - iii. The percentage (%) completed of the proposal's work plan
 - iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
 - v. The amount of funds expended through the reporting period (i.e. from the beginning of the grant proposal to the end of the reporting period)
 - vi. The projected future expenditures for the proposal
 - vii. Total projected expenditures for the proposal
 - viii. Original or amended (per grant award) budget per Appendix A of the Grant Agreement
 - ix. The difference between current projected proposal expenditures and original or amended budget

Financially Distressed Cities, Villages, and Townships Application (FY 2019)

Issued under authority of 2018 Public Act 207

CONDITIONS CONTINUED

2. *Final Narrative Report* (Form 5196) and *Final Financial Status Report* (Form 5198) – The awarded grantee shall submit to the Michigan Department of Treasury final, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the completion of the proposal.
 - a. The reports shall include the information as indicated under *Semiannual Narrative and Financial Status Reports* (above).
 - b. Indicate "Final Report" on the top of the Final Narrative and Financial Status Reports.
 - c. In addition to the items listed above, the final narrative report must include a description of the proposal's accomplishments and any unanticipated benefits/difficulties experienced while completing the proposal. Additionally, attach a copy of the proposal deliverables, if applicable (i.e. pictures of completed construction or equipment, etc. ...).
3. *Final Follow-up Report* (Form 5197) – One year after the date of the Final Closeout Letter from the Michigan Department of Treasury, the grantee agrees to provide a Final Follow-up Report to the Michigan Department of Treasury on the status of the proposal. The report will include:
 - a. A detailed description of service changes and improvements.
 - b. A detailed status update on the goals and measures used to determine the success of the proposal and outcomes presented in the application (i.e. have they been met, what has changed, etc. ...).
 - c. A detailed description of set-backs or difficulties experienced in implementing the proposal.
 - d. An analysis of cost savings realized related to the implementation of the proposal.
 - e. A detailed description of how the funding was utilized and assisted the grantee toward financial stability.

Audit and Review:

The grantee agrees to allow the Michigan Department of Treasury and the State Auditor General's Office (and/or any of their duly authorized representatives) access, for the purposes of inspection, audit, and examination, to any books, documents, papers, and records of the grantee which are related to this proposal.

The Michigan Department of Treasury may conduct periodic program reviews of the proposal. The purpose of these reviews will be to determine adherence to stated proposal goals and to review progress of the proposal in meeting its objectives.

The grantee agrees to submit semiannual and final progress reports, along with a final follow-up report to the Michigan Department of Treasury. The grantee understands that failure to submit any required reports may result in the termination of the grant.

Grant Termination:

The grantee understands that this grant may be terminated if the Michigan Department of Treasury concludes that the grantee is not in compliance with the conditions and provisions of this grant, or has falsified any information. The Michigan Department of Treasury will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

The grantee acknowledges that continuation of this grant is subject to appropriation or availability of funds for this grant. If appropriations to enable the Michigan Department of Treasury to effect continued payment under this grant are reduced, the Michigan Department of Treasury shall have the right to terminate this grant. The Michigan Department of Treasury shall give the grantee at least thirty (30) days advance written notice of termination for non-appropriation.

City of Example

County of Example

RESOLUTION ACCEPTING THE FDCVT GRANT

Minutes of the regular meeting of the City Council of the City of Example County of Example, State of Michigan, (the "Municipality") held on March 2, 2015.

PRESENT: Members: Allen, Jones, Nelson, and Smith

ABSENT: Members: None

Member Allen offered and moved the adoption of the following resolution, seconded by Member Nelson.

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount of up to \$245,000 toward reimbursement of expenditures required to implement the FDCVT Application Proposal Title (project title), and

WHEREAS, the State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCVT grant program, and

WHEREAS, City of Example (local unit name) acknowledges that it:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act,
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, as applicable,
3. Is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a FDCVT grant funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council (governing body) hereby authorize participation in the FDCVT Application Proposal Title (project title) and on behalf of the City of Example (local unit name) authorizes John Doe, City Manager, (designee) to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

YEAS: Members: Allen, Jones, Nelson, and Smith

NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

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

Jane Doe (name)

City of Example, Clerk

City of Example County of Example

#16

COMMUNICATION

03/29/2019 04:47 PM

User: JPETERS

DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 03/23/2019 - 03/29/2019

Page: 1/5

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
------------	-------	--------	-------------	----------------	--------	--------

Bank BOND FIFTH THIRD BOND ACCOUNT

Check Type: Paper Check

03/28/2019	11976	10002889	50th District Court	FFT 3/26/19	1,206.10	Open
03/28/2019	11977	10002889	50th District Court	APPLY 3/28/19	690.00	Open
03/28/2019	11978	BOND	BRENDA BOOTHE	1873830SM	450.00	Open
03/28/2019	11979	BOND	JORDAN LEE	17144566,67ON	400.00	Open
03/28/2019	11980	00002208	OAKLAND COUNTY CLERK	CIRCUIT 3/28/19	1,200.00	Open
03/28/2019	11981	BOND	REBECCA BUCALA	170S29481A,B	360.00	Open
03/28/2019	11982	BOND	ROSE THREETS	1771672SM	350.30	Open
Total For 03/28/2019:					4,656.40	
Total Paper Check:					4,656.40	

BOND TOTALS:

Total of 7 Checks:	4,656.40
Less 0 Void Checks:	0.00
Total of 7 Disbursements:	4,656.40

Bank CONS CONSOLIDATED

Check Type: EFT Transfer

03/25/2019	574(E)	10004301	PNC Bank	WFTM19206AG	103.99	Open
				00112136	92.17	Open
				027012	53.66	Open
				027013	53.66	Open
				1-26-19 Bag fee	30.00	Open
				XP9CM9JQY	949.18	Open
				241442	488.62	Open
				#601134	248.27	Open
				30608447	297.49	Open
				584012812480103	1,452.96	Open
				2-19-19	89.00	Open
Total For 03/25/2019:					3,859.00	
03/28/2019	573(E)	10003750	WMHIP-W Michigan Health 8890	April 2019	32,131.16	Open
Total For 03/28/2019:					32,131.16	
Total EFT Transfer:					35,990.16	

Check Type: Paper Check

03/27/2019	524115	10004302	Michigan AssociationofCode Enforce-March 28&29,2019		870.00	Open
Total For 03/27/2019:					870.00	

03/29/2019 04:47 PM
User: JPETERS
DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 03/23/2019 - 03/29/2019

Page: 2/5

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
03/29/2019	524116	10001957	Ajax Material Corporation	233887	1,596.24	Open
				233888	1,824.12	Open
				233893	413.64	Open
				233894	834.84	Open
				233897	927.72	Open
					<u>5,596.56</u>	
03/29/2019	524117	10004050	Alfred Benesch & Company	131585	62,640.28	Open
03/29/2019	524118	10003733	Alliance Payment Solutions, Inc	317266	511.87	Open
				317318	466.44	Open
					<u>978.31</u>	
03/29/2019	524119	00000050	AT & T	8310007501-0319-	1,293.95	Open
				8310007527298-0319	221.00	Open
				8310007527-0319	(221.00)	Open
					<u>1,293.95</u>	
03/29/2019	524120	00000050	AT & T	248451269503-19	707.29	Open
03/29/2019	524121	00000050	AT & T	287269014755x031719	861.55	Open
03/29/2019	524122	10003274	AT & T Long Distance	821555420-030419	21.07	Open
03/29/2019	524123	10002333	Auto Value - APC Store	613899-313	26.10	Open
03/29/2019	524124	10003936	Belle Tire Distributors, Inc.	32909852	126.73	Open
03/29/2019	524125	00000119	Bostick Truck Center, LLC	120534	330.00	Open
03/29/2019	524126	10004200	Casar Management LC	19-100020	195.00	Open
03/29/2019	524127	00001244	Comcast Cablevision	825-903542484-0319	324.20	Open
03/29/2019	524128	00001244	Comcast Cablevision	52-0812853-0418	191.23	Open
03/29/2019	524129	00000206	Consumers Energy	56051488-0319	2,906.09	Open
				95261074-0319	13.89	Open
				96189951-0318	2,355.58	Open
				96288609-0319	894.51	Open
				96422630-0318	775.75	Open
				96511412-0319	1,691.11	Open
				96873280-0319	23.30	Open
				32886350-0319	112.69	Open
					<u>8,772.92</u>	
03/29/2019	524130	10003084	Curbco, Inc.	50434	35,431.50	Open
				50816	16,252.90	Open
					<u>51,684.40</u>	
03/29/2019	524131	00001310	D/A Central, Inc.	60622	500.00	Open
				60623	1,677.69	Open
				60624	1,343.25	Open
				60625	654.47	Open
				60626	1,425.42	Open
				60627	1,343.35	Open
				60628	4,726.83	Open
				60629	1,314.59	Open
					<u>12,985.60</u>	
03/29/2019	524132	00001353	Detroit Elevator Co.	177919	177.00	Open

03/29/2019 04:47 PM
 User: JPETERS
 DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
 CHECK DATE FROM 03/23/2019 - 03/29/2019

Page: 3/5

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				177272	170.00	Open
				178559	177.00	Open
					<u>524.00</u>	
03/29/2019	524133	10004015	Detroit Regional Chamber	.330961	3,643.50	Open
03/29/2019	524134	EMP. REIMB	Dwayne Lyons	Lyons,D. 3-22-19	82.36	Open
03/29/2019	524135	10004308	Forester Vine Rochester Auto Wash	153	90.00	Open
03/29/2019	524136	00013036	Giarmarco, Mullins & Horton, P.C.	93194-000B-91	23,921.20	Open
				93194-016B-90	13,453.44	Open
				93194-032B-79	1,100.00	Open
				93194-035B-45	1,879.90	Open
				93194-057B-53	2,150.00	Open
				93194-067B-3	900.00	Open
					<u>43,404.54</u>	
03/29/2019	524137	EMP. REIMB	Gloria Miller	2019March 19&20	135.76	Open
03/29/2019	524138	10000009	Great Lakes Auto Superstore LLC	April 2019	5,833.33	Open
				Utilities 3-28-19	2,366.20	Open
					<u>8,199.53</u>	
03/29/2019	524139	10003901	Greater Pontiac Community Coalitior	2019 Membership	500.00	Open
03/29/2019	524140	00001591	Guardian Alarm Company of Michigan	20099518	134.24	Open
03/29/2019	524141	00001649	Home Depot/Comm. Credit	0023003	35.97	Open
				2034459	82.73	Open
				0023937	154.85	Open
				6024190	99.44	Open
				6024206	116.73	Open
				6024209	294.00	Open
					<u>783.72</u>	
03/29/2019	524142	00001652	Honigman Miller Schwartz & Cohn LLP	1485977	2,573.40	Open
				1457425	6,038.08	Open
					<u>8,611.48</u>	
03/29/2019	524143	10004310	Mass Mailing, LLC	4288	886.22	Open
03/29/2019	524144	00002018	Michigan Assoc Of Mayors	Waterman,D. 2019-03	85.00	Open
03/29/2019	524145	00002044	Michigan Municipal League	19067	325.00	Open
				19060	355.00	Open
					<u>680.00</u>	
03/29/2019	524146	00002044	Michigan Municipal League-MBC-LEO	2019 Membership Dues	35.00	Open
03/29/2019	524147	00002068	Miller Canfield Paddock & Stone,PLC	1430365	6,327.00	Open
				1429613	13,802.25	Open
					<u>20,129.25</u>	
03/29/2019	524148	10004316	National Time & Signal Corporation	134373 - Youth Rec	420.00	Open
03/29/2019	524149	10001088	Nelco Supply Co.	10082401	168.20	Open
				10083306	217.20	Open
				10082402	23.80	Open
					<u>409.20</u>	

03/29/2019 04:47 PM
User: JPETERS
DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 03/23/2019 - 03/29/2019

Page: 4/5

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
03/29/2019	524150	00000596	NTH Consultants, Ltd	617826	6,573.72	Open
03/29/2019	524151	00002217	Oakland County Legal News	1680410	93.80	Open
				1680411	93.80	Open
				1680412	72.75	Open
					<u>260.35</u>	
03/29/2019	524152	00000603	Oakland County Treasurer	10420,12125,&12130	1,462.72	Open
03/29/2019	524153	00000603	Oakland County Treasurer	2019-0326Taxes paid	64.83	Open
03/29/2019	524154	00000603	Oakland County Treasurer	2018-09to02-19Traile	5,982.50	Open
03/29/2019	524155	00010232	Oscar W. Larson Company	SRVCE000000678507	250.00	Open
03/29/2019	524156	00012982	PCM Sales Inc	5670385-00-March 19	25,750.00	Open
				900194745	2,208.00	Open
				900196481	1,077.00	Open
				900204378	585.00	Open
				900209403	129.00	Open
				900216870	418.00	Open
				900218391	2,064.00	Open
				900218392	156.00	Open
				900219878	5,484.00	Open
				900222681	52.00	Open
				900220993	252.00	Open
					<u>38,175.00</u>	
03/29/2019	524157	10004007	QRS Court Reporting, LLC	90444	735.00	Open
03/29/2019	524158	00002579	Slade's Printing Company	12-28-2018	390.00	Open
03/29/2019	524159	00012256	Staples Business Advantage	8053147006-0685	32.06	Open
				8053147006-0696	4.95	Open
					<u>37.01</u>	
03/29/2019	524160	00002773	United States Conference Of Mayors 47543		5,269.00	Open
03/29/2019	524161	10003813	Water Resource Commissioner	69413-00-0319	258.29	Open
				80806-02-0319	1,141.83	Open
				81007-00-0319	1,283.43	Open
					<u>2,683.55</u>	
				Total For 03/29/2019:	297,372.67	
				Total Paper Check:	298,242.67	

CONS TOTALS:

Total of 49 Checks:
Less 0 Void Checks:

Total of 49 Disbursements:

334,232.83
0.00
334,232.83

Bank COURT FIFTH THIRD-COURT OPERATING

Check Type: Paper Check

03/28/2019	7589	10004305	Ameena Razia Sheikh	190128SM	190.00	Open
------------	------	----------	---------------------	----------	--------	------

03/29/2019 04:47 PM
User: JPETERS
DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 03/23/2019 - 03/29/2019

Page: 5/5

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				1873184SM	100.00	Open
				190061SM	150.00	Open
				1873275SM	100.00	Open
				1771115SD	300.00	Open
					<u>840.00</u>	
03/28/2019	7590	BOND	ANNETTE ADAMS	2-22-19	20.00	Open
03/28/2019	7591	BOND	ARIEL GARDNER	2-22-19	106.90	Open
03/28/2019	7592	00000050	AT & T	248857950103	30.99	Open
03/28/2019	7593	10003781	Bruce E. Crossman	1467596SD	200.00	Open
				1873740SM	200.00	Open
				1873899SM	300.00	Open
				190228SM	50.00	Open
				1873553SM	50.00	Open
				18149430OM	100.00	Open
				1903730M	50.00	Open
				190192SM	50.00	Open
				1903750M	50.00	Open
				190157SM	50.00	Open
				190132SM	150.00	Open
				190275SM	50.00	Open
					<u>1,300.00</u>	
03/28/2019	7594	BOND	CARMEN RATLIFF	2-22-19	99.04	Open
03/28/2019	7595	10004223	Court Innovations Incorporated	947	325.00	Open
03/28/2019	7596	10000511	DATA LEGAL	22575	442.91	Open
03/28/2019	7597	10003832	Kameshia D. Gant	1872648SM	280.00	Open
03/28/2019	7598	00010223	Lisa C Watkins Law Office	1873230SM	75.00	Open
				18147661OM	75.00	Open
					<u>150.00</u>	
03/28/2019	7599	BOND	SAMANTHA POWELL	2-22-19	99.05	Open
				Total For 03/28/2019:	<u>3,693.89</u>	
				Total Paper Check:	<u>3,693.89</u>	
COURT TOTALS:						
Total of 11 Checks:					3,693.89	
Less 0 Void Checks:					0.00	
Total of 11 Disbursements:					<u>3,693.89</u>	
REPORT TOTALS:						
Total of 67 Checks:					342,583.12	
Less 0 Void Checks:					0.00	
Total of 67 Disbursements:					<u>342,583.12</u>	

#17

COMMUNICATION



MEMORANDUM

**City of Pontiac
Controller's Office**
47450 Woodward Avenue
Pontiac, Michigan 48342
Telephone: (248) 758-3118
Fax: (248) 758-3197

DATE : 4/4/2019

TO: Honorable Mayor and City Council

FROM: Danielle Kelley, Plante & Moran - Controller's Office

THROUGH: Jane Bais DiSessa – Deputy Mayor

SUBJECT: Vehicle Use Reimbursement Policy Memo regarding the Mayor and City Council

The purpose of this report is to further confirm the City's vehicle use policy:

- **City Employees Vehicle Use Policy**

Section IV - Use of Personal Vehicle for City Business

- A. Employees of the City who use personal vehicles to conduct authorized City business shall be reimbursed at the IRS standard government per mile rate. Employees must submit a mileage reimbursement form to their Director for mileage reimbursement. Requests for reimbursements must be submitted within 30 days in order to be reimbursed for mileage. Use of personal vehicles to conduct authorized City business must be demonstrated to be in the best interest of the City, both economically and/or necessitated by the unavailability of City vehicles. Use of private vehicles on City business for local travel may be approved in exceptional circumstances by the Director. Authorization for such must be received in advance. In such cases, reimbursement paid by the City to the employee will not be paid until complete documentation, including the reimbursement request, proof of mileage, purpose of travel, and Director authorization is received by Finance.

- **Mayor & City Council vehicle use and reimbursement LOCC recommendation**

Per Article VI (General Provisions), Chapter 1 (Personnel Matters), Section 6.104, the LOCC sets the salary and benefits for both City Council and the Mayor. The LOCC recommendations are either approved or denied by City Council resolution each time they are presented.

Based on the LOCC recommendations as noted in the minutes dated May 14, 2015:

- Mayor: "The mayor shall not be entitled to use any City vehicle; however, the mayor shall be entitled to mileage reimbursement in the same manner as the non-union employees of the City."
- City Council: "No part-time Council member shall be entitled to use any City vehicle or receive any stipend for use of a personal vehicle."

Our understanding, in concurrence with the City Attorney, is that the vehicle use and reimbursement benefits for the Mayor and City Council remain in effect in accordance with the 2015 LOCC recommendations unless and until changed by the LOCC.

#18

PROCLAMATION

City of Pontiac
Executive Office of the Mayor

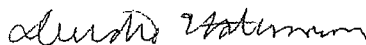
PROCLAMATION

Honoring the Positive Service, Sacrifice, and Example of

***Pastor Leland &
Dr. Yvonne Matlock***

April 23, 2019

- WHEREAS,** for years, the City of Pontiac has been known for its talented, committed and resilient community members and leaders, but a dynamic husband and wife team like Pastor Leland & Dr. Yvonne Matlock only comes along once in a generation; and
- WHEREAS,** the joint endeavors of Pastor Leland & Dr. Yvonne Matlock have demonstrated, in the most profound way, the finest qualities of humanity and service through over three decades of ministry as Senior Pastors of Calvary Missionary Church; and
- WHEREAS,** Pastor Leland & Dr. Yvonne Matlock uphold principles of love and compassion for the City of Pontiac while also setting the finest example of the importance of community service; and
- WHEREAS,** Pastor Leland & Dr. Yvonne Matlock have taken leadership positions in several local civic, educational, and charitable programs – such as chaplains to the Oakland County Sheriff Department and City of Pontiac, organizers of the March for Jesus and National Day of Prayer and ministry mentors and educators – with the goal of strengthening the fabric of our community and the lives of the people that live here; and
- WHEREAS,** it is fitting and proper to acknowledge Pastor Leland & Dr. Yvonne Matlock as their impact and success has been widely recognized and as their unwavering strength of purpose continues to inspire commitment and action in others. Thank you for reminding others of the importance of our community values, our dignity, and our responsibility to one another.
- NOW, THEREFORE, BE IT RESOLVED,** that I, Dr. Deirdre Waterman, Mayor of the City of Pontiac, on behalf of the entire community, by this Proclamation, commend Pastor Leland & Dr. Yvonne Matlock for their outstanding achievements, professional commitment, dedication, and invaluable service to Pontiac and extend to them our warmest and best wishes for continued success and happiness.



Dr. Deirdre Waterman
Mayor

#19

COMMUNICATION

GARLAND S. DOYLE, M.P.A.
Interim City Clerk
FOIA Coordinator


SHEILA GRANDISON
Deputy City Clerk



OFFICE OF THE CITY CLERK
47450 Woodward Avenue
Pontiac, Michigan 48342
Phone: (248) 758-3200
Fax: (248) 758-3160

MEMORANDUM

TO: Honorable City Council

FR: Garland S. Doyle, Interim City Clerk 

DA: April 17, 2019

RE: Interim City Clerk Conflict of Interest Disclosure Statement/Affidavit for Medical
Marihuana Facility Permit Applications

At the City Council Meeting on February 26, 2019, your honorable body approved the Conflict of Interest Policy for the Review of Medical Marihuana Permit Applications. During the meeting the issue was raised in regards to who would the City Clerk submit his conflict of interest disclosure statement.

I am writing to inform you and the public that I will be submitting my conflict of interest disclosure statement/affidavit for medical marihuana facility permit applications to the City Council.

Since Ordinance 2357(B) "City of Pontiac Medical Marihuana Facilities Ordinance" gives the City Clerk the responsibility to assess and evaluate applications, I want this process to be fully transparent. My disclosure form is attached.

Thank you



CITY OF PONTIAC

MEDICAL MARIHUANA PERMIT REVIEWER CONFLICT OF INTEREST POLICY

Purpose

The City of Pontiac (the “City”) has approved an ordinance to allow medical marihuana facilities to operate in the City. After receipt of a completed application, the Pontiac City Clerk is responsible for forwarding the application to the Fire, Building and Safety, and Planning Departments/Divisions, and the Pontiac City Clerk may forward the application or certain parts thereof to any other relevant department/division of the City (including contractors of the City) to confirm compliance with certain requirements of the City of Pontiac Medical Marihuana Facilities Ordinance (“Ordinance”).

The City provides this Conflict of Interest Policy to ensure that there is full disclosure in connection with approval/review of any medical marihuana facility permit application (“Medical Marihuana Application”) or inspection of any proposed medical marihuana facility that may provide an economic or other personal benefit to an employee, agent or contractor, or to any person or entity with whom they are related or have a financial interest. This will help to ensure that decisions are based entirely on merit. This policy is intended to supplement but not replace any applicable City, state or federal laws relating to conflicts of interest.

Definitions

1. Interested Person. An “Interested Person” is an individual who is in a position to review, inspect and/or approve components of an applicant’s Medical Marihuana Application or proposed medical marihuana facility on behalf of the Fire, Building and Safety, or Planning Departments/Divisions or any other relevant department/division of the City (including contractors of the City) tasked with reviewing, inspecting and/or approving any components of Medical Marihuana Applications or proposed medical marihuana facilities.
2. Family Member. A “Family Member” includes: the spouse of, or a brother, sister, in-law, ancestor (including parents and grandparents), child, grandchild or great grandchild of an Interested Person, or the spouse of any child, grandchild, or great grandchild of an Interested Person.
3. Financial Interest. An Interested Person has a “Financial Interest” if:
 - (a) such Interested Person, or any Family Member or Related Entity of such Interested Person, is directly or indirectly involved in any transaction or exchange with an entity or individual that has submitted or plans to submit a Medical Marihuana Application to operate a medical marihuana facility in the City (other than retail purchases of medical marihuana at a provisioning center in compliance with applicable laws); or
 - (b) such Interested Person, or any Family Member or Related Entity of such Interested Person, has a compensation arrangement or a potential compensation arrangement of any form, direct or indirect, with any entity or individual that has submitted or plans to submit a Medical Marihuana Application to operate a medical marihuana facility in the City.

4. Related Entity. A “Related Entity” means: any corporation, partnership, limited liability company, estate, trust or other entity or organization in which any Interested Person or any Family Member of such Interested Person, directly or indirectly, owns or controls or is negotiating to own or control (including through other entities or organizations) 1% or more of the voting power, 1% or more of the profits or economic interest or 1% or more of the ownership interest of such entity or organization.

Acceptance of Benefit

Employees, agents and contractors reviewing, inspecting and/or approving components of an applicant’s Medical Marihuana Application or proposed medical marihuana facility (and their Family Members and Related Entities) shall not solicit, accept or retain any direct or indirect gift, gratuity, compensation, payment or other benefit (collectively, “Benefit”) from any individual or entity operating or seeking to operate a medical marihuana facility in the City.

Procedures for Conflicts of Interest

1. Duty to Disclose. Each year, promptly after the release of the Medical Marihuana Application by the City Clerk and on each anniversary thereafter (and in any case prior to any review by such Interested Person of any Medical Marihuana Application), each Interested Person shall complete and submit to the City Clerk the Conflict of Interest Disclosure Statement/Affidavit For Medical Marihuana Facility Permit Applications attached hereto (“Conflict of Interest Disclosure Statement”). Even if an Interested Person has completed a Conflict of Interest Disclosure Statement, if the Interested Person receives a Medical Marihuana Application in which such Interested Person has a Financial Interest or other actual or potential conflict of interest, before such Interested Person may review the Medical Marihuana Application, such Interested Person shall disclose to the City Clerk the existence of such Financial Interest or conflict together with a statement of facts that describe and explain such Financial Interest or conflict.

2. Reappointment. Upon receipt of the Interested Persons’ disclosure of Financial Interest or other actual or potential conflict (or any other discovery of the same), the City Clerk shall report such Financial Interest or conflict to the respective head of the department or division and another employee, agent or contractor shall be assigned to the particular Medical Marihuana Application.

3. Violations.

(a) If the City Clerk or head of the respective department or division has reasonable cause to believe that an Interested Person has failed to disclose any actual or potential conflict of interest (including without limitation any Financial Interest) or has directly or indirectly solicited, accepted or retained a Benefit from any individual or entity operating or seeking to operate a medical marihuana facility in the City, the City Clerk or such department/division head shall inform the Interested Person of the basis for such belief and afford him/her an opportunity to explain the alleged failure to disclose or explain the improper Benefit.

(b) If, after hearing the response of the Interested Person and making such further investigation as may be warranted under the circumstances, the City Clerk or respective department/division head determines that the Interested Person has in fact failed to disclose an actual or potential conflict of interest or directly or indirectly solicited, accepted or retained a Benefit, the City Clerk or respective department/division head shall take appropriate disciplinary and corrective action, and may forward the matter to the appropriate law enforcement agency to investigate.

Approved by City of Pontiac:

February 26, 2019
Date

**CITY OF PONTIAC ("CITY")
CONFLICT OF INTEREST DISCLOSURE STATEMENT/AFFIDAVIT
FOR MEDICAL MARIHUANA FACILITY PERMIT APPLICATIONS**

Name: Garland S. Doyle (Interested Person)

1. As an Interested Person, please list any Related Entity (as defined in the City's Conflict of Interest Policy) that has or plans to submit an application to the City to operate a medical marihuana facility.

Entity	Percentage Interest	<u>Date</u> From	<u>(Yrs)</u> To	Person Involved (relationship)

2. As an Interested Person, please list any organization or entity (profit or nonprofit) that you or a Family Member (as defined in the City's Conflict of Interest Policy) or Related Entity currently (or plan to) serve as an employee, contractor, agent, manager, director, officer or similar position or receive or are entitled to any form of compensation, that has or plans to submit an application to the City to operate a medical marihuana facility.

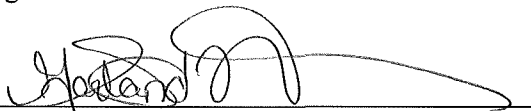
Organization/Business	Position/Involvement	Person Involved (Relationship)

3. As an Interested Person, please list any other organization, entity, involvement, relationship, conditions or circumstances that place or may place you in a conflict or potential conflict regarding the review, inspection or approval of any medical marihuana facility permit application for the City, including without limitation any Financial Interest (as defined in the City's Conflict of Interest Policy).

Organization or Circumstance	Conflict or Potential Conflict

4. Neither myself nor any of my Family Members or Related Entities have solicited, accepted or retained any direct or indirect gift, gratuity, compensation, payment or other benefit from any individual or entity operating or seeking to operate a medical marihuana facility in the City.


Under penalties of perjury, I declare that: (i) I have completed this Disclosure Statement/Affidavit and that to the best of my knowledge and belief it is true, correct and complete; and (ii) I will update this Disclosure Statement/Affidavit within one (1) business day after any relevant circumstances change by notifying the City Clerk of such change.

Signature: 

Date: 4/17/19

STATE OF Michigan)
COUNTY OF Oakland)SS

The foregoing instrument was acknowledged before me this 17 day of April, 2019, by Garland Doyle.


Sheila R. Grandison, Notary Public
Oakland County, Michigan
My commission expires: 8/27/2019

32895177.4\158235-00001

SHEILA R. GRANDISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Aug. 27, 2019
Acting in the County of Oakland