

PONTIAC CITY COUNCIL

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



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

It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."

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

FORMAL MEETING (AMENDED AGENDA)

May 14, 2019

6:00 P.M.

85th Session of the 10th Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to the Agenda (Remove Agenda Item 11; Remove and Postpone Agenda Items 15-17 until May 28, 2019; Move Presentations 4-6 after Agenda Item 18.)

Approval of the Amended Agenda

Approval of the Minutes

1. May 7, 2019

Subcommittee Reports

2. Public Safety- May 10, 2019

Special Presentations (Each presentation is limited to 10 minutes.)

3. Waterford Regional Fire Presentation (Presentation requested by Councilwoman Mary Pietila)
Presentation Presenter: Chief John Lyman, Fire Chief, Waterford Regional Fire Department
4. Pontiac Youth Recreation and Empowerment Center (PYREC) Building- Purchasing Option.
Presentation Presenter: City Attorneys Paul Thursam and John Clark
5. AUCH Schematic Plan for Phoenix Center Repairs and Upgrades
Presentation Presenters: Vince DeLeonardis and Jim Munchiando, AUCH, John Balint, DPW Director and John Clark, City Attorney
6. Bond Financing of Phoenix Center Repairs and Upgrades
Presentation Presenters: John Clark, City Attorney; Ronald Liscombe, Miller Canfield; Brian Lefler, Baird; Hughey Newsome and Brian Camiller, Plante Moran

Recognition of Elected Officials

Agenda Address

Agenda Items

Ordinance

7. An Ordinance to Amend Ordinance #2288 to change how City Council adopts the budget from functional basis to line item basis for Fiscal Year 2019-2020 (First Reading)

Resolutions

City Council

8. Resolution to schedule a special meeting for Friday, May 17, 2019 at 12:00 p.m. to consider an Ordinance to Amend Ordinance #2288 to change how City Council adopts the budget from functional basis to line item basis for Fiscal Year 2019-2020
9. Resolution for the City Attorney to review the Ordinance to Amend Ordinance #2288 to change how City Council adopts the budget from functional basis to line item basis for Fiscal Year 2019-2020 by May 16, 2019
10. Resolution for Kevon Davenport
11. Resolution for Alma Marie Bradley-Pettress

Controller

12. Resolution to approve the 2019 High Intensity Drug Trafficking (HIDTA) Subrecipient Agreement between the City of Pontiac and Oakland County and that the Mayor be authorized to sign this agreement.

Planning

13. Resolution to formally affirm the City of Pontiac's commitment to proceed with our endeavor to obtain *Redevelopment Ready Community Certification* status from the Michigan Economic Development Corporation (MEDC); and furthermore, that this resolution be sent to MEDC as required.
14. Resolution to appeal the Planning Commission's decision and grant a Special Designated Distributor License for parcel 64-14-07-483-011, also known as 355 W. Walton Blvd from Applicant, Jamal Safidine.

Community and Economic Development

15. Resolution to approve the Development Agreement for 50 Wayne Street, Pontiac, MI commonly known as tax parcel number 14-29-433-003 (Agenda Items 15-17 are related.).
16. Resolution requesting the Oakland County Brownfield Redevelopment Authority to Review 50 Wayne Street (Agenda Items 15-17 are related.)
17. Resolution concurring with the provisions of a Brownfield Plan adopted by the Oakland County Brownfield Redevelopment Authority for the property known as 50 Wayne Street, Pontiac, MI, commonly known as tax parcel number 14-29-433-003 (Agenda Items 15-17 are related.).

Department of Public Works

18. Resolution to authorize the Mayor to enter into a contract agreement with North American Construction Enterprises for the 50th District Court Renovations at a cost not to exceed \$1,318,453.00.
19. Resolution to authorize the Mayor to enter into a two-year contract with AUCH for Owner Representative Services for the Phoenix Center Restoration at a cost not to exceed \$357,987.00.

Communication from the Mayor

20. Oakland County Sheriff's request for more patrol deputies in 2019-2020 Budget

Monthly Mayoral Reports

21. 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. **The City Clerk did not receive the March 2019 or April 2019 statements. This item was brought back from the April 9, April 23, April 30, and May 7, 2019 Council Meetings.)**

22. Check Registers for April 2019

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

#1

MINUTES

May 7, 2019

**Official Proceedings
Pontiac City Council
84th Session of the Tenth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, May 7, 2019 at 6:00 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

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

Members Absent: Waterman.

Mayor Waterman was present.

Clerk announced a quorum.

19-163 **Excuse Councilperson Patrice Waterman for personal reasons.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-164 **Amendments to the Agenda: remove item #7 (resolution to deny appeal to grant special distributor license at 1124 Joslyn) and ad-on resolution for line Item Budget and Proposed Ordinance.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-165 **Approval of the Agenda with amendments.** Moved by Councilperson Pietila and second by Councilperson Woodward.

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

No: None

Motion Carried.

19-166 **Approval of special meeting minutes for April 29, 2019.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

No: None

Abstain: Woodward

May 7, 2019

Motion Carried.

19-167 **Approval of meeting minutes for April 30, 2019.** Moved by Councilperson Carter and second by Councilperson Pietila.

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

No: None

Abstain: Woodward

Motion Carried.

19-168 **Resolution for Line Item Budget and Proposed Ordinance.** Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

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 department 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 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 14, 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: Woodward, Carter, Miller, Pietila, Taylor-Burks and Williams

No: None

Resolution Passed.

Seven (7) individuals addressed the body during public comment.

19-169 **Suspend the Rules to vote on sending item #6 back to the Planning Commission.** Moved by Councilperson Pietila and second by Councilperson Woodward.

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

No: None

Motion Carried.

19-170 **Motion to send resolution to concur with Planning Commission's decision to deny the appeal to grant a Special Designated Distribution License at parcel #64-14-16-201-028, also known as 1430 Joslyn Avenue, from Applicant, Fokhouri Yaldo, Inc. back to the Planning Commission.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

May 7, 2019

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

No: None

Motion Carried.

19-171 **Suspend the Rules to vote on scheduling a public hearing for item #8.** Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

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

No: None

Motion Carried.

19-172 **Resolution with amendment to set Public Hearing for May 21, 2019 on the Application from Indian Hill Ventures, LLC for the approval of an Obsolete Property Rehabilitation Application Certificate.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, Indian Hill Ventures, LLC has submitted an application for an Obsolete Property Rehabilitation Certificate to rehabilitate 50 Wayne Street, Pontiac, MI 48342 into a mix-use development; and
Whereas, Application has been sent to the Office of the City Clerk for certification; and
Whereas, a public hearing on the establishment of the Obsolete Property Rehabilitation District was held at a meeting of the Pontiac City Council on Monday, December 30, 2002 at 7:00 p.m. in the evening,
Now, Therefore Be It Resolved, that the Pontiac City Council direct the City Clerk to schedule a public hearing on May 21, 2019 in accordance with the Obsolete Property Rehabilitation Act (Public Act 146 of 2000, as amended) for the approval of the Obsolete Property Rehabilitation Application Certificate.

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

No: None

Resolution Passed.

Councilman Don Woodward left the meeting.

19-173 **Suspend the Rules to vote on scheduling a Public Hearing for item #12.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

No: None

Motion Carried.

19-174 **Resolution to schedule a Public Hearing on May 21, 2019 for the reprogramming of Program Year 2016 Community Development Block Grant (CDBG) funds in the amount of \$9,225.18 from the Senior Center HVAC project for use of the refurbishment of the existing deck/pavilion at the Robert Bowens Center located at 52 Bagley, Pontiac, MI.** Moved by Taylor-Burks and second by Councilperson Pietila.

May 7, 2019

Now, Therefore Be It Resolved, that the Pontiac City Council schedules a public hearing on May 21, 2019, for the purpose of reprogramming Program Year 2016 Community Development Block Grant (CDBG) funds in the amount of \$9,225.18 as follows: from the Senior Center HVAC Special Construction Project, to the Refurbishment of the Existing Deck/Pavilion Project, located at the Robert Bowens Center 52 Bagley St. Pontiac, Michigan.

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

No: None

Resolution Passed.

Communication to the Mayor

Documents requested from the Mayor during the Budget Goal Session on April 16, 2019. (The City Council requested the budget numbers from Oakland County Sheriff in regards to the request for more patrol deputies. This item will be brought back next week.

Council President Williams requested that a presentation be made about both Senior Centers (Ruth Peterson & Bowen Center) as it relates to update and repairs.

Monthly Mayoral Reports

Monthly Check Register

(The City Council adopted a resolution on February 5, 2019 for the Mayor to provide the monthly check register 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 check register for April 2019). **The City Clerk has attached the weekly check register for April 15, 2019 it was printed from the City's website. As of May 3, 2019, the check register for April 12, 19 and 26, 2019 are not on the City's website.** This item will be brought back next week.

Received the Mayoral Report for Monthly Staff changes report.

City Credit Card Statement

(The City Council adopted a resolution that the Mayor will provide the monthly credit card statement 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 or April 2019 statements.**) This item will be brought back next week.

President Kermit Williams adjourned the meeting at 8:31 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

#2

SUB

COMMITTEE

REPORT

Public Safety Subcommittee Minutes
May 10, 2019
Meeting opened at 9:30

One Citizen and one Staff member were present upon my arrival, they were asked to leave, it was explained this is a closed meeting and neither one was a member of the Sub-Committee - Council, Public Safety Department or Mayor or Deputy Mayor. Ms Flores did say she wanted to see the minutes, I explained they are in the agenda packet, when subcommittee reports are given.

Present was Councilwoman Mary Pietila, Fire Marshall Carl Wallace, Fire Community Liaison Will White, High Risk Manager Brian Long of Star EMS.

Excused was Council ProTem Carter, Councilman Woodward, for Personal reasons, SSgt Todd Hunt, due to the bomb scare at the Pontiac Middle School.

Emphasis was on Discussion of the Old Pontiac Station #2 on South Blvd being reopened. Chief is currently working with numbers required to open that, as well as reconfiguring manpower and vehicles, this would all have to be discussed not only with Pontiac Officials, but as a member of OAKWAY initiative those departments as well. WTRFD regional will only be responsible for Fire Safety on the Pontiac Property. There is talk about re-opening the road from Golf Drive to the Bloomfield Village Parkway Properties.

I raised concerns Councilman Carter has asked me to of hearsay talks from other Communities of splits with two local wanting to join the Regional. That is something in the wind, but nothing being discussed with concern.

Fire Marshall informed us of Mr. Knight's arrest for the House fire on Augusta, once Fire Marshall Phoebe he asked to speak to an attorney, acknowledging he did start the fire, approached Mr. Knight.

Start mentioned the calls were up by 109, from last month. Again, a reminder that calls are recorded as they are called in, it may present differently once Paramedics/Emts arrive on the scene

Meeting was adjourned at 10:05
Minutes were recorder by Councilwoman Pietila

Pontiac Public Safety Committee report

Units – awaiting inspection on 3 new modular ambulances. Same as last month

Personnel – Hired 4 new basic EMT's and 1 Paramedic

Radio system seems to be working well. We still have our old system in place as backup

Simulator – Ran 20 people through it last week, We will have it set up on the 21, 22, 23rd in our garage. Welcome to stop by. I am training 3 new instructors to assist in the training

Basic EMT class begins July 30 and runs through December

Community -

Trained 5 people in Narcan training in cooperation with Bryan's Hope

Car seat Checks in cooperation with OCHD and St Joe's – replaced 6 seats.
Next session is tentatively scheduled for the 16th

AVERAGE RESPONSE TIMES BY ZIP CODE

	Nov-18	18-Dec	Jan-19	Feb 20-19	19-Mar	Apr-19
48340	6	5.5	5.5	5.4	5.2	5.3
48341	5	5	5	5	5	4.9
48342	5	5	5	4.8	4.9	4.9
48343	5	4.8	4.9	4.8	4.9	4.8
Monthly	5.25	5.07	5.1	5.025	5	4.95



WATERFORD REGIONAL FIRE DEPARTMENT

2495 Crescent Lake Road • Waterford, MI 48329

Phone: 248.673.0405 • Fax: 248.674.4095

www.waterfordmi.gov

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

MONTHLY FIRE DEPARTMENT REPORT

For the City of Pontiac

April 2019

Total calls - month: **330** Fires:**17** 5.2% EMS:**204** 61.8% False Alarms:**20** 6.0% Other: **89** 27%

Total calls - YTD: **1,467** Fires:**74** 5.0% EMS:**926** 63.1% False Alarms:**123** 8.4% Other: **344** 23.5%

Month	Count	Response Times	YTD Count	Response Times
FS-6	Fires – 3	5.30	12	5.50
	EMS – 35	5.20	174	5.42
FS-7:	Fires – 9	5.35	39	5.20
	EMS – 92	4.46	392	4.55
FS-8:	Fires – 3	4.16	13	4.58
	EMS – 42	5.9	202	5.14
FS-9:	Fires – 0	0	4	4.36
	EMS – 31	4.31	147	4.33

Fire Injuries to personnel: 0

Fire Injuries to civilian: 0

Notable events/incidents for month:

Comparing to 2018: Fire Calls are **down** by 27.4%. Total call volume **up** year to date by 14.7%

Driver's training rodeo for all personnel

Participated in Aerial Ladder Truck training with OAKWAY Fire Departments.

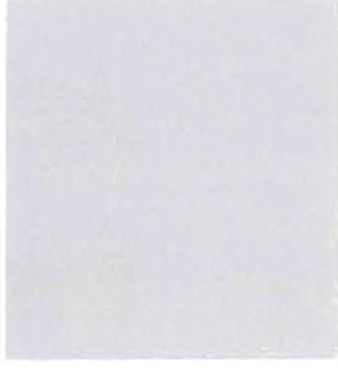
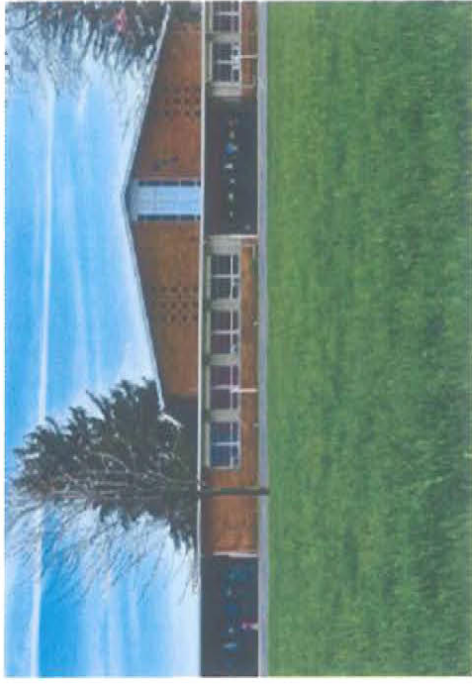
#4

PRESENTATION

Option to Purchase 825 Golf Drive

50,000 square feet

12 acres



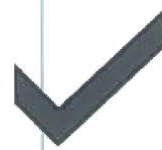
Background



Lease with option to purchase entered into on July 1, 2018, terminating on June 30, 2021



Lease grants 2 options to purchase:
-April 1 – June 30, 2019
-January 1 – June 30, 2021



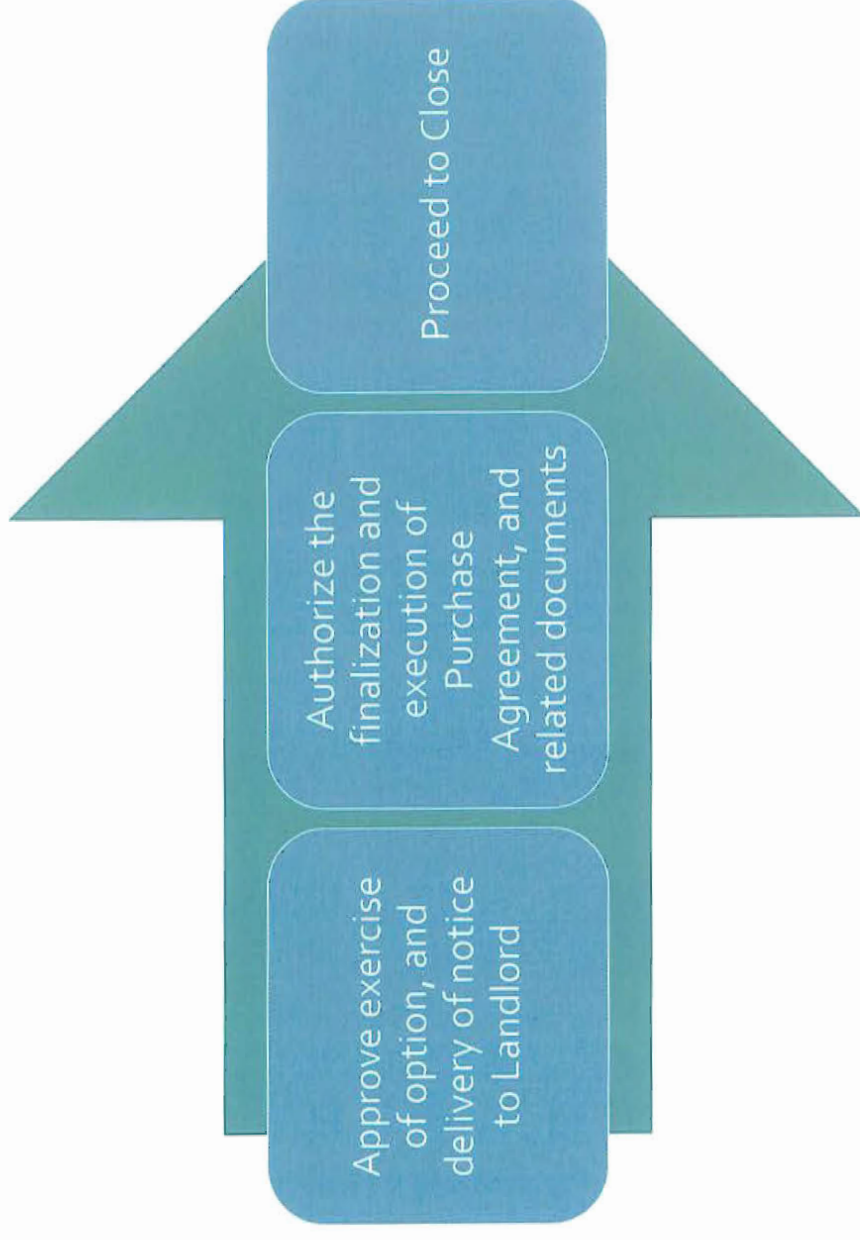
Notice of exercise of option must be given to Landlord on or before June 10, 2019 (or, if exercised in 2021, 90 days prior to closing).

What has
Council
already
approved?

Lease approved
in June of 2018

General funds set
aside (\$3.2M) for
exercise of option

If the City
wants to
exercise the
option, what
needs to be
done?



What happens
if the City does
not exercise
the option to
purchase?

Lease continues

Second option to
purchase available
on January 1, 2021

#6

PRESENTATION



City of Pontiac

And Still We Rise...

Phoenix Center Rehabilitation



The Notice of Intent Provision does *not* authorize the Issuance of bonds

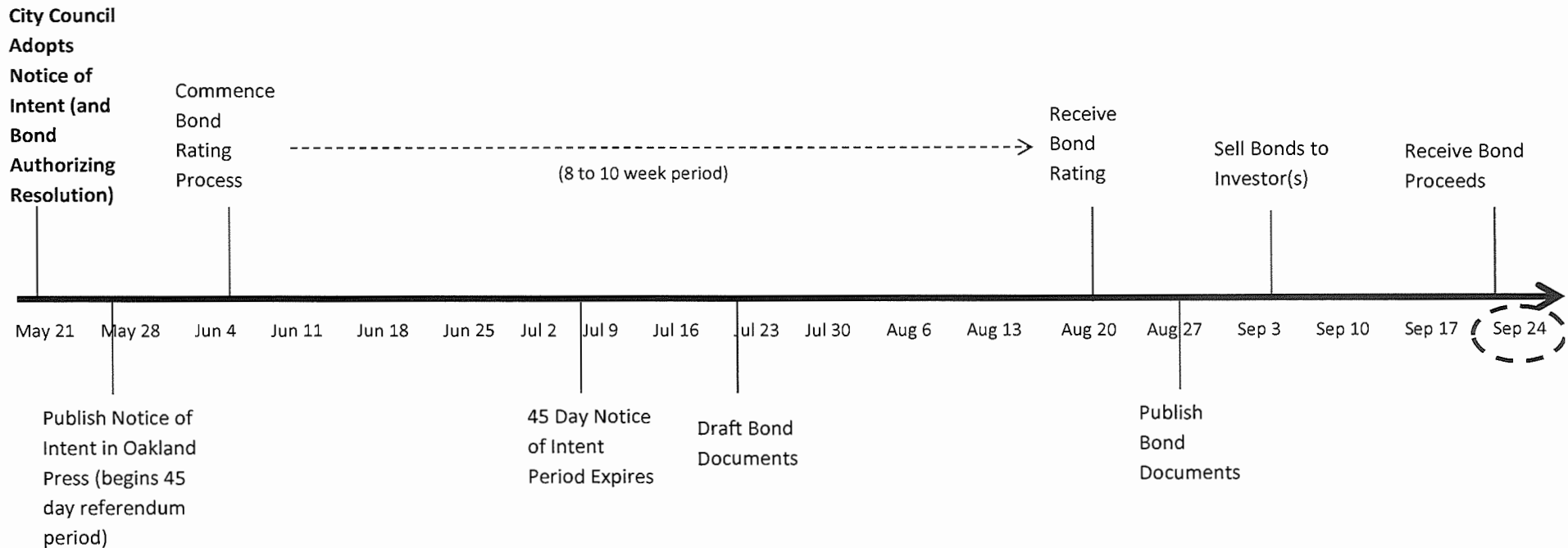
Notice of Intent Provisions

- The Resolution authorizes the publication of a Notice of Intent, which provides the electors of the City information about the issuance of the Bonds, the purpose for the Bonds and the limited tax full faith and credit pledge of the City. The Notice of Intent is required pursuant to Section 517 of the Revised Municipal Finance Act (Act 34, Public Acts of Michigan, 2001, as amended).
- The electors of the City may seek a referendum vote on the issuance of the Bonds by submitting petitions signed by not less than 10% of the registered electors in the City by the 45th day after publication of the Notice of Intent.

Bond Authorization Provisions

- Authorizes the issuance of Bonds, in one or more series, in an amount not-to-exceed \$19.5 million.
- The Bonds may be sold either at a negotiated or competitive sale, at taxable interest rates not-to-exceed 8%, maturing in not more than 30 annual installments.
- The Resolution pledges the City's limited tax full faith and credit as security for the Bonds.
- The Resolution authorizes the specific pledge of the City's revenue sharing if the Bonds are sold to the Michigan Finance Authority.
- Delegates authority to finalize terms of the Bonds within the parameters established in the Resolution.
- Provides for publication of a preliminary and final official statement to be used to market the Bonds, and establishes the agreement of the City to enter into a continuing disclosure undertaking to provide information to investors regarding the City's financial condition as required by Rule 15c2-12 of the Securities Exchange Act of 1934.

Bond Issuance is critical to meeting the required settlement timing



Total of 18 weeks from authorization to getting critical funding for projects

Not adhering to the settlement would mean probability of going back to court with risk of \$33.6M

City of Pontiac Phoenix Center Lawsuit Resolution Options

	<u>Option 1</u>	<u>Option 2</u>
Go to trial or Settle?	Trial (lose)	Settle
Potential loss in Court	\$19M plus building	n/a
Pay cash at settlement	\$4M	\$4M
Pay cash over next 4 years	n/a	\$2.8M
Interest expense for bonding \$2.8M	n/a	0
Phoenix Center parking renovations per IDS	<u>\$14.6M</u>	<u>\$14.6M</u>
Total cost to the City (before financing)	\$33.6M	\$21.4M
less amount paid directly by taxpayers	<u>(\$19M)</u>	<u>0</u>

The potential loss of \$19M , for the average Pontiac taxpayer:	\$702		n/a	
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#7

ORDINANCE

ORDINANCE NO.

AN ORDINANCE TO AMEND ORDINANCE NO. 2288 TO PROVIDE FOR THE MAYOR TO SUBMIT A PROPOSED TWO-YEAR BALANCED BUDGET TO THE CITY COUNCIL FOR CONSIDERATION, TO ESTABLISH MINIMUM REQUIREMENTS FOR THE PROPOSED BUDGET DOCUMENT, AND TO REQUIRE THE CITY COUNCIL TO ADOPT A BUDGET BY JUNE 9 OF EACH YEAR.

The City of Pontiac ordains:

Section 1. Title.

The title of this ordinance shall be the “Executive Balanced Budget Ordinance.”

Section 2. Definitions.

- a. Balanced Budget – The phrase “balanced budget” shall mean that the total proposed expenditures, including an accrued deficit, shall not exceed proposed revenue, including an available surplus.
- b. Budget Request Packet – The phrase “budget request packet” shall mean the formal documents prepared by the Finance Director in which all budget requests shall be justified and made by department heads.

Section 3. Budget Preparation.

- a. On or before March 15 in each year, the Finance Director shall distribute the budget request packet to each department head, whom shall return the completed budget request packet to the Finance Director on or before April 1 in each year.
- b. On or before April 15 in each year, the Finance Director shall transmit the departmental requests to the Mayor, who may revise or alter the estimates, and then shall return a copy of a balanced budget as revised to the Finance Director for tabulation on or before May 1 each year along with a list clearly indicating the changes the Mayor made in order to arrive at a balanced budget.
- c. The Finance Director shall recalculate the balanced budget proposed by the Mayor and shall inform the Mayor of any inconsistencies.
- d. On or before May 15 in each year, the Mayor shall submit to the City Council the proposed budget and appropriations ordinance for the ensuing two fiscal years and the proposed tax rate for the ensuing fiscal year. The proposed budgets shall be balanced. The Mayor shall provide a budget message with the proposed budgets that identifies revenues, expenditures, and significant revenues and significant expenditures.

Section 4. The budget document.

The budget for each fund of the city shall be presented in a format that is readable and understandable to the general public and classified by character, object, function, and activity consistent with the uniform chart of accounts prescribed by the state treasurer, provided that long-term and short-term goals and measurable objectives of the program are clearly identified (MCL 141.421). The Finance Director shall prepare the budget document and make it available to the public during the time the budget is available for public inspection, and shall revise the

document upon adoption of the resolution adopting the budget. The budget document shall consist of the following components, not necessarily in the order presented:

a. Part I. Revenues.

Part I shall contain estimates of all anticipated revenues for the two ensuing fiscal years applicable to proposed expenditures. It shall include a summary statement of anticipated revenues classified by fund and source; a comparison between revenues actually received during the last completed fiscal year, those received and anticipated for the current fiscal year, and those anticipated for the next two ensuing fiscal years; the estimated surplus or unobligated balance of the current fiscal year, and any additional information required by the Mayor.

b. Part II. Expenditures.

Part II shall contain estimates of all operating and capital outlay expenditures for the two ensuing fiscal years. It shall include a statement of proposed expenditures for all funds classified by function. It shall show, in the same classification of expenditure, the expenditures of the last completed fiscal year, those anticipated for the current fiscal year, estimated expenditures for the budgetary center for the next two ensuing fiscal years; it shall include as separate items any deficit from the preceding fiscal year that was not included in the budget for the current year and any anticipated deficit resulting from operations of the current year; and any other additional information required by the Mayor.

c. Part III. Capital Outlay.

Part III shall consist of the capital improvement plan. These recommendations shall be accompanied by a statement indicating recommended priorities for projects and shall set forth for each project:

1. the intended use of the land, building, or equipment requested;
2. the total estimated cost at completion;
3. appropriations and expenditures made to date;
4. actual expenditures and encumbrances at the close of the last completed fiscal year;
5. estimated expenditures and encumbrances for the current fiscal year;
6. estimates of the amount of money necessary for the next five fiscal years; and,
7. estimates of annual operating costs, if any, and the method of financing those costs, for the next five fiscal years.

d. Part IV. Supplementary Information.

Part IV shall consist of the following information, at a minimum, that shall be included at some point in the budget document:

1. a table of contents to assist the reader in locating information;
2. an explanation of the budget process and accounting procedures followed by the city in the preparation of the budget;
3. a glossary of terminology that may not be readily understood by the average reader;
4. a community profile;

5. an current organizational chart that denotes all departments and offices and the positions in those departments and/or offices within the executive branch and the legislative branch;
6. a list of all contracts, identification of service provided, value of the contract, and expiration date of the contract;
7. a list of all full-time employees, their salaries, the total value of fringe benefits, and an indication if the employee could potentially receive a defined benefit pension or other post employment benefits upon retirement;
8. a comparable summary of personnel in each office from the previous fiscal year to the ensuing fiscal year and an explanation of proposed changes;
9. a description of funds subject to appropriation;
10. a description of activities, services, and functions subject to appropriation;
11. a ten-year history of property tax levies and taxable value;
12. a list of outstanding debt obligations of the city;
13. a description of proposed capital outlays included in the budget as identified in the City's capital improvement plan;
14. a budget message from the Mayor that summarizes its proposed budget and any significant changes from previous years;
15. charts, graphs, graphics, organizational charts, and other data used effectively to describe allocations and operations and measure results;
16. the proposed tax rate to support the budget;
17. a budget summary of revenues and expenditures;
18. a proposed general appropriations ordinance; and
19. additional information that the Mayor deems appropriate.

Section 5. Budget Adoption.

- a. Before June 2, the City Council shall have separate budget hearings with each department and/or office of the Executive Branch and each department or office of the Legislative Branch.
- ~~a.b.~~ ~~On or Before~~ June 2, the City Council shall authorize and publish a notice of public hearing on the proposed budget and tax rate and shall introduce the proposed appropriation ordinance at a city council meeting.
- ~~b.c.~~ The City Council shall not amend the proposed appropriation ordinance or tax rate until after the public hearing. The City Council shall be permitted to make unlimited amendments to the budget subsequent to the public hearing on the budget and before its adoption.
- d. ~~By June 9 and No~~ less than six days after the notice of public hearing on the proposed budget and tax rate is published and the proposed appropriation ordinance had been introduced at a city council meeting, the City Council shall hold a public hearing on the proposed budget and proposed tax rate.

- ~~e.c.~~ By June 9, the City Council ~~and~~ shall adopt an appropriations ordinance and tax rate. The budget shall be adopted on a line item basis ~~functional basis~~ for expenditures, rather than on a departmental or functional line item basis.
- ~~d.f.~~ At the meeting wherein the City Council adopts the appropriations ordinance, the Council shall adopt a resolution setting user fees for the ensuing fiscal year. Such fees shall be amended or waived by the City Council from time to time during the fiscal year only upon recommendation from the Finance Director and Mayor.
- ~~e.g.~~ The Mayor shall be allowed to exercise the Mayor's ~~his~~ veto authority as granted by the city charter.
- ~~f.h.~~ During the fiscal year, whenever it appears to the Finance Director that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures will exceed an appropriation upon which appropriations from such fund were based, the Finance Director shall present to the Mayor recommendations to prevent expenditures from exceeding available revenues or appropriations for the fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues or both. The Finance Director is hereby authorized to amend accounts within a line item or department that does not exceed Ten Thousand (\$10,000.00) Dollars. Any budget amendments to a line item or department that exceeds Ten Thousand (\$10,000.00) must be approved by the City Council prior to the amendment. ~~functions in a fund and among functions in a fund during the fiscal year provided that such amendments do not change the total revenues, expenditures, transfers, and other uses for the fund as approved by the City Council. If the total revenues or the total expenditures, including transfers in and out and other sources and uses within a single fund must be changed, then~~ The Mayor shall present such amendments for departments within the Executive Branch to the City Council for approval by resolution. The amendments to the budget for the Legislative Branch do not have to be presented by the Mayor but still must be approved by ~~to the City Council resolution for approval by resolution.~~ Budget amendments shall be made by June 30 of each year.

Section 6. Penalty.

- ~~a.~~ Any violation of Sections 3, 4, or 5 by the Mayor shall result in the deduction of one month pay for every month or portion thereof that the Mayor ~~he~~ is late in fulfilling the ~~his~~ budget preparation duties.
- ~~a.b.~~ Any violation of Section 5 (f) by the Mayor shall result in the deduction of one month pay for every month that the Mayor is found to have violated this section of the Ordinance.
- ~~b.c.~~ Any violation of Sections 3, 4, or 5 by the city council shall result in the deduction of one month pay for every month or portion thereof that the council is late in adopting the budget.
- ~~e.d.~~ The retroactive payment of compensation deducted in accordance with this section upon fulfillment of duties is expressly prohibited.
- ~~d.e.~~ The city attorney, or any resident of the city, may file a complaint with the district court to enforce this section in the event that a deduction of pay is not made.

Section 7. Severability.

This ordinance and the various parts, sections, and clauses are hereby declared severable. If any clause, sentence, or paragraph or part of this ordinance shall, for any reason, be adjudged or decreed to be invalid by any Court of competent jurisdiction, such judgment or decree shall not

effect, impair, or invalidate the remainder of this ordinance, but such judgment or decree shall be confined in its operation to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment or decrees shall have been entered.

Section 8. Repealer.

That all ordinances or parts of ordinances, of the City of Pontiac in conflict herewith are hereby repealed.

Section 9. Effective Date.

This Ordinance shall take immediate effect upon publication thereof after its adoption by the City Council.

Section 10. Publication.

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

Section 11. Effective Date.

This Ordinance shall be effective ten days after date of adoption. ~~The ordinance and/or ordinance amendments were adopted by the emergency manager with an effective date of June 27, 2013. Sherikia L. Hawkins, Clerk of Pontiac, Michigan, does hereby certify that the forgoing ordinance was published in the Oakland County News on this 19th day of June 2013.~~
Sherikia L. Hawkins, City Clerk.

#8

RESOLUTION

Pontiac City Council Resolution



WHEREAS, the Pontiac City Council will hold a Special Meeting on Friday, May 17, 2019 at 12:00 p.m. in the Council Chambers of City Hall 47450 Woodward Ave. Pontiac, Michigan 48342 to adopt an Ordinance to Amend Ordinance #2288 to change how City Council adopts the budget from functional basis to line item basis for Fiscal Year 2019-2020.

NOW THEREFORE BE IT RESOLVED, that the Pontiac City Council schedules a Special Meeting on Friday, May 17, 2019 at 12:00 p.m. in the Council Chambers of City Hall 47450 Woodward Ave. Pontiac, Michigan 48342

#9

RESOLUTION

Pontiac City Council Resolution



WHEREAS, pursuant to the Pontiac City Charter section 4.202 more specifically, section 4.202 (b), the City Attorney is hereby requested to review the Ordinance to Amend Ordinance #2288 and make changes that are only necessary for the ordinance to be in compliance with the Charter and in proper form for implementation by May 16, 2019.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council request that the City Attorney have this review and if needed any modifications made to the ordinance completed by May 16, 2019 to ensure it is in proper form.

#10

RESOLUTION

City of Pontiac Resolution for Kevon Davenport

WHEREAS, It is the sense of this legislative body to honor an outstanding, young adult of remarkable character, who is inspirational and who serves as a role-model to others; and,

WHEREAS, Kevon Davenport has the unique distinction and privilege of becoming the first four-time African-American State Wrestling Champion, after winning the 2019 MHSAA State Championship 145lbs; and,

WHEREAS, Kevon Davenport is a Pontiac resident and attends Novi Detroit Catholic Central; and,

WHEREAS, Kevon Davenport started his career in wrestling at the early age of eight, as he played for the Pontiac Jr. Huskies under coaches Adam Polk, Cisco McKinney, Time Gomez, Marvin McClellan and Jim Hayward; and,

WHEREAS, Kevon Davenport's talent did not go unrecognized, as both his parents were eagerly committed and devoted to his development and as a consequence, his father studied the sport and became indoctrinated in wrestling, ultimately becoming his primary coach; and

WHEREAS, Kevon Davenport is an exceptional and accomplished wrestler who was taught to always place God first and to maintain great sportsmanship like conduct at all times; and,

WHEREAS, Kevon Davenport has won several tournaments and championships, some include: the MYWA State Tournament, Tournament of Champions in Ohio, Liberty Nationals in Missouri, the Grappler Fall Classic, the 2013 and 2014 Monster Medal Championship, the 2014 and 2015 Great Lakes Championship, was the 2016 MHSAA State Champion 119lbs, the 2017 MHSAA State Champion 130lbs, the 2018 MHSAA State Champion 145lbs and on March 2, 2019, recently became the 2019 MHSAA State Champion 145lbs.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Kevon Davenport for a job well done and for truly representing the City of Pontiac. Congratulations.

Kermit Williams, President

Randy Carter, President Pro-Tem

Patrice Waterman, Councilwoman

Don Woodward, Councilman

Mary Pietila, Councilwoman

Gloria Miller, Councilwoman

Doris Taylor-Burks, Councilwoman

#11

RESOLUTION

City of Pontiac Resolution for Alma Marie Bradley-Pettress

WHEREAS, It is the sense of this legislative body to pay proper tribute to individuals of remarkable character whose lives have been dedicated to uplifting, inspiring and empowering the community; and;

WHEREAS, it is feelings of the deepest regret that the Pontiac City Council mourns the passing of Alma Marie Bradley-Pettress, a giving and loyal member of this community; and,

WHEREAS, Alma Marie Bradley-Pettress was born on July 13, 1946 in Henderson, Texas to the late Albert Yancy and Lurlene King; and,

WHEREAS, Alma Marie Bradley-Pettress moved to Michigan at an early age where she attended Pontiac Schools, graduated from Pontiac Central High School and obtained various certifications from Oakland Community College; and,

WHEREAS, Alma Marie Bradley-Pettress married the late Andrew William Pettress and to this union, the couple was blessed with four children, Cameron, Debra, Valerie and Beverly; and,

WHEREAS, Alma Marie Bradley-Pettress began working for Pontiac Motors Foundry in 1967 and while working as an assembler, witnessed both racial discrimination and gender inequality; and,

WHEREAS, Alma Marie Bradley-Pettress felt compelled to fight the injustices in the work-place and became not only an active member of local union #653, but was elected Plant Shop chairwoman for Pontiac Motors Division-Foundry and Recording Secretary for the Local 653 Executive Board; and,

WHEREAS, Alma Marie Bradley-Pettress was truly extraordinary, as she had a profound impact on General Motors and was asked in 1985 by General Motors Corporation Management, to become a part of their new concept of building fuel efficiency vehicles and began working for GM Saturn Corporation as an Organizational Development Consultant and soon after, a unique position was created specifically for her, to facilitate the Saturn Union Agreement; and,

WHEREAS, Alma Marie Bradley-Pettress' activism transcended beyond the work-place and ultimately into politics, as she served as Pontiac Mayor Charlie Harrison's Executive Assistant in 1994, briefly served as Deputy Mayor, was involved and committed to the Clinton/Gore campaign and heavily entrenched in the Get Out the Vote (GOTV) campaign office in Pontiac; and,

WHEREAS, Alma Marie Bradley-Pettress, a faithful employee with professional integrity, retired from Saturn in 2000; and,

WHEREAS, Alma Marie Bradley-Pettress was a steadfast, unwavering and an active member of New Mount Moriah Church where she was a charter member, member of the Board of Trustees, on the Political Action Committee, Mother's Board, Pastor's Support/Love Committee Celebration and Church Anniversary Committee, and a member of the North-Oakland NAACP, Democratic Party and Pontiac Area Urban League.

NOW, THEREFORE BE IT RESOLVED, that the Members of the Pontiac City Council and members of this great community will greatly miss Alma Marie Bradley-Pettress, as her life was a portrait of service, a legacy that will long endure the passage of time and will remain as a comforting memory to all those whose lives she touched; we give our sincerest condolences to the family and friends of Alma Marie Bradley-Pettress.

Kermit Williams, President

Randy Carter, President Pro-Tem

Patrice Waterman, Councilwoman

Don Woodward, Councilman

Mary Pietila, Councilwoman

Gloria Miller, Councilwoman

Doris Taylor-Burks, Councilwoman

#12

RESOLUTION



MEMORANDUM

City of Pontiac
Controller's Office
47450 Woodward Avenue
Pontiac, Michigan 48342
Phone: 248.758.3118
Fax: 248.758.3197

DATE: 4/30/2019

TO: Honorable Mayor and City Council

FROM: Controller's Office

Through: Jane Bais DiSessa-Deputy Mayor

SUBJECT: 2019 HIDTA Sub-grant Agreement

The City of Pontiac has the opportunity to utilize the High Intensity Drug Trafficking Area Grant from the State of Michigan through the Oakland County's Sheriff's office. This grant reimburses the municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement team ("N.E.T"), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("O.C.S.O").

The purpose of the HIDTA program is to reduce drug trafficking and production by:

- Creating cooperation between various levels of law enforcement,
- Enhancing law enforcement intelligence sharing among law enforcement agencies, and
- Supporting coordinated law enforcement strategies to align available resources and reduce the supply of illegal drugs in designated areas of the United States.

Oakland County submitted an Initiative Description and Budget Proposal to the Executive Board for Michigan HIDTA requesting the ONDCP to grant N.E.T \$115,000.00 for the 2019 program year to reimburse N.E.T. participating agencies for eligible law enforcement overtime costs.

The City of Pontiac is a sub recipient and therefore must enter into the attached sub agreement with Oakland County Sheriff's Office. The following resolution is recommended for your consideration:

**RESOLUTION OF SUBRECIPIENT AGREEMENT FOR THE SHERIFFS
OFFICE NARCOTICS ENFORCEMENT TEAM HIGH INTENSITY DRUG
TRAFFICKING AREA (HIDTA)**

WHEREAS, Oakland County as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy (ONDCP) to grant N.E.T. an award for program year (PY) 2019 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime costs; and,

WHEREAS, If ONDCP grants N.E.T. an award for PY 2019, the ONDCP disburses the HIDTA funds to the Michigan State Police (MSP); and,

WHEREAS, the County has the authority to allocate a portion of the Grant funds to reimburse a participating municipality for qualifying overtime costs subject to the terms and conditions of the agreement; and,

WHEREAS, the County requires any participating unit of government to approve the proposed Subrecipient Agreement by Resolution of the governing board of the local unit of government; and,

WHEREAS, the Oakland County Board of Commissioners has agreed to the attached Subrecipient Agreement; and,

WHEREAS, the City of Pontiac desires to enter into the attached Subrecipient Agreement between the City and Oakland County; and

WHEREAS, Oakland County Corporate Council and the City of Pontiac have approved the attached Subrecipient Agreement.

NOW THEREFORE BE IT RESOLVED that the City of Pontiac Council approves the attached Subrecipient Agreement with the County of Oakland and authorizes the Mayor to sign on behalf of the City.

**PROGRAM YEAR 2019
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
SUBRECIPIENT AGREEMENT BETWEEN
THE COUNTY OF OAKLAND AND CITY OF PONTIAC
Data Universal Numbering System (DUNS) #: 831471144**

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Pontiac, 47450 Woodward Ave., Pontiac, MI 48342, a Michigan Municipal Corporation ("Municipality"). The County and Municipality shall be collectively referred to as the "Parties."

PURPOSE OF AGREEMENT.

The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds (defined below) to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("OCSO").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T. an award of \$115,000.00 for program year (PY) 2019 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime. PY 2019 begins January 1, 2019 and ends December 31, 2019.

If ONDCP grants N.E.T. an award for PY 2019, the ONDCP disburses the HIDTA grant funds to the Michigan State Police ("MSP"). To receive the Grant funds for overtime costs, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the MSP should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

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

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

- 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
- 1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2019 (Exhibit A) submitted to Michigan HIDTA by County on behalf of itself and the other participating agencies in N.E.T.
2. **EXHIBITS**. The Exhibits listed below are incorporated and are part of this Agreement.
 - 2.1. **Exhibit A** – Michigan HIDTA Initiative Description and Budget Proposal Version 2019.
 - 2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).
 - 2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.
 - 2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.
 - 2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.
3. **FEDERAL AWARD PROJECT DESCRIPTION**.
 - 3.1. Catalog of Federal Domestic Assistance ("CFDA") #: 95.001
 - 3.2. Federal Awarding Agency: United States Office of National Drug Control Policy ("ONDCP")
 - 3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)
 - 3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.
 - 3.4. Period of Performance: January 1, 2019 through December 31, 2019.

- 3.5. The Federal Award Identification Number (FAIN) is provided in the HIDTA Grant Agreement between ONDCP and MSP, which is incorporated into this Agreement by reference.

4. USE OF HIDTA FUNDS.

- 4.1. The total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed \$4,600.00 for each participating law enforcement officer. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the federal award for overtime costs committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation for overtime costs is contingent upon the ONDCP awarding the Grant funds to N.E.T and the MSP reimbursing the County.
- 4.2. The County will reimburse the Municipality up to \$4,600.00 for each participating law enforcement officer for qualifying N.E.T.-related overtime. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement amount may change as funds are available on a pro rata basis. Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 5.1. Such reimbursement is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.
- 4.2.1. HIDTA funds shall be used to pay overtime only if the overtime was performed in support of a HIDTA-designated Enforcement initiative or Intelligence and information Sharing Initiative. HIDTA funds shall not be used to pay overtime related to training attendance, financial management, drug treatment, drug demand reduction or prevention, or non-investigative related administrative work.
- 4.2.2. No HIDTA funds shall be used to supplant the Municipality's funds that would otherwise be made available for the same purposes.
- 4.3. There is no research and development performed pursuant to this Agreement.
- 4.4. No indirect costs shall be charged or reimbursed under performance of this Agreement.

5. REIMBURSEMENT OF ELIGIBLE NET OVERTIME.

- 5.1. To request reimbursement for eligible N.E.T. overtime costs, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2019 has expired. If the County, in its sole discretion, determines that the

documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.

- 5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.
- 5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.
- 5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.
- 5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.
- 5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from MSP for that particular reimbursement request.

6. GENERAL COMPLIANCE.

- 6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).
- 6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
- 6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
- 6.4. The Municipality shall comply with ONDCP's HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.
- 6.5. The Municipality shall comply with all applicable requirements for subrecipients that are provided in the HIDTA Grant Agreement between ONDCP and MSP. The HIDTA Grant Agreement between ONDCP and MSP will be provided to the Municipality within a reasonable time after the County receives a copy of it.
- 6.6. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

2019 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
SUBRECIPIENT AGREEMENT BETWEEN
OAKLAND COUNTY
AND
CITY OF PONTIAC

- 6.6.1. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 6.6.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 6.6.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
- 6.6.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- 6.6.5. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the Municipality designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

7. FINANCIAL ACCOUNTABILITY AND AUDIT REQUIREMENTS.

- 7.1. The Municipality shall maintain standards of financial accountability that conform to 2 C.F.R. §200.302 (Financial Management) and 2 C.F.R. §200.303 (Internal Controls).
- 7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. Part 200, Subpart F, which requires the Municipality to have an annual audit conducted within nine (9) months of the end of their fiscal year, if the Municipality has an aggregate expenditure of more than \$750,000 in federal funds in a fiscal year. Any deficiencies noted in audit reports must be fully cleared by the Municipality within thirty (30) days after receipt of same. The Grant funds spent by the County on behalf of the Municipality for training expenses shall be included on the Schedule of Expenditures of Federal Awards if the Municipality is required to have a single audit performed. Municipalities that are exempt from the Single Audit requirements that receive less than \$750,000 of total Federal funding must submit a Financial Statement Audit prepared in accordance with Generally Accepted Auditing Standards ("GAAS") if the audit includes disclosures that may negatively impact the HIDTA program including, but not limited to fraud, financial misstatements, and violations of any contract or grant provisions. The County shall have the right to review and audit all records of the Municipality pertaining to any payment by the County.

8. CONFLICT OF INTEREST.

- 8.1. The Municipality shall comply with the following ONDCP conflict of interest policies:

- 8.1.1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- 8.1.2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- 8.1.3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

9. MANDATORY DISCLOSURE.

- 9.1. As a non-Federal entity, the Municipality must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

10. RECORD RETENTION.

- 10.1. The Municipality shall comply with the record retention provisions of 2 C.F.R. 200.333 (Retention requirements for records).
- 10.2. The Municipality should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 C.F.R. 200.335 (Methods for collection, transmission and storage of information).

11. ACCESS TO RECORDS.

- 11.1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Municipal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents. The right of access to the Municipality's records is not limited to the required retention period but last as long as the records are retained.
- 11.2. The Municipality shall permit the County and auditors to have access to the Municipality's records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.

12. TERM.

- 12.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement shall end on December 31, 2019.

13. ASSURANCES.

- 13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 13.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

14. TERMINATION OF AGREEMENT.

- 14.1. This Agreement may be terminated in whole or in part as follows:
 - 14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;
 - 14.1.2. by the County for cause;

- 14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.
- 14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

15. CLOSEOUT.

- 15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.
- 15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.

- 16.1. The closeout of this Agreement does not affect any of the following:
 - 16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;
 - 16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
 - 16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.
 - 16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

17. REMEDIES FOR NONCOMPLIANCE.

- 17.1. If the Municipality fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be

remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

- 17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;
- 17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 17.1.3. wholly or partly suspend or terminate the Agreement;
- 17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
- 17.1.5. withhold further funds for the project or program;
- 17.1.6. take other remedies that may be legally available.

18. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

19. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

20. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

21. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

22. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

23. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

24. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

25. **CAPTIONS.** The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

26. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Sheriff Fiscal Officer, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

26.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Pontiac.

26.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

27. **CONTACT INFORMATION.**

<u>County of Oakland</u>	<u>City of Pontiac</u>
Lieutenant Brent Miles Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: milesbr@oakgov.com	

28. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan's conflict of laws provisions.

29. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

30. ENTIRE AGREEMENT. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Printed Name:
Title:

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

EXECUTED: _____ DATE: _____
Printed Name:
Title:

WITNESSED: _____ DATE: _____
Printed Name:
Title:

#13

RESOLUTION



CITY OF PONTIAC
Department of Building Safety
PLANNING DIVISION

47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009
TELEPHONE: (248) 758-2800 | FAX: (248) 758-2827

Mayor Deirdre Waterman

TO: HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL

FROM: DONOVAN SMITH– CITY PLANNER
THROUGH THE OFFICE OF DEPUTY MAYOR, JANE BAIS-DISESSA

SUBJECT: RESOLUTION TO PROCEED WITH THE REDEVELOPMENT READY COMMUNITIES (RCC) PROGRAM
OF THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC)

DATE: APRIL 9, 2019

Intent and Purpose

Pursuant the Redevelopment Ready Community Certification from the Michigan Economic Development Corporation, this could provide the City of Pontiac with a competitive edge amongst local communities; attracting more business and talent to support local job growth and economic development. Based on the results of the Redevelopment Ready Communities Evaluation, the City has completed or has actively engaged in completing 68% of the required RRC evaluation criteria. It has been projected that City staff will be capable of completing the remaining 32% of RRC criteria by spring 2020. During this time the city will engage in the following improvements;

- Phase 1 (Ending April 2019) – Internal Process and Document review, and Developers Guide to Development
- Phase 2 (Ending July 2019) – Redevelopment Sites (Part 1) & Public Participation Strategy Development
- Phase 3 (Ending Oct 2019) – Redevelopment Sites (Part 2) & Masterplan Update and Board reviews
- Phase 4 (Ending March 2019) – Redevelopment Ready Community Planning & Economic Development

Resolution

Whereas, the City of Pontiac is actively committed to improving the economic development conditions of the city and improving the quality of life for tax payers and residents; and,

Whereas, on October 15, 2018, the City of Pontiac submitted a RRC Self-Evaluation to the MEDC to determine the necessary commitment from the City of Pontiac to obtain Redevelopment Ready Community Certification; and,

Whereas, on March 26, 2019, the MEDC presented to City Council the results of the Redevelopment Ready Communities Evaluation for the City of Pontiac, and the City of Pontiac recognizes the value of this program and the importance of aligning our community readiness for new development and redevelopment of existing properties; and,

Whereas, the City of Pontiac understands the staff commitment to complete the requirements outlined in the RRC City of Pontiac Evaluation for certification; and,

Now Therefore, Be It Resolved, that the City of Pontiac commits to proceed with the pursuit for Redevelopment Ready Community Certification.



redevelopment ready
communities*

RRC Baseline Report

City of Pontiac

January 2019

MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

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Executive summary

Redevelopment Ready Communities* (RRC) is a certification program supporting community revitalization and the attraction and retention of businesses, entrepreneurs and talent throughout Michigan. RRC promotes communities to be development ready and competitive in today's economy by actively engaging stakeholders and proactively planning for the future — making them more attractive for projects that create places where people want to live, work and invest.

To become formally engaged in the RRC program, communities must complete the RRC self-evaluation, send at least one representative to the best practice trainings, and pass a resolution of intent, outlining the value the community sees in participating in the program. Representatives from Pontiac's city staff submitted the city's most up to date self-evaluation in October 2018 and attended trainings in May 2016. In

September 2015, city council passed a resolution of intent to participate in the program.




Developed by experts in the public and private sector, the RRC Best Practices are the standard to achieve certification, designed to create a predictable experience for investors, businesses and residents working within a community; communities must demonstrate that all best practice criteria have been met to receive RRC certification. Pontiac's strengths lie in its master plan, zoning ordinance, and economic development strategy. Challenges in Pontiac include reporting progress on the implementation of the master plan, defining projects for the downtown plan, and the need to create a capital improvements plan and marketing plan. With this report, resources provided through the RRC program, strong leadership and an involved citizenry, Pontiac will be able to complete the unmet RRC best practiced and achieve certification.

The basic assessment tool for evaluation is the RRC Best Practices. These six standards were developed in conjunction with public and private sector experts and address key elements of community and economic development. A community must demonstrate all of the RRC best practice components have been met to become RRC certified. Once received, certification is valid for three years.

Measurement of a community to the best practices is completed through the RRC team's research and interviews, as well as the consulting advice and technical expertise of the RRC advisory council. The team analyzes

a community's development materials, including, but not limited to: the master plan; redevelopment strategy; capital improvements plan; budget; public participation plan; zoning regulations; development procedures; applications; economic development strategy; marketing strategies; meeting minutes and website. In confidential interviews, the team also records the input of local business owners and developers who have worked with the community.

A community's degree of attainment for each best practice criteria is visually represented in this report by the following:

	Green indicates the best practice component is currently being met by the community.
	Yellow indicates some of the best practice component may be in place, but additional action is required.
	Red indicates the best practice component is not present or is significantly outdated.

This report represents the community's current status in meeting all the redevelopment ready processes and practices. This baseline establishes a foundation for the community's progress as it moves forward in the program. All questions should be directed to the RRC team at RRC@michigan.org.

Evaluation snapshot

Pontiac has completed 40 percent of the Redevelopment Ready Communities® criteria and is in the process of completing another 27.5 percent.						
1.1.1	1.1.2	1.1.3 (N/A)	1.1.4	1.2.1	1.2.2	1.2.3
2.1.1	2.1.2	2.1.3	2.1.4	2.1.5	2.1.6	2.1.7
2.1.8	3.1.1	3.1.2	3.1.3	3.1.4	3.1.5	3.1.6
3.1.7	3.1.8	3.2.1	3.2.2	4.1.1	4.1.2	4.2.1
4.2.2	4.2.3	4.2.4	5.1.1	5.1.2	5.1.3	5.1.4
5.1.5	5.1.6	6.1.1	6.1.2	6.2.1	6.2.2	

Best Practice 1.1—The plans

Best Practice 1.1 evaluates community planning and how the redevelopment vision is embedded in the master plan, downtown plan and capital improvements plan. The master plan sets expectations for those involved in new development and redevelopment, giving the public some degree of certainty about their vision for the future, while assisting the city in achieving its stated goals. Local plans can provide key stakeholders with a roadmap for navigating the redevelopment process in the context of market realities and community goals.

The Michigan Planning Enabling Act (MPEA), Public Act 33 of 2008, requires that the planning commission create and approve a master plan as a guide for development and review the master plan at least once every five years after adoption. In 2014, City of Pontiac, master plan steering committee, and planning commission initiated an update to the city's master plan. The result was Pontiac's 2014 master plan, which was adopted by the city in October 2014. To ensure that the master plan was based on a community supported vision, thirteen public meetings were held, at both city-wide and neighborhood scale. A survey was also developed and distributed at Michigan Works locations and at all the public workshops. The purpose of the neighborhood meetings was a to have residents engage with each other to identify (1) key neighborhood assets and anchors, (2) opportunities for redevelopment, (3) obstacles to pedestrian and non-motorized transportation, and (4) areas of concern (regarding blight). These community conversations are the basis of the city's master plan. Strategies and resources for redevelopment are detailed throughout the master plan and six areas are highlighted as entrepreneurial districts, and include (1) Woodward Avenue/downtown/near downtown, (2) Pontiac School District Property, (3) Former Crystal Lakes homes/Pontiac Housing Commission property, (4) the Pontiac Silverdome, (5) the "Diamond Triangle," and (6) vacant residential and commercial property. Chapter 6 of the master plan focuses on complete streets and nonmotorized transportation. One of the recommendations made in Chapter 6 is creating a complete street plan. City of Pontiac has moved forward with that recommendation and the "Complete Streets

Pontiac" plan was adopted by the planning commission on January 4, 2017. Land use and infrastructure is mentioned extensively throughout the master plan. Chapter 9 focuses on future land use and a zoning plan is included. An implementation matrix is included on page 109 and includes projects, timelines, and responsible parties. Pontiac's master plan is available on the city's website. However, one area that needs to be addressed is the reporting of progress on the master plan. To meet RRC Best Practices, Pontiac must review or reaffirm the plan in 2019 and report progress on the implementation of master plan to the governing body annually.

Downtown is often viewed as the focal point of a community; it is an indicator of economic health and serves as a gathering place. Downtown development authorities (DDAs) are designed to be catalysts in the development of a community's downtown district. Pontiac's DDA was previously dissolved. "Main Street Pontiac" has stepped up as a steward of downtown and acting as Pontiac's downtown plan is the "CNU Legacy Charrette: Vision for Revitalized and Transit-Ready Downtown Pontiac." Development boundaries are clearly defined as downtown Pontiac. Within those boundaries, general recommendations for short-term and long-term projects, as well as five location specific projects, with their own short-term and long-term goals, are laid out. The projects focus on creating a mix of uses, better pedestrian connections, and additional bus stops, as well as aesthetic improvements. The downtown plan coordinates well with the city's 2014 master plan in the areas of reconfiguring the Woodward loop, expanding options for non-motorized transportation and complete streets, and the encouragement of new residential development. The CNU downtown plan can be found on the city's website. While the downtown plan provides a vibrant vision, there are a few items that need improvement for the city to meet all of the RRC best practices. The city should find a way to create estimated costs and timelines for the project that they intend to pursue. Projects should also be included in the capital improvements plan, when the city develops one.

Dwindling resources and increasing costs put pressure on local governments to make limited budgets work

Best Practice 1.1—The plans *continued*

more efficiently. A comprehensive capital improvements plan (CIP) is an essential tool for the planning and development of the physical and economic wellbeing of a community. The CIP is a tool to implement the vision and goals identified in other plans, including the master plan and downtown plan, and provides a link between planning and budgeting for capital projects. Currently, Pontiac does not have a capital improvements plan, however, the department of public works does coordinate infrastructure projects and schedules to generate efficiency of scale. To bring the city in compliance

with the MPEA, a six-year capital improvements plan, inclusive of public structures and improvements, must be prepared and adopted. Projects within the plan should be coordinated in order to minimize construction costs. The CIP can be used as a tool to implement the master plan, downtown plan, and economic development strategy; and provides a link between planning and budgeting for capital projects. Once adopted, the plan should be made accessible on the city's website. The city could utilize the "Capital Improvements Plan Guide" as a starting point.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
1.1.1	The governing body has adopted a master plan in the past five years.	<input type="checkbox"/> Review and reaffirm or update master plan in 2019 <input type="checkbox"/> Report progress on the implementation of master plan to the governing body annually	Q2 2019
1.1.2	The governing body has adopted a downtown plan.	<input type="checkbox"/> Create estimated costs and timelines for projects listed in the downtown plan <input type="checkbox"/> Coordinate downtown projects in the capital improvements plan	Q1 2020
1.1.3	The governing body has adopted a corridor plan.	N/A	
1.1.4	The governing body has adopted a capital improvements plan.	<input type="checkbox"/> Develop a capital improvements plan that meets all the expectations in Best Practice 1.1.4	Q3 2019

Best Practice 1.2—Public participation

Best Practice 1.2 assesses how well the community identifies and engages its stakeholders on a continual basis. Public participation aims to prevent or minimize disputes by creating a process for resolving issues before they become an obstacle. Communities who regularly engage their residents also build long term trust and see greater support for plans and other initiatives.

Pontiac has used a variety of basic methods for soliciting public participation, including open meetings, newspaper and website postings, local cable notifications, postcard mailings, fliers at city hall and announcements at governing body meetings. The city's new master plan utilized multiple public meetings at various locations to reach a diverse group of stakeholders and distributed surveys at Michigan Works! locations. Additional proactive methods to reach local stakeholders have also been used, including focus groups, individual mailings, community workshops, and charrettes. Public participation results are usually included as part of a final document, but right now there is no standard plan for communicating results.

In order to meet RRC Best Practices, a comprehensive

public participation plan should be created. The document should identify interested and affected stakeholders and their unique communication needs in relation to all planning processes. The plan should build upon the existing community engagement activities and serve as the city's best practices for obtaining input into planning and development processes. Authentic and timely engagement is crucial to obtaining buy-in from community stakeholders. The strategy should identify public participation methods and the appropriate venues to use each method. The plan should identify how developers can reach out to the community early in the site plan process and, if applicable, employed third party consultants should adhere to the public participation strategy. Having a clear public engagement strategy shows that the community values citizen input in the decision-making process and ensures accountability. A good public participation plan will include methods for communicating results of public engagement and should consider methods for tracking the success of various outreach methods. Good resources to begin the process include the public participation plan guide and the RRC library.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
1.2.1	The community has a public participation plan for engaging a diverse set of community stakeholders.	<input type="checkbox"/> Develop a public participation strategy as outlined in Best Practice 1.2	Q2 2019
1.2.2	The community demonstrates that public participation efforts go beyond the basic methods.	✓	
1.2.3	The community shares outcomes of public participation processes.	<input type="checkbox"/> Communicate the results of community engagement efforts and track the success of various outreach methods (include methods in public participation plan)	Q2 2019

Best Practice 2.1—Zoning regulations

Best Practice 2.1 evaluates the city's zoning ordinance and assesses how well it implements the goals of the master plan. Zoning is a significant mechanism for achieving desired land use patterns and quality development. Foundationally, the Michigan Zoning Enabling Act (MZEA), Public Act 110 of 2006, requires that a zoning ordinance be based on a plan to help guide zoning decisions.

Pontiac allows mixed-use buildings, with residential above non-residential, by-right in the Local Business/Residential Mixed-Use District (C-1), Downtown Mixed-Use District (C-2), and the Corridor Commercial Mixed-Use District (C-3), as well as in the Mixed-Use District, which encompasses the former Clinton Valley Center premises (the CVC property). Build to zone setbacks are required in the Downtown Mixed-Use District (C-2) and some flexibility is provided and determined by the private frontage layout. Pontiac's zoning ordinance has many form-based elements, and depending on the building's form, ground floor transparency can range anywhere between 35 and 65 percent. It is evident that historic preservation is important to Pontiac and ordinances related to historic district can be found in Article 4, Chapter 2 (4.204). Environmental preservation is also a priority as demonstrated by the ordinances related to tree planning, landscaping, storm water management, and woodland preservation. Pontiac is also prepared for the new and changing economy with ordinances related to alternative energy, research facilities, movie production facilities, recreation facilities, light manufacturing in the C-3 district, and gallery or studio spaces.

Pontiac allows for the following housing types: residential units above non-residential uses, townhouses, cluster housing, and live/work space in the form of home occupations. The city also allows for single, two, and multiple-family dwelling units. One area that could be improved in the zoning ordinance is the addition or allowances of a variety of housing types, such as accessory dwelling units, co-housing, corporate temporary housing, or micro units. By describing additional and more specific housing types in the

ordinance, it allows for a better diversity of housing types, adds predictability to the development process, and demonstrates the resident's visions for the community.

A community's non-motorized transportation network has a major impact on the vibrancy of its commercial and neighborhood districts. Standards for bicycle parking in the C-2 district can be found in Article 4, Chapter 3, (4.303 [e]). Standards for pedestrian scale lighting can be found in Article 4, Chapter 5, (4.503). Sidewalks in Pontiac should be a minimum of five feet in width and are required on all minor residential streets, collector streets, urban thoroughfares and major thoroughfares. Regulations related to Parking can be found in Article 4, Chapter 3. Pontiac utilizes parking maximums by limiting the off street required parking to two hundred percent of the minimum parking requirement. Parking is waived for nonresidential uses within the C-2 district and bicycle parking is required for off street parking lots (in the C-2) larger than 25 spaces. The planning commission can modify the off-street parking requirements, allow for deferred (land banked) parking, and shared parking with or without a reduced number of spaces. To mitigate the impact of impervious parking lots Pontiac has employed parking lot landscaping requirements. Other green infrastructure standards utilized by the city include street tree planting standards, landscaping that encourages native species, and rain gardens, bioswales, other low-impact development techniques.

Pontiac's zoning ordinance makes the city well positioned for redevelopment. The ordinance was most recently updated in 2016 and aligns with the city's most recent master plan and various planning documents. Pontiac has a zoning ordinance review and update planned for 2019 as well. Regulations and procedures for special exemption use can be found in Chapter 3, "Special Exemption Permit Review." While the city is meeting the standard for user-friendliness as required by RRC Best Practices, it may be worth considering adding more hyperlinks for increased user-friendliness.

Best Practice 2.1—Zoning regulations *continued*

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
2.1.1	The governing body has adopted a zoning ordinance that aligns with the goals of the master plan.	✓	
2.1.2	The zoning ordinance provides for areas of concentrated development in appropriate locations and encourages the type and form of development desired.	✓	
2.1.3	The zoning ordinance includes flexible tools to encourage development and redevelopment.	✓	
2.1.4	The zoning ordinance allows for a variety of housing options.	✓	
2.1.5	The zoning ordinance includes standards to improve non-motorized transportation.	✓	
2.1.6	The zoning ordinance includes flexible parking standards.	✓	
2.1.7	The zoning ordinance includes standards for green infrastructure.	✓	
2.1.8	The zoning ordinance is user-friendly.	✓	

Best Practice 3.1—Development review policy and procedures

Best Practice 3.1 evaluates the city's development review policies and procedures, project tracking and internal/external communications. An efficient site plan review process is integral to being redevelopment ready and can assist a community in attracting investment dollars while ensuring its zoning ordinance and other laws are followed.

Pontiac's site plan review process is described in Article 6, Chapter 2, "Site Plan Review." This section describes the uses that require site plan review by the planning commission, what may be approved administratively, the uses that required a sketch plan, and when no review is required. Information about the planning commission, administration, and zoning board of appeals can be found in Article 6, Chapter 1, "Administrative Organization." The final decision on special exemption permits lies with the planning commission and information on that procedure can be found in Article 6, Chapter 3, "Special Exemption Permit Review." If an applicant wishes to appeal the decision made by the planning commission regarding a special exemption, that appeal is handled by the city council. Pontiac's ordinance outlines the availability of a pre-application conference with the planning staff and members of the planning commission, however the availability of this meeting and the procedures surrounding it are not located prominently on the city's main planning and zoning pages. To meet RRC Best Practices the availability of the pre-application conference, as well as procedures, expectation and contact information, should be prominently advertised on the city's planning and zoning pages, and on any flowcharts. Applicants can submit their completed site plans to Pontiac's planning department. Once a site plan is submitted, it is distributed to city staff and officials for review and comment. The development review committee consists of the planning, building, and transportation departments, departments of public works, police, and fire, and Oakland County. The standards and requirements

site plan review are laid out in the Sections 6.205 through 6.208 of the ordinance. While this information is laid out in the ordinance, the city should create internal documents that clearly define the internal review process, including roles responsibilities and timelines. The city should also create an easy to use document that outlines development review standards for each department. This will ensure consistency and efficiency in the face of staff turnover. The city has flowcharts to help applicants navigate through site plan review, special exemption review, historic district commission review, and sign permits. While these flowcharts are a good starting point, they were last updated in 2014 and do not include timelines. To meet RRC Best Practices Pontiac should update their flowcharts with all relevant information, including estimated timelines. Pontiac uses both BS&A and Excel to track projects from submission to completion and the planning department is part of the building department, allowing for permitting activity to be coordinated. Pontiac is already working toward continuous process improvement by reviewing the challenges and successes related to the site plan review process and approvals procedure but should take this further by creating a mechanism to formally obtain customer feedback on the site plan approval and permitting and inspections process. Once feedback has been formally obtained, the joint site plan review team, including permitting and inspections staff, should meet to capture lessons learned and amend the process accordingly. When developer interviews were conducted with Pontiac's stakeholders some items of feedback about the city's processes included slow approvals through city council, internal communications issues, tension between the mayor and council, and the need for more economic development staff to guide developers through the development review process.

Best Practice 3.1—Development review policy and procedures *continued*

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
3.1.1	The zoning ordinance articulates a thorough site plan review process.	✓	
3.1.2	The community has a qualified intake professional.	✓	
3.1.3	The community defines and offers pre-application site plan review meetings for applicants.	<input type="checkbox"/> Advertise the availability of the pre-application conference, along with procedures, expectations, and contact information prominently on the "Planning & Zoning" web page	Q1 2019
3.1.4	The appropriate departments engage in joint site plan reviews.	✓	
3.1.5	The community has a clearly documented internal staff review policy.	<input type="checkbox"/> Create internal documents that clearly define the internal review process, including roles responsibilities and timelines <input type="checkbox"/> Create an easy to use document that outlines development review standards for each department	Q4 2019
3.1.6	The community promptly acts on development requests.	<input type="checkbox"/> Update site plan review, special exemption review, historic district commission review, and sign permit flow charts to include estimated timelines and any other relevant information	Q4 2019
3.1.7	The community has a method to track development projects.	✓	
3.1.8	The community annually reviews the successes and challenges with the site plan review and approval procedures.	<input type="checkbox"/> Develop a formal customer feedback mechanism for development and permitting related functions <input type="checkbox"/> Hold joint site plan review meetings, including permitting and inspections staff, to review feedback and integrate changes where applicable	Q4 2019

Best Practice 3.2—Guide to Development

Best Practice 3.2 evaluates the availability of the community's development information. Having all the necessary information easily accessible online for developers and residents alike creates a transparent development process that can operate at any time. This information creates a smoother process overall and reduces the amount of time staff spend answering basic questions.

Pontiac's website is a good start for a "Guide to Development" but is missing some key items. To meet RRC best practices the city could create a comprehensive stand-alone "Guide to Development" document or

update their website with all of the essential information noted in Best Practice 3.2.1, including conceptual meeting procedures, clear explanations of what can be approved administratively, updated flowcharts, checklists, and fee schedules. The city's website does include a fee schedule, but it is from 2013. To meet RRC best practices the city should review and update the fee schedule for the current year. Once the fee schedule is up to date it should be posted on the city's website. Pontiac does accept credit card payments, which is part of meeting the redevelopment ready expectations.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
3.2.1	The community maintains an online guide to development that explains policies, procedures and steps to obtain approvals.	<input type="checkbox"/> Update website to include essential documents noted in Best Practice 3.2.1 or create a stand-alone "Guide to Development" that includes all essential documents	Q1 2021
3.2.2	The community annually reviews the fee schedule.	<input type="checkbox"/> Update fee schedule for current year and post on website	Q4 2019

Best Practice 4.1—Recruitment and orientation

Best Practice 4.1 evaluates how a community conducts recruitment and orientation for newly appointed or elected officials. Such officials sit on the numerous boards, commissions and committees that advise city leaders on key policy decisions. Ensuring that the community has a transparent method of recruitment, clearly lays out expectations/desired skill-sets, and provides orientation for appointed officials is key to ensuring the community makes the most of these boards and commissions.

Pontiac has pages on their website for their various boards and commissions. The city also has the application

for their boards and commissions available on their website. One area that could be improved upon is for the city to be explicit about expectations and desired skill sets for development related board and commission members. This could be done on each webpage or on the application. In order to help new and existing board and commission members be prepared to make the best decisions for the city, all development related board and commission members should be provided with orientation packets. Orientation packets should include all relevant planning, zoning, and development information.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
4.1.1	The community sets expectations for board and commission positions.	<input type="checkbox"/> Outline more detailed expectations and desired skill-sets for development related boards and commissions	Q4 2019
4.1.2	The community provides orientation packets to all appointed and elected members of development-related boards and commissions.	<input type="checkbox"/> Provide orientation packets with relevant planning, zoning, and development information to all development related boards and commissions	Q1 2020

Best Practice 4.2—Education and training

Best Practice 4.2 assesses how a community encourages training and tracks educational activities for appointed and elected officials and staff. Trainings provide officials and staff with an opportunity to expand their knowledge and ultimately make more informed decisions about land use and redevelopment issues. An effective training program includes four components: financial resources to support training, a plan to identify priority topics and track attendance, consistent encouragement to attend trainings and sharing of information between boards and commissions to maximize the return on investment for the community.

Pontiac encourages continuing education by budgeting for training expenses for elected and appointed officials and staff. Attendance at trainings is further encouraged by notices of free and low-cost trainings that are sent to board and commission members. Planning staff shares training opportunities with city council and members of the planning commission; all other training opportunities are shared by either the mayor's office or officials. While Pontiac is

proactively providing board and commission members with information on upcoming trainings, the city could be more strategic regarding training. In order to get the most out of trainings the city should identify trainings that assist the community in accomplishing their stated goals. Once trainings have been identified, the city should develop a simple tracking mechanism for logging individual training needs and attendance. For the city to get the greatest value for their training dollars a method for sharing information gathered at trainings should be developed. It is possible to meet these best practices by developing standard operating procedures for boards and commissions. A cost-effective method of sharing training information includes holding collaborative work sessions and joint trainings on development related topics. This allows the city's many approving and advisory bodies to communicate and get on the same page. To increase transparency about decisions made over the previous year, the planning commission should prepare an annual report for the governing body. Once the annual report has been created it should be posted on the city's website.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
4.2.1	The community has a dedicated source of funding for training.	✓	
4.2.2	The community identifies training needs and tracks attendance of the governing body, boards, commissions and staff.	<input type="checkbox"/> Strategically identify trainings for boards, commissions, and staff that assist community in accomplishing stated goals and objectives <input type="checkbox"/> Develop and utilize a tracking mechanism for logging training needs and attendance for staff, boards, and commissions	Q1 2019
4.2.3	The community encourages the governing body, boards, commissions and staff to attend trainings.	✓	
4.2.4	The community shares information between the governing body, boards, commissions and staff.	<input type="checkbox"/> Develop a method for sharing information gathered at trainings <input type="checkbox"/> Hold collaborative work sessions for boards and commissions, including joint trainings on development topics <input type="checkbox"/> Planning commission annual report should be prepared and posted on city website	Q1 2019

Best Practice 5.1—Redevelopment Ready Sites®

Best Practice 5.1 assesses how a community identifies, visions for and markets their priority redevelopment sites. Communities must think strategically about the redevelopment of properties and investments and should be targeted in areas that can catalyze further development around it. Instead of waiting for developers to propose projects, Redevelopment Ready Communities® identify priority sites and prepare information to assist developers in finding opportunities that match the community's vision.

While Pontiac does advertise vacant commercial lots for sale on their website, the city does not currently have a list of prioritized redevelopment sites that meet RRC standards. Areas for redevelopment are highlighted in the master plan, downtown plan, and economic recovery strategy. To meet RRC Best Practices, the city should develop a list of at least three priority sites to be developed; basic information should be gathered for the all redevelopment sites. Information for the prioritized sites should include the community's vision, community champions for development of the site, and any desired development outcomes. Often, this information

can be gleaned from the redevelopment areas and strategies provided within Pontiac's essential planning documents. Communities that have engaged the public and formulated a framework of desired outcomes for priority sites create a predictable environment for development projects. Negotiable development tools, financial incentives, and/or in-kind support should be identified for each site. One priority site must be compiled into a property information package standard, as detailed in Best Practice 5.1. A site packaged to this standard includes both the basic information and additional applicable information as outlined in Best Practice 5.1. Once developed, the property information package should be marketed online and through local, regional, and state partners. Partner entities such as the business community, downtown development authority, city council, chamber of commerce and others should be engaged in packaging a site, to assist in identifying negotiable resources and to participate in the marketing of the site to their respective audiences. A helpful resource to begin the site selection and packaging process is the "Redevelopment Ready Sites Guide."

Best Practice 5.1—Redevelopment Ready Sites® *continued*

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
5.1.1	The community identifies and prioritizes redevelopment sites.	<input type="checkbox"/> Identify at least three priority redevelopment sites	Q1 2020
5.1.2	The community gathers basic information for at least three priority sites.	<input type="checkbox"/> Gather basic information for at least three prioritized redevelopment sites, per Best Practice 5.1.2	Q1 2020
5.1.3	The community has development a vision for at least three priority sites.	<input type="checkbox"/> Articulate a vision for at least three prioritized redevelopment sites, including desired development outcomes and specific development criteria <input type="checkbox"/> Identify community champions for the prioritized redevelopment sites <input type="checkbox"/> Conduct additional public engagement for high-controversy priority redevelopment sites	Q1 2020
5.1.4	The community identifies potential resources and incentives for at least three priority sites.	<input type="checkbox"/> Identify negotiable development tools, financial incentives and/or <input type="checkbox"/> In-kind support for at least three prioritized redevelopment sites	Q1 2020
5.1.5	The community assembles a property information package for at least one priority site.	<input type="checkbox"/> Assemble property information package, per Best Practice 5.1.5	Q1 2020
5.1.6	Prioritized redevelopment sites are actively marketed.	<input type="checkbox"/> Develop and market property information package(s) online.	Q1 2020

Best Practice 6.1—Economic development strategy

Best Practice 6.1 evaluates goals and actions identified by the community to assist in strengthening its overall economic health. Strategic economic development planning is critical to attract jobs and new investment in communities. Pontiac's economic development strategy is a stand-alone document developed in 2015, titled "Pontiac Moving Forward: An Economic Recovery Strategy." The economic recovery strategy coordinates with city's master plan, Woodward loop study, Michigan Vacant Properties campaign, and the Southeast Michigan Council of Governments' "Comprehensive Economic Development Strategy." Pontiac's opportunities and challenges are identified in the plan and were based on both community/stakeholder input and market analysis. The information gathered through the planning process lead to the creation of a six-pillar framework that serve as the basis for Pontiac's economic transformation. The six pillars are: (1) educated and develop the workforce; (2) advance strategic growth areas; (3) enhance the

local brand and image; (4) improve the local quality of life; (5) promote development in priority areas; and (6) align and empower the implementers. Chapter 4 details six strategies for growth that directly connect to the six pillars of the plan. Details about each strategy and potential partners are clearly defined. A detailed implementation table is provided in chapter five. The implementation table identifies goals, actions, responsible parties, and provides timelines that are either near-term or long-term. The plan is easily found on the community development section of the city's website. While Pontiac has a strong foundation for moving forward with economic development activities, it is unclear what has been accomplished since the creation of the plan. In order to increase accountability and spur implementation, the economic development strategy should be reviewed annually and progress on implementation should be reported to the governing body.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
6.1.1	The community has approved an economic development strategy.	✓	
6.1.2	The community annually reviews the economic development strategy.	<input type="checkbox"/> Annually review economic development strategy <input type="checkbox"/> Report progress on economic development strategy implementation to governing body	Q2 2020

Best Practice 6.2—Marketing and promotion

Best Practice 6.2 evaluates how the community promotes and markets itself. Marketing and branding is an essential tool in promotion of a community's assets and unique attributes. Consumers and investors are attracted to places that evoke positive feelings and to communities that take pride in their town and their history. While Pontiac does not yet have a marketing plan, a major focus of the economic development strategy is the development of a marketing plan. Potential partners, tools and resources, and proposed actions for the development of a marketing plan are all laid out in the economic development strategy. To meet its own goals and RRC Best Practice 6.2.1, Pontiac should follow the steps laid out in Strategy 2 of their economic development plan, while being sure to meet all the expectations in RRC Best Practice 6.2.1.

A municipal website serves multiple functions. At a basic level, it is a means to share information about public meetings, access public documents, find links to other community organizations and to obtain general information. Beyond this, a municipal website is also a significant expression of community character and

image, as outlined in the marketing strategy. People that are unfamiliar with a community will often first look to a website for information and they will form important first impressions and conclusions. Visitors to a community's website need to be able to find accurate information quickly. The importance of a user-friendly website cannot be overstated. Pontiac's home page functions well; it is organized and well-maintained and includes a updated news stories, and quick links to agendas and minutes, city departments, jobs, contact information, permits and ordinances, and upcoming events. The menu bar on the top provide city-specific information suited to various audiences. The homepage also contains links to the city's social media and includes a helpful search bar. Meeting minutes for various boards, commissions, and council are maintained and updated on the website. As the city makes updates to planning, zoning and development information that information it should be added to the website and grouped together. Information to be added includes a capital improvements plan once compiled and property information packages for the city's priority sites.

Status	Evaluation criteria	Recommended actions for certification	Estimated timeline
6.2.1	The community has developed a marketing strategy.	<input type="checkbox"/> Develop a marketing plan that meets Best Practice 6.2.1	Q4 2020
6.2.2	The community has an updated, user-friendly municipal website.	<input type="checkbox"/> Add missing planning, zoning and development items to website as they are completed	Q4 2021

Conclusion

The RRC program assists communities in maximizing their economic potential by embracing effective redevelopment tools and best practices. As this report makes clear, Pontiac has a strong foundation in place for meeting the best practices.

Upon receipt of this report, city staff and leadership should review the recommendations and determine if they align with the city's priorities and vision. If, after review, the city believes that RRC is still a good fit, council should pass a resolution of intent to continue with the process. Upon receipt of that resolution, the city will enter final phase of the process: officially working toward certification. During that phase, the city will be

able to make progress on RRC items at its own pace and receive regular support from its RRC planner. It will also have continued access to the RRC online library of resources and extensive network of other RRC-engaged communities while also becoming eligible for matching technical assistance dollars from RRC (once the city has shown at least one-quarter of progress). In order to guide this next phase, RRC recommends the creation of an RRC workgroup consisting of city staff, officials and community representatives. We look forward to working with the city on reaching certification and a long, positive partnership for many years to come.

#14

RESOLUTION



CITY OF PONTIAC
Department of Building Safety
PLANNING DIVISION

47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009
TELEPHONE: (248) 758-2800 | FAX: (248) 758-2827

Mayor Deirdre Waterman

TO: HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL

FROM: VERN GUSTAFSSON – PLANNING MANAGER
THROUGH THE OFFICE OF DEPUTY MAYOR, JANE BAIS-DISESSA

SUBJECT: SEP 18-09 REQUEST FOR APPEAL OF PLANNING COMMISSION DECISION
JAMAL SAFIDINE | 355 W. WALTON BLVD
SDD LIQUOR LICENSE SPECIAL EXCEPTION PERMIT

DATE: MAY 2, 2019

At the November 28, 2018 Planning Commission meeting, the Commission reviewed a Special Exception Permit request [SEP 18-09] for retail sale of packaged liquor at 355 W. Walton Blvd., which was denied. Following Section 6.303, [H. Appeals] of the Zoning Ordinance, the Applicant has the right to submit an appeal [see attached letter] to the Planning Manager within ten days of the Planning Commission decision requesting an appeal from City Council.

The establishment is a gas station, which currently sells packaged beer and wine. Zoning Ordinance requirements of Section 2.515 determines if packaged alcoholic beverages are compliant.

- A. The sale of packaged alcoholic beverages is prohibited to be located less than 500 feet from the property of a place of worship, park, playground, daycare facility, pre-school, or K thru 12 school.
- B. Not more than two properties upon which the retail sale of packaged alcoholic beverages is permitted shall be located within one mile.

As part of the Planning Division's technical review, we only found the Marimont Community Church was approximately 475 feet from the BP gas/convenience store. There are no retail businesses that sell packaged alcoholic beverages within one mile of BP gas/convenience store.

Following the Planning Commission decision and submittal of an appeal request, the Application retained Landmark Engineering Co. to prepare a dimensioned property line survey from the Marimont Church property line to the BP gas/convenience building. The survey showed the nearest distance of 515.16 feet [see attached survey dated May 2, 2019].

We suggest the City Council appeal the Planning Commission decision and support the following resolution.

WHEREAS, the City has received an application for a Special Exception Permit for parcel 64-14-07-483-011, also known as 355 W. Walton Blvd. from the Applicant, Jamal Safidine, and;

WHEREAS, the Planning Division as reviewed the applicant's Special Exception Permit request to sell packaged alcoholic beverages with a Special Designated Distributer [SDD] license, in addition to the existing Special Designated Merchant [SDM] license for the sale of beer and wine sales, and;

WHEREAS, the Planning Division has reviewed the requirements set forth in Section 2.515 of the Zoning Ordinance and Section 10.188 of the Pontiac Municipal Code and the Planning Division determined that aforementioned request and proposed sale of packaged liquor does comply with the City of Pontiac Zoning Ordinance, and;

WHEREAS, in accordance with the procedures outlined in the Zoning Ordinance, Section 6.302 as it related to Special Exception Permit Review Procedures and Requirements, the request has undergone the required; technical review, Public Hearing, and Planning Commission decision, and;

WHEREAS, on November 28, 2018 a Public Hearing was held, the Planning Commission voted to deny the request the sale of packaged liquor at 355 W. Walton Blvd, and;

WHEREAS, Following Section 6.303, [H. Appeals] of the Zoning Ordinance, the applicant submitted a letter to the Planning Manager Gustafsson within ten days of the Planning Commission decision requesting an appeal from City Council and provided a property line survey from a licensed professional surveyor that showed the nearest distance of 515.16 feet between Marimont Church property line and BP gas/convenience building, and;

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Pontiac appeal the Planning Commission decision and grant a Special Designated Distributor license at parcel 64-14-07-483-011, also known as 355 W. Walton Blvd from the Applicant, Jamal Safidine.



CITY OF PONTIAC
Department of Building Safety & Planning

Mayor Deirdre Waterman

TO: PONTIAC PLANNING COMMISSION

FROM: DONOVAN O. SMITH – INTERIM CITY PLANNER
DIVISION OF PLANNING

SUBJECT: SEP 18-09 SPECIAL EXCEPTION PERMIT REVIEW
PRELIMINARY SITE PLAN REVIEW
GAS STATION & LIQUOR SALES
355 W. WALTON – PIN 64-14-07-483-011
C-1 LOCAL BUSINESS DISTRICT

DATE: OCTOBER 19, 2018

The City of Pontiac is in receipt of application SEP 18-09, a Special Exception Permit for a packaged liquor (retail sales) use located at 355 W. Walton. The establishment is an existing BP Gas Station, the applicant Jamal Safidine on behalf of the owners Balfour Industries LLC, has requested the permitted special exemption use to expand sales of beer, wine, and liquor.

The property 355 W. Walton is currently zoned C-1 Local Business, the C-1 District is designed to accommodate housing units for smaller households and to provide services that cater to the needs of the surrounding residential neighborhood. Businesses which might tend to be a nuisance to the immediate surrounding residential development are excluded, even though the goods or services offered might be in the convenience category or classification. In the C-1 District retail sales of non-alcoholic products are permitted by right, however the retail sales of packaged alcoholic beverages is permitted by special exemption and subject to the Special Exemption Requirements of Section 6.302 of the Zoning Ordinance. Additionally, the 355 W. Walton property is designated Entrepreneurial: Industrial, Commercial & Green in the Pontiac Future Land Use Map. These zoned areas allow for more flexibility to attract creative and motivated local entrepreneurs, supporting expanded retail and commercial uses.

The requirements that determine if the packaged alcoholic beverages is compliant with a site's location are Section 2.515 of the Zoning Ordinance & section 10-188 of the Pontiac Municipal Code. In regards to the sale of Beer, Wine, and Liquor Sales, the zoning ordinance prohibits locations that sell packaged alcoholic beverages to be located less than 500 feet from the property of churches, parks, playgrounds etc. The proposed site location for the retail sell of packaged liquor is approximately 475 feet from the Marimont Community Church property, measured from nearest church property point to the nearest point of the business where liquor will be sold. According to the Pontiac Municipal Code Section 10-188 and the Pontiac Zoning Ordinance, this location does not meet the zoning requirements for the retail sell of packaged alcoholic beverages.

The second criteria according to the zoning ordinance prohibits no more than 2 properties whom engage in the retail sell of packaged alcoholic beverages shall be located within 1 mile of the proposed location. Two establishments are located within this boundary that are permitted to sell alcoholic beverages, Kennett Express located at 310 W Kennett, and Figa Bros Market located at 334 W. Kennett. The proposed property is compliant within the boundary restrictions associated with other liquor, beer, & wine, retail establishments.

Special Exemption Permit Review Requirements

When considering any petition for Special Exemption Permit, the City Planning Commission must consider the criteria of Section 6.303 of the City Zoning Ordinance. Section 6.303 states:

The Planning Commission shall review each application for the purpose of determining that each use on its proposed location will:

- 1. Be harmonious with and in accordance with the general principles and objectives of the comprehensive master plan of the City of Pontiac.*
- 2. Be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity by way of size, character, or location.*
- 3. Not change the essential character of the area in which it is proposed, and not adversely affect the development or redevelopment of the surrounding neighborhood.*
- 4. Not be hazardous or disturbing to existing or future uses in the same general vicinity and will be a substantial improvement to property in the immediate vicinity and to the community as a whole.*
- 5. Be served adequately by essential public facilities and services, such as highways, streets, police, fire protection, drainage structures, refuse disposal water and sewage facilities and schools.*
- 6. Not involve uses, activities, processes, materials, and equipment or conditions of operation that will be detrimental to any person, property or general welfare as a result of producing excess traffic, noise, smoke, fumes, glare, or odors out of proportion to that normally prevailing in the particular district.*
- 7. Maintain all proposed structures, equipment, or materials in a readily accessible manner for police and fire protection.*

Recommendation

The proposed Special Exemption Permit, as submitted by the applicant, does meet all seven of the approval criteria of Section 6.303 of the Pontiac Zoning Ordinance. However, the Special Exemption petition does not meet all of the requirements for the Specific Use Criteria for the Retail Sales of Packaged Alcoholic Beverages outlined in Section 2.515 of the Zoning Ordinance. In consideration of the Special Exemption Permit approval criteria, the information provided by the applicant, and the findings of fact outlined above, it is recommended that the Special Exception Permits regarding Pontiac Case Number SEP 18-09 for Packaged Retail Sales be denied by the Planning Commission.



Application for Special Exception Permit

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: 355 W. 1st

Sidwell Number: _____

Date: 8/31/18

Office Use Only

PF Number: 18-09

Instructions: Completed application with appropriate fee shall be submitted to the Office of Land Use and Strategic Planning at least 30 days prior to the scheduled Planning Commission Meeting. Application must complete in all respects with supporting documents such as site plan, property survey, detailed description of the proposed use, etc. Incomplete applications will delay the review process.

Applicant (please print or type)

Name	Samuel Safidine		
Address	39346 Nautical Lane		
City	Harrison Twp.		
State	MI		
ZIP Code	48045		
Telephone	Main: 734-641-8740	Cell: 248-292-9383	Fax: 734-641-8738
E-Mail	S.Safidine@aol.com		

Project and Property Information

Name of Proposed Development: _____

The subject property is located at 355 W. 1st on the N / S / E / W side of _____
between W. 1st and Telegraph.

The property is zoned: _____

It is proposed that the property will be used as: Gen. Serv. / 1/2 Acad. Serv.

The subject property is legally described as follows (include sidwell numbers):

Property Owner Information

Name	Balfour Industries LLC		
Address	1172 N Wayne		
City	Westland		
State	MI		
ZIP Code	48185		
Telephone	Main: 734-641-8740	Cell: 248-292-9383	Fax: 734-641-8738
E-Mail	jsaffers@aol.com		

Are you the ☒ Owner ☐ Agent/rep. of the owner ☐ Other _____

The proposed will be used for the following purpose (provide as much detail as possible with photographs, sketches, site plans, written documents, etc.).

looking to add door & window in job station

Supporting materials required:

- Proof of ownership, purchase/lease agreement
- Site plan, floor plan, elevations/photographs
- Electronic copy of site plan associate planner


Signature of Owner


Signature of Applicant

State of Michigan
County of Oakland

On this ____ day of _____, A.D., 20____, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

Notary Public, Oakland County, Michigan
My Commission Expires: _____

Vernon Gustafsson

From: Jamal Safiedine <jsafie55@aol.com>
Sent: Tuesday, December 4, 2018 10:51 PM
To: Vernon Gustafsson
Subject: Fwd: appeal for 355 Walton on packaged alcohol sales

WARNING: This email originated from outside of City of Pontiac. DO NOT click on any links or open any attachments unless you recognize the sender and are expecting the message.

Sent from my iPhone

Begin forwarded message:

From: <jsafie55@aol.com>
Date: December 4, 2018 at 4:51:51 PM EST
To: vgustafsson@pontiac.mi.us
Subject: appeal for 355 Walton on packaged alcohol sales

December 5, 2018

Balfour Industries Inc
355 Walton
Pontiac, MI
Jamal Safiedine 248 292 9383

To Whom it may concern,

I, Jamal Safiedine, met with the planning commission on November 28, 2018 for the purpose of selling packaged alcohol beverages. When the council began, the speaker of the house stated "before we start, I would just like to say that the city of Pontiac has never allowed a gas station to sell packaged alcohol nor do I feel it needs to."

After this statement I could tell that he may have already swayed the council to a fact that wasn't true. There is a gas station located in Pontiac on Walton and Joselyn that has been selling beer and wine for over a year.

There was over ten different criteria that I needed to pass all zoning compliance's. Out of the ten there were only two things brought up by the council to be addressed.

One is that the rule for all locations that sell packaged alcohol beverages shall be located no less than five hundred feet from churches. Zoning had stated that i was four hundred seventy five feet from the Marimount Community Church. They stated that this was measured from the nearest church property point to the nearest part of the business where liquor would be sold. I was informed by zoning that it was measured from the nearest church property point to the nearest property point of my location.[THIS WAS NOT THE RULE OF MEASUREMENT}

For this reason I will be hiring a survey company to measure the exact distance by what the rules state and I feel this will be more than the twenty five feet needed to be in compliance with this ordinance.

Also, I had already spoke to the church and the church had written a letter to the council stating that they would approve of my location to receive the license transfer.

I have already been approved and received my license from the State of Michigan to sell packaged alcohol which has the same five hundred feet from the church rule and also when i pull up google maps from building to building it shows I am seven hundred feet from the church.

The second criteria was is for not more than two properties whom engage in the retail sale of alcohol beverages shall be located within one mile of proposed location. The council felt that there were already two locations within one mile{310 Kennett and 334 Kennett}

There were several problems with this criteria also.

When I first started this process there were actually three locations within the square one mile radius. I informed Donovan who works with the city that Antonio's had closed down. Antonio's party store is a building behind my gas station. This shows that the city had already given one of these location permission to exceed the number allowed. now i am asking for that same option which has already been given before.

My other concern with why I don't feel this fits is that both locations are next door to each other and are both located on West Kennett Street. Both of these locations are over a two mile driving distance from my location. Not one location was listed on either of my cross streets within one mile. This rule is put in place so there are not several liquor stores in a row.

I am asking you to use your honest judgement on the easy fact that a store within twenty feet of my building had closed down before I could transfer their license to my location. In this day and age the grocery business and the gas business are becoming one. We have Krogers, Costco, Meyers and Sams Club just to name a few who have entered into the gas business. If we are going to survive as a convenient store, we all need to be on the same playing field and able to provide the customers with a one stop shop.

My location is over 4,000 square feet and an average gas station is roughly 1,700 square feet. These smaller locations have less overhead and do not have enough space to expand or do what I'm trying to do.

We have been paying over \$30,000 in taxes every year. We are planning on spending \$150,000 on new gas pumps with all new chip readers for customers credit cards and screens for customers to watch while filling their gas. We are also looking into food franchises to come in and use part of the location which will cost around \$350,000. Last, our liquor license and build out would be around \$300,000. This investment will cost us just under a million dollars for this location.

This will not only increase business for the location but also raise taxes for the city and be a beautiful landmark for the city of Pontiac. We would appreciate the chance to make this location one of the most beautiful in Oakland county. Currently there are 4 gas stations with liquor down Woodward from royal oak to Birmingham all the way threw to Bloomfield hills. the liquor store business is going away and this is the new style all city are looking for. We are hoping you understand what we are trying to do and would love to invest in your city thank you

Jamal Safiedine



424 W. WALTON, PONTIAC, MI 48340
Phone: 248-332-7239 email: marimontchurch@juno.com
MICHAEL PETERSON, Pastor - Teacher
Find us on the web at: www.marimontcommunitychurch.com

To whom it may concern,

Though we doubt that Marimont Community Church falls within 500 feet of the BP Station at the corner of Walton and Telegraph, we would not file an objection for a license transfer to their business. We believe BP's possession of the license would be more favorable for the community than a liquor store.

Sincerely,

Pastor Mike Peterson

355 W. Walton
Thu Nov 01 2018



0 37.5 75 150 ft



355 W Walton | Section 2.515 (A)

Wed Dec 05 2018



0 265 530 1,060 ft





Department of Licensing
and Regulatory Affairs

STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. Failure to comply with all laws and rules may result in the revocation of this license.

The conditional license shall expire under one of the following expiration factors, whichever occurs first, pursuant to MCL 436.1525(8):

1. One (1) year after the date the conditional license was issued.
2. Twenty (20) business days after the Commission issues an order of approval of the license application that serves as the basis of the conditional license.
3. After all administrative remedies before the Commission have been exhausted when the Commission issues an order of denial of the license application that serves as the basis for the conditional license.
4. When the licensee or conditional licensee notifies the Commission in writing that the initial application should be cancelled.

THIS LICENSE SUPERSEDES ANY AND ALL OTHER LICENSES ISSUED PRIOR TO OCTOBER 17, 2018

BUSINESS ID: 0261963
BALFOUR #2, INC

FILE NUMBER:

355 W WALTON BLVD,
PONTIAC, MI 48340-1058

OAKLAND COUNTY
D-141
PONTIAC CITY

LICENSE #: L-000412096
LICENSE: Specially Designated Merchant

ACT:
MCL 436.1533(5)

TOTAL BARS: 0
DIRECT-CONNECTIONS: 0

OUTDOOR SERVICE AREA:
PASSENGERS:

ROOMS:

PERMIT: Motor Vehicle Fuel Pumps[MCL 436.1541(6)]

IN WITNESS WHEREOF,
this License has been duly signed
and sealed by both the Michigan
Liquor Control Commission and the
Licensee(s).

LIQUOR CONTROL COMMISSION

[Signature]
[Signature: Teri P. Quinby]
[Signature: Gene Chabot]

LICENSEE(S) SIGNATURE(S)

License Effective 10-17-2018 – Expires 10-17-2019

CONDITIONAL

From: Mike Peterson mikerpeterson19151@gmail.com
Subject: BP license
Date: Sep 21, 2018 at 12:57:13 PM
To: jsafie55@aol.com

To whom it may concern,

Though we doubt that Marimont Community Church falls within 500 feet of the BP Station at the corner of Walton and Telegraph, we would not file an objection for a license transfer to their business. We believe BP's possession of the license would be more favorable for the community than a liquor store.

Sincerely,

Pastor Mike Peterson

#15

RESOLUTION

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is effective as of _____, 2019, between the City of Pontiac ("City"), a Michigan municipal corporation, and JBD Indian Hill Ventures, LLC ("Owner"), a Michigan limited liability company.

Recitals:

WHEREAS, the Owner has acquired title to real property commonly known as 50 Wayne, Pontiac, in Oakland County, Michigan ("Property");

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

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

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

WHEREAS, the Owner has submitted an Application for Obsolete Property Rehabilitation Exemption Certificate ("Application") for the Property;

WHEREAS, the City has previously approved an obsolete property rehabilitation district pursuant to Public Act 146 of 2000 as amended ("Act") and the Property is located in such district;

WHEREAS, the City has approved the Application by adopting a resolution granting the Obsolete Property Rehabilitation Exemption Certificate ("OPREC") for a period of twelve (12) years (the "Term"), pending approval also by the Michigan State Tax Commission; and

WHEREAS, the Owner's good faith estimate of the completion date for the Project is September 30, 2020, providing that all necessary permits have been issued by the City's Building Safety Division or its designee and the Owner has received the Economic Development Incentives outlined in Section 9 below on or before October 1, 2019, or extended as outlined in Section 7 (the "Project Completion Date").

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

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

2. **No Preemption.** Unless otherwise expressly provided herein, this Agreement shall not be deemed to waive, preempt, supersede, or render ineffective any applicable municipal or governmental laws, ordinances, codes, regulations or processes, including but not limited to

zoning, economic incentives, taxes, assessments or fees, and Owner shall be subject to all review and approval processes required under the City's ordinances, regulations and rules.

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

A. In order for Owner to proceed with the Project, Owner, in its own discretion, shall have received the Economic Development Incentives outlined in Section 9 below, and shall prepare and submit to the City plans and specifications (the "Plans") for the improvements (each an "Improvement", and collectively, the "Improvements"); provided that no physical Improvements shall be commenced until all necessary permits have been issued by the City's Building Safety Division or its designee.

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

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

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

5. **Community Benefits.**

A. In connection with the redevelopment and construction of each component of the Project, Owner shall implement, or require its general contractor to implement, a local hiring practice which provides a preference for such general contractor, to the extent possible, their subcontractors and suppliers, to hire City residents to perform jobs relating to the redevelopment and construction of the Project. Further, the Owner may retain Pontiac Based Businesses to provide architectural, engineering, environmental and other professional and consulting firms services relating to the redevelopment and construction of the Project. For purposes of this Agreement, a "Pontiac Based Business" shall mean a business that is either (i) headquartered in the City, or (ii) has an office, store or other facility within the City. Owner shall require its general contractor to advertise available on-site jobs in local media and electronically on a City-sponsored website and social media, if such resources exist. In addition, Owner shall consult with and provide written notice to at least two (2) local hiring organizations, which may include non-profit organizations involved in referring eligible applicants for job opportunities, including through the Pontiac Jobs Pipeline which is operated through the City's Economic Development Department. Owner shall require its general contractor to consider in good faith all applications submitted by City residents and businesses and maintain a preference for hiring City residents and businesses that are qualified to perform the on-site jobs relating to the Project and construction of each component of the Project. Owner shall, in its agreements with its general contractor, include a requirement for this local hiring practice, and, in connection therewith, Owner will introduce such contractors to, and encourage such contractors to participate in, the "Community Ventures" program offered by the Michigan Economic Development Corporation. On or before the 10th of each month after the commencement of the Improvements to the Project, Owner shall submit to the City a report ("Report") signed by the Owner's managing member setting forth the results of the

Owner's or its general contractor's implementation of its local hiring practices to hire City residents to perform jobs related to the Project.

B. Owner shall make all efforts to notify residents of the City, discuss the open positions and help City residents find work on the Project and within the organization.

C. Owner shall during its construction process, fix all broken, uneven, sinking sidewalk per the Plan at an estimated cost of Twenty-Two Thousand and 00/100 Dollars (\$22,000.00).

D. Owner agrees to spend not less than Four Million Three Hundred Thousand and 00/100 Dollars (\$4,300,000.00) on the Project (includes hard and soft costs) by the time it is fully complete and occupied.

E. Owner shall have created an economic benefit to the City taxpayers by redeveloping the Project, which will have residents and tenants who will pay income taxes to the City.

6. Revocation of OPREC.

A. Pursuant to Section 12. (1) of the Act, the City may, in its sole discretion and by resolution of Pontiac City Council, revoke the OPREC if the City finds that the completion of rehabilitation of the Property has not occurred within the time authorized by the City as set forth in this Agreement or within a duly authorized extension of that time, or that the Owner has not proceeded in good faith with the operation of the rehabilitated Property in a manner consistent with the purposes of the Act and in the absence of circumstances that are beyond the control of the Owner.

B. Following completion of the rehabilitation of the Property and receipt of a Certificate of Occupancy ("CofO"), Owner agrees that its first floor tenant(s) shall have an average of ten (10) or more full-time employees for the period beginning on the date the CofO is issued and ending on the last day of the sixth (6th) year of the OPREC ("Employment Requirement"). Within thirty (30) days after the end of the sixth year of the OPREC, Applicant will send a written report to the City regarding the Employment Requirement ("Employment Requirement Report").

C. The City agrees that it shall not revoke or terminate the OPREC by resolution at any time during the first six (6) years of the Term; provided, however, if the Employment Requirement is not satisfied, the City may revoke or terminate the OPREC by resolution at the end of the sixth year and after review of the Employment Requirement Report.

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

A. Providing the City is timely in granting of permits and completing all inspections, Owner shall substantially complete repairs to the building enclosure located on the Property, including but not limited to, roof repair or replacement and compromised enclosure and asset preservation as well as commence core and shell reconstruction so that the Property is ready for tenant improvements within three hundred sixty (360) days after issuance of all applicable building permits by the City's Building Safety Division; provided, however, that any time delays caused by the City's Building Safety Division shall be added to the three hundred and sixty (360) days in equal amounts of the days delayed.

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

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

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

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

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

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

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

11. **Notice.** All notices, requests, consents and other communications under this Agreement must be in writing, shall be addressed to the receiving party's address set forth below or to any other address a party may designate by notice under this Agreement, and shall be either

(i) delivered by hand, (ii) sent by nationally recognized overnight courier, or (iii) sent by certified mail, postage prepaid:

If to City:

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

If to Owner:

JBD Indian Hill Ventures, LLC
300 E. Long Lake Rd., Ste. 280
Bloomfield Hills, MI 48304
Attention: J. B. Davies, Manager
Telephone: 248-646-4030

SIGNATURE PAGE FOLLOWS:

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

CITY:

CITY OF PONTIAC, a Michigan
municipal corporation

By: _____
Deirdre Waterman
Its: Mayor

Date: April ____, 2019

OWNER:

JBD INDIAN HILL VENTURES, LLC,
a Michigan limited liability company

By: _____
J. B. Davies
Its: Manager

Date: April ____, 2019

#16

RESOLUTION



**Resolution Requesting the Oakland County Brownfield Redevelopment Authority to
Review the 50 Wayne Street**

WHEREAS the City of Pontiac has a Brownfield project known as 50 Wayne Street that it would like to have reviewed and processed by the Oakland County Brownfield Redevelopment Authority;

WHEREAS the City of Pontiac has a Brownfield Authority but desires to have the Oakland County Brownfield Redevelopment Authority handle the 50 Wayne Street;

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

WHEREAS the Oakland County Brownfield Redevelopment Authority is prepared to assist the City of Pontiac by reviewing the proposed 50 Wayne Street, provided that the City of Pontiac acknowledges certain rights that the Oakland County Brownfield Redevelopment Authority has, to wit:

- OCBRA intends to collect an administrative fee of \$2,000.00 per year for the length of the Brownfield plan; and

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

NOW BE IT THEREFORE RESOLVED that the City of Pontiac requests that the OCBRA undertake review of the 50 Wayne Street.

**OAKLAND COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY**

BROWNFIELD PLAN

**URBANE INDIAN HILLS
LOCATED AT 50 WAYNE STREET
PONTIAC, MICHIGAN**

April 3, 2019

Approved by BRA:

Approved by Board of Commissioners:

Prepared on Behalf of:

JBD Indian Hill Ventures, LLC
300 East Long Lake Road, Suite 280
Bloomfield Hills, MI 48304
Contact Person: Mr. JB Davies
Telephone: (248)515-3947

Prepared By:

PM Environmental, Inc.
4080 West Eleven Mile Road
Berkley, Michigan 48072
Contact Person: Elizabeth Masserang
Telephone: (248) 414-1441



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APPENDICIES

Appendix A	Legal Description
Appendix B	Property Location Boundary
Appendix C	Preliminary Site Plans and Renderings
Appendix D	Documentation of Eligibility

TABLES

Table 1: Estimated Costs of Eligible Activities
Table 2: Tax Increment Revenue Capture Estimates
Table 3: Tax Increment Reimbursement Estimates

PROJECT SUMMARY

Project Name:	Urbane Indian Hill
Project Location:	The property is located at 50 Wayne Street in Township three north (T.3N), Range ten east (R.10E), Section 29, Pontiac, Oakland County Michigan 48342 (the "Property").
Type of Eligible Property:	The property is determined to be "Functionally Obsolete"
Eligible Activities:	Pre-Approved Activities, Demolition, Asbestos Containing Materials (ACM) and Mold Abatement, Infrastructure Improvements, and Preparation of a Brownfield Plan and Act 381 Work Plan.
Developer Reimbursable Costs:	\$386,260 (includes eligible activities and 15% contingency)
Years to Complete Reimbursement:	Approximately 26 Years from start of capture
Estimated Capital Investment:	Approximately \$4.5 million (including Hard and Soft Costs)
Project Overview:	This project includes selective building demolition and complete rehabilitation, including but not limited to new electrical and plumbing, new heating, cooling and ventilation systems, new energy efficient windows and doors, construction of balconies or patios for certain units, kitchen and bathroom cabinetry, appliances and fixtures, elevator upgrades, a new access stairwell for the upper and lower units, and repairs to the building structure as needed. It is estimated that 30-40 construction jobs will be created, and that property maintenance and the the first floor office/retail space will provide an additional 25 jobs. Floors two through four will house 25 loft-style apartment units consisting of micro, studio, and one-bedroom sized spaces. The increase in jobs and addition of residents living within the development will result in an increase of City tax income revenue

I. INTRODUCTION AND PURPOSE

In order to promote the revitalization of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of Oakland County ("the County"), the County has established the Oakland County Brownfield Redevelopment Authority (OCBRA) the "Authority" pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended ("Act 381").

The purpose of this Brownfield Plan (the "Plan") is to promote the redevelopment of and investment in the eligible "Brownfield" Property within the City and to facilitate financing of eligible activities at the Brownfield Property. Inclusion of Brownfield Property within any Plan in the City will facilitate financing of eligible activities at eligible properties, and will provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as "Brownfields." By facilitating redevelopment of the Brownfield Property, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

The identification or designation of a developer or proposed use for the Brownfield Property that is subject to this Plan shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the eligible property identified in this Plan and, to identify and authorize the eligible activities to be funded. Any change in the proposed developer or proposed use of the eligible property shall not necessitate an amendment to this Plan, affect the application of this Plan to the eligible property, or impair the rights available to the Authority under this Plan.

This Plan is intended to be a living document, which may be modified or amended in accordance with and as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains information required by Section 13(2) of Act 381, as amended.

II. GENERAL PROVISIONS

A. Description of the Eligible Property (Section 13 (2)(h)) and Project

The Eligible Property consists of one (1) legal parcel totaling approximately 0.29 acres with a street address of 50 Wayne Street, Pontiac, Oakland County, Michigan. The parcel and all tangible personal property located thereon will comprise the eligible property and is referred to herein as the "Property."

The Property is located on the West Lawrence Street corridor, bounded by Wayne Street to the west, the property line to the north, the alley between North Saginaw Street and Wayne Street to the east, and West Lawrence Street to the south. Individual parcel information is outlined below.

JBD Indian Hill Ventures, LLC, or any affiliate, or such other developer as approved by the Authority, are collectively the project developer ("Developer").

JBD Indian Hill Ventures, LLC was founded in 2018 and is managed jointly by JB Davies and Fred Blechman. JB Davies has spent his entire career in real estate, beginning as a Tax Specialist in 1983. From his humble beginnings, JB Davies was named in the 1993 "40 Under 40" issue of Crain's Detroit Business and recognized that same year by Detroit Monthly Magazine

among 75 individuals who have or will have an influence on the future of the City of Detroit. His work since 1996 has consisted of acquiring and developing commercial properties. Fred Blechman had a vision in 1974 while working in his father's hardware store. He followed that vision which led to the creation of Management Supply Company (MSC), an apartment supply company he founded in Michigan. After years of success, MSC was sold to a company seeking to create a national distribution network. Entering real estate for himself following the sale of MSC, Fred Blechman began purchasing and redeveloping real estate throughout metro-Detroit. In 2003, Creative Urbane was formed for the purpose of purchasing, renovating, and marketing the properties under the Urbane Apartments brand. They have completed 15 properties to-date and are currently redeveloping a building in midtown-Detroit. The proposed project outlined within this plan is part of continued efforts by JB Davies and Fred Blechman to invest within the City of Pontiac.

The parcel is currently zoned C-2 Downtown, the Property is commercially developed with a 26,880 square foot vacant office building in an area characterized by commercial and warehouse uses. The zoning is anticipated to remain the same and permits the proposed future use.

Standard and other historical sources were able to document that the property was developed prior to 1888 with a portion of the current building in the southwestern portion and a stable in the northeastern portion. Several additions were constructed to the original portion of the building between the late 1800s and 1940. Additionally, the former eastern portion of the building was demolished between 1924 and 1940 and the eastern portion was converted to a parking lot. However, a basement under the northeastern portion of the property/parking lot remains.

The property was occupied by Pontiac Electric Light and Power Co. and/or Pontiac Lighting Co. from prior to 1888 until between 1915 and 1919, and operations included power generation utilizing four dynamos and two engines. Fuel sources included coal and fuel oil (stored in a former shed located in the northern portion between at least 1909 and 1919), and the dynamos and engines were historically located in the western and central portions of the building. By 1919, power generation operations had ceased on the property and the building was converted to office use.

The building was occupied by Consumers Power Company and utilized as an office and sales building from at least 1919 until 1970. The building was utilized as a multi-tenant office space for various non-profit, County, and medical organizations as well as by Michigan Bell Telephone from at least 1975 until 2014. The building has been vacant since 2014.

The Property's legal description is included in Appendix A. Property location maps are included in Appendix B.

The proposed redevelopment includes selective building demolition, keeping as close to the original floor plan as possible, to prepare for new electrical and plumbing, new heating, cooling and ventilation systems, new energy efficient windows and doors, construction of balconies or patios for certain units, kitchen and bathroom cabinetry, appliances and fixtures, elevator upgrades, a new access stairwell for the upper and lower units, and repairs to the building structure as needed. The project is anticipated to bring much-needed residential space to Pontiac's downtown and will serve as a catalyst for further redevelopment of numerous vacant and blighted properties along the West Lawrence Street, Wayne Street, and North Saginaw Street corridors and in surrounding neighborhoods. Additionally, the Developer intends to make improvements on the west adjoining surface parking lot for resident and tenant parking, however, those parcels are not included within this plan.

Demolition activities are anticipated to begin in Fall 2019 with new construction and renovations to take place in 2019 and into 2020. Project completion is anticipated by the end of 2020. The private developer will invest an estimated \$4.5 million in the development and create approximately 30-40 construction jobs and create space for future permanent office and/or retail jobs.

Preliminary site plans and renderings are included in Appendix C.

B. Basis of Eligibility (Section 13 (2)(h) and Section 2(u))

The Property is considered "Eligible Property" as defined by Act 381, Section 2 because: (a) it was previously utilized or is currently utilized for a commercial purpose; and, (b) the parcel comprising the Property has been determined to be a "functionally obsolete" by a Michigan Master Assessing Officer (MMAO) (formerly Level IV) as described below.

The Property was determined to be obsolete due to the following conditions:

- Extensive deferred maintenance
- All interior floors are in extremely poor condition
- Presence and piles of construction debris
- Repair and replacement of interior walls, flooring, ceiling tiles, lighting and windows is necessary
- All mechanical, including heating and cooling, fire suppression, elevator and electrical system, require upgrading and/or replacement
- Basement foundation has sustained water damage

The functional obsolescence determination is provided in Appendix D.

C. Summary of Eligible Activities and Description of Costs (Sec. 13 (2)(a-b))

Tax Increment Financing revenues will be used to reimburse the costs of "eligible activities" (as defined by Section 2 of Act 381) as permitted under the Brownfield Redevelopment Financing Act that include: Pre-Approved Activities, Demolition, Asbestos and Lead Activities, Infrastructure Improvements, and preparation of a Brownfield Plan and Act 381 Work Plan. A complete itemization of these activities and associated expenses is included in Table 1.

The following eligible activities and budgeted costs are intended as part of the development of the property and are to be financed solely by the developer. All activities are intended to be "Eligible Activities" under the Brownfield Redevelopment Financing Act. The Authority is not responsible for any cost of eligible activities and will incur no debt.

1. Pre-Approved Activities include a Phase I Environmental Site Assessment (ESA), Phase II ESA/Baseline Environmental Assessment (BEA)/Documentation of Due Care Compliance (DDCC) as required as part of the pre-purchase due diligence conducted on the property at a total cost of \$11,830.
2. Demolition Activities includes selective demolition within the building and fees related to demolition engineering and design at an estimated of \$152,640.

3. Asbestos and Lead Activities includes asbestos containing materials (ACM) and lead-based paint (LBP) abatement, oversight, air monitoring and associated reporting at an estimated cost of \$133,560.
4. Infrastructure Improvements include side walk improvements and related professional fees at an estimated cost of \$22,000.
5. Preparation and implementation of the Brownfield Plan and Act 381 Work Plan (if necessary) and associated activities (e.g. meetings with BRA, review by City Attorney etc.) at a cost of approximately \$20,000.
6. A 15% contingency of \$46,230 is established to address unanticipated environmental and/or other conditions that may be discovered through the implementation of site activities. This excludes the cost of Baseline Environmental Assessment Activities and preparation of the Brownfield Plan and Act 381 Work Plan.

All activities are intended to be "Eligible Activities" under the Brownfield Redevelopment Financing Act. The total estimated cost of Eligible Activities subject to reimbursement from tax increment revenues is \$340,030 with a potential \$46,230 contingency, resulting in a total cost of \$386,260.

Therefore, the total cost for reimbursement to the applicant is a not-to-exceed amount of \$386,260 (including contingency), unless the Plan is amended and approved by the OCBRA and the Board of Commissioners.

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec. 13 (2)(c))

Incremental taxes on real and personal property included in the redevelopment project will be captured under this Plan to reimburse eligible activity expenses. The base taxable value of the Property shall be determined by the use of the 2018 tax year tax value, which is \$143,470. Tax increment revenue capture will begin when tax increment is generated by redevelopment of the Property, which is expected to begin in 2020 or when full redevelopment is completed, whichever occurs first. The estimated taxable value of the completed development is \$553,010. This assumes a two-year phase-in for completion of the redevelopment, which has been incorporated into the tax increment financing assumptions for this Plan. An annual increase in taxable value of 1% has been used for calculation of future tax increments in this Plan. Table 2 details the estimate of captured tax increment revenues for each year of the Plan from the eligible property.

The OCBRA has established a Local Brownfield Revolving Fund (LBRF). Capture for the LBRF is included in this plan for one year following developer reimbursement, currently estimated at \$10,409. The funds deposited into the LBRF as part of this Plan will be used in accordance with the requirements of Act 381, as amended.

Payment of Brownfield Redevelopment Authority Administrative Fees will occur prior to reimbursement of the Developer.

E. Method of Brownfield Plan Financing and Description of Advances by the Municipality (Sec. 13 (2)(d))

Eligible activities will be financed by the Developer. The Developer will be reimbursed for eligible costs as described in Section C and outlined in Table 1. Costs for Eligible Activities funded by

the Developer will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by future development of the property. The estimated amount of tax increment revenue capture that will be used to reimburse the State Brownfield Fund, Developer and Brownfield Redevelopment Authority is not to exceed \$473,832. This includes Brownfield Redevelopment Authority Administrative fees.

No advances will be made by the Authority for this project. All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement.

F. Maximum Amount of Note or Bonded Indebtedness (Sec. 13 (2)(e))

No note or bonded indebtedness will be incurred by any local unit of government for this project.

G. Duration of Brownfield Plan (Sec. 13 (2)(f))

In no event shall the duration of the Plan, exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Plan. The Property will become part of this Plan on the date this Plan is approved by the Oakland County Board of Commissioners.

H. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Sec. 13 (2)(g))

Taxes will continue to be generated for taxing jurisdictions on local and school captured millages at the base taxable value of the Ad Valorem parcel throughout the duration of this Plan totaling approximately \$121,248.99

Non-capturable millages; including the zoo authority, art institute, and MESSA judgement will provide new tax revenue of approximately \$2,110 throughout the duration of this Plan following the expiration of the proposed Obsolete Property Rehabilitation Act (OPRA) tax abatement being sought.

See Table 2 for a complete breakdown of available tax increment revenue and Table 3 for the estimated annual reimbursement.

I. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property (Sec. 13 (2)(h))

The legal description of the Property included in this Plan is attached in Appendix A.

Property location maps are included in Appendix B.

Documentation of characteristics that qualify the property as eligible property is provided in Appendix D.

Personal property is included in this plan.

J. Displacement/Relocation of Individuals on Eligible Property (Sec. 13 (2)(i-l))

The property is currently unoccupied. No displacement of residents or families is expected as part of this project.

K. Other Material that the Authority or Governing Body Considers Pertinent (Sec. 13 (2)(m))

The Brownfield Redevelopment Authority and the Board of Commissioners as the Governing Body, in accordance with the Act, may amend this Plan in order to fund additional eligible activities associated with the Project described herein.

Appendix A

Legal Description: 50 Wayne Street
Parcel Number: 64-14-29-433-003

T3N, R10E, SEC 29 ASSESSOR'S PLAT NO. 113 LOT 3

50 WAYNE ST PONTIAC, MI 48342-2159 (Property Address)

Parcel Number: 64-14-29-433-003



Item 1 of 1

0 Images / 1 Sketch

Property Owner: JBD INDIAN HILL VENTURES**Summary Information**

- > Commercial/Industrial Building Summary
 - Yr Built: 1920
 - # of Buildings: 1
 - Total Sq.Ft.: 26,880
- > Property Tax information found
- > Assessed Value: \$146,060 | Taxable Value: \$140,520
- > 9 Building Department records found

Owner and Taxpayer Information

Owner JBD INDIAN HILL VENTURES **Taxpayer** SEE OWNER INFORMATION
 300 E LONG LAKE RD STE 380
 BLOOMFIELD HILLS, MI 48304-2374

General Information for Tax Year 2017

Property Class	201 Bus Imp	Unit	64 City of Pontiac
School District	210 Pontiac City Schools	Assessed Value	\$146,060
ITOnly	POST	Taxable Value	\$140,520
PPBusCode	0	State Equalized Value	\$146,060
User Alpha 1	Not Available	Date of Last Name Change	03/05/2018
User Alpha 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
User Alpha 2	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2018	0.0000 %	-
2017	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2016	\$139,270	\$139,270	\$139,270
2015	\$134,650	\$134,650	\$133,430
2014	\$131,330	\$131,330	\$131,330

Land Information

Zoning Code	BV	Total Acres	0.294
Land Value	\$27,540	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	E.C.F. Table COF office 100 parcels	Mortgage Code	01129
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	90.72 ft	141.23 ft
Total Frontage: 90.72 ft		Average Depth: 141.23 ft

Legal Description

T3N, R10E, SEC 29 ASSESSOR'S PLAT NO. 113 LOT 3

Land Division Act Information

Date of Last Split/Combine	<i>No Data to Display</i>	Number of Splits Left	0
Date Form Filed	<i>No Data to Display</i>	Unallocated Div.s of Parent	0
Date Created	<i>No Data to Display</i>	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	<i>Not Available</i>
Split Number	0	Courtesy Split	<i>Not Available</i>
Parent Parcel	<i>No Data to Display</i>		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
02/27/2015	\$1.00	WD	RE FUND UNITED	SCHAFFER DEVELOPMENT	2-\$1orNoConsiderath	47960:042
10/30/2012	\$210,000.00	D	UNITED WAY FOR SOUTHEASTERN MI	RE FUND UNITED	1-ValidSale	44969:631

Building Information - 26880.00 sq ft Office Buildings (Commercial)

Floor Area	26,880 sq ft	Estimated TCV	<i>Not Available</i>
Occupancy	Office Buildings	Class	C
Stories Above Ground	4	Average Story Height	12 ft
Basement Wall Height	0 ft	Identical Units	<i>Not Available</i>
Year Built	1920	Year Remodeled	<i>Not Available</i>
Percent Complete	100%	Heat	No Heating or Cooling
Physical Percent Good	40%	Functional Percent Good	50%
Economic Percent Good	100%	Effective Age	50 yrs

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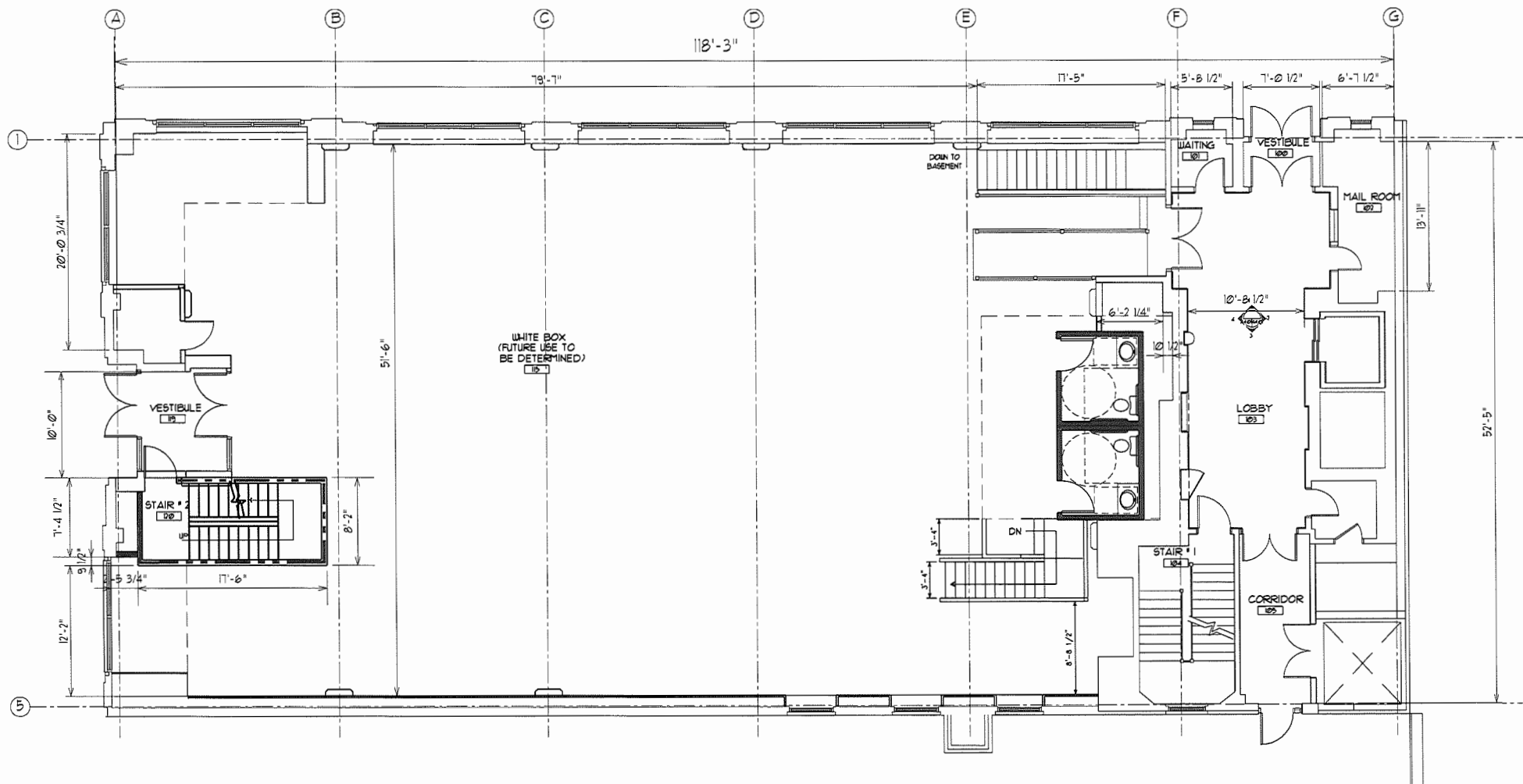
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Appendix B



Appendix C





ARCHITECTS
PLANNERS
INTERIOR DESIGN
**SCOTT MONCHNIK
& ASSOCIATES, INC.**

1700 STUTZ DRIVE
SUITE 104-B
TROY, MICHIGAN
48064
TEL: 248-654-1010
FAX: 248-654-3002
SCOTT@SMAARCH.COM



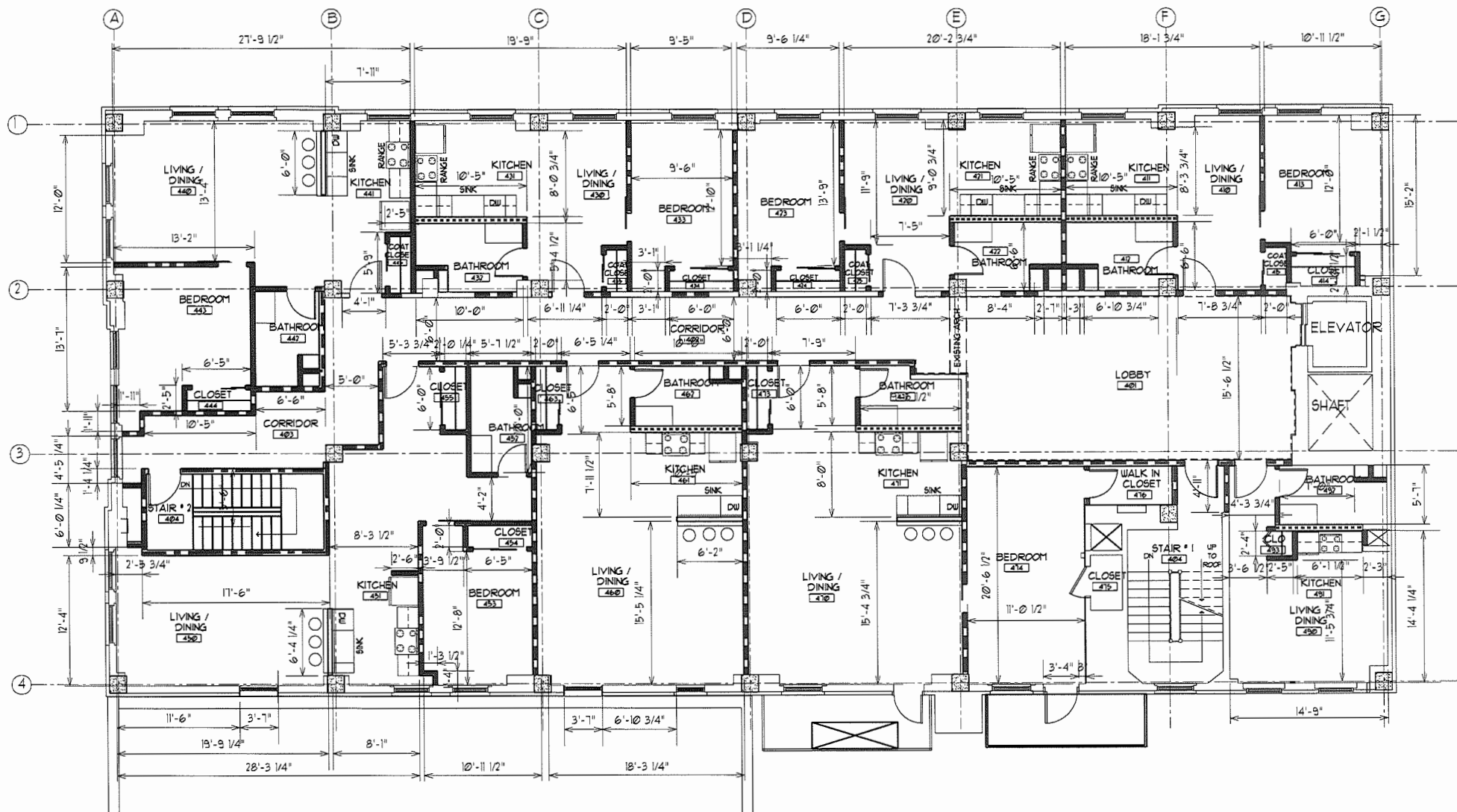
FIRST FLOOR PLAN

NO SCALE

50 WAYNE ROAD

17080 15 MARCH 19

PONTIAC, MICHIGAN



ARCHITECTS
PLANNERS
INTERIOR DESIGN
**SCOTT MONCHNIK
& ASSOCIATES, INC.**

1700 STUTZ DRIVE
SUITE 104-B
TROY, MICHIGAN
48064
TEL: 248-654-1010
FAX: 248-654-3002
SCOTT@SMAARCH.COM



NORTH

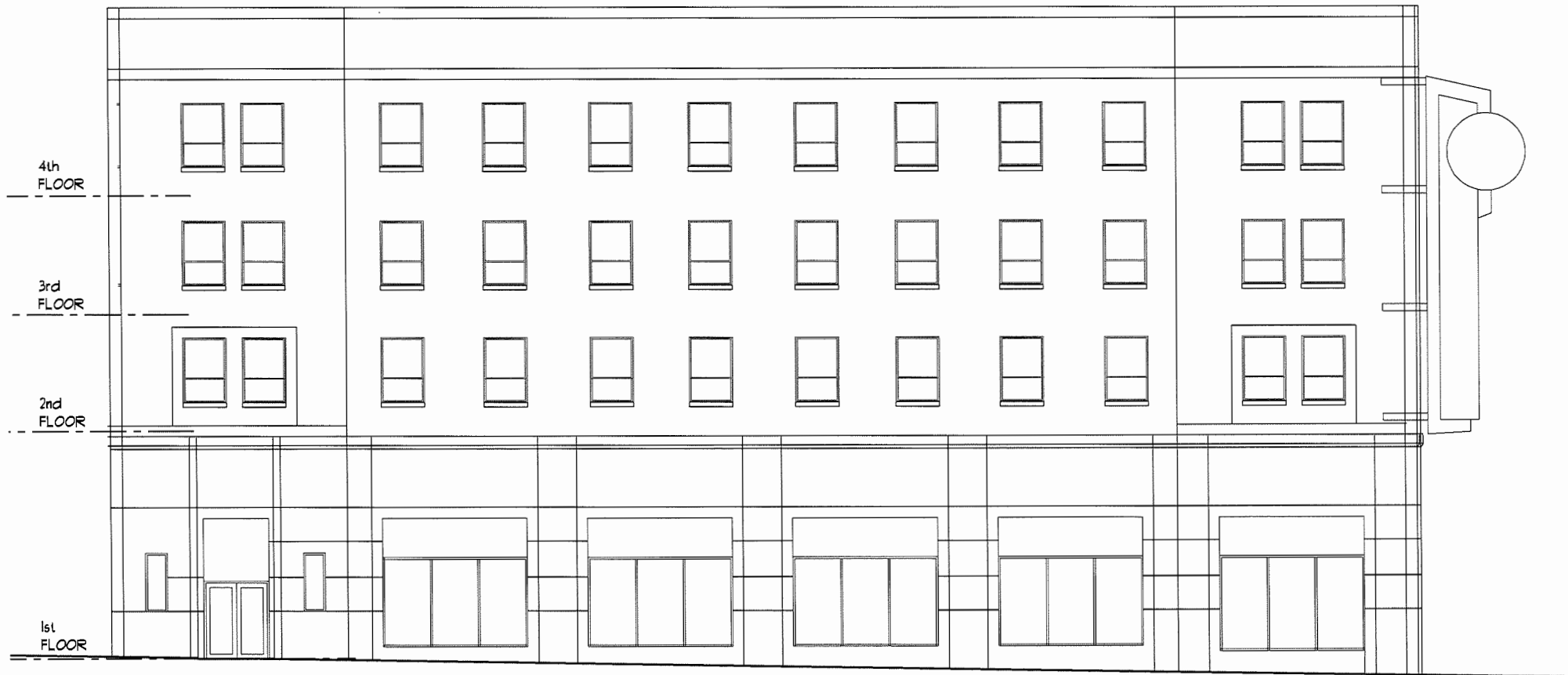
FOURTH FLOOR PLAN

NO SCALE

50 WAYNE ROAD

17080 15 MARCH 19

PONTIAC, MICHIGAN



ARCHITECTS
PLANNERS
INTERIOR DESIGN
**SCOTT MONCHNIK
& ASSOCIATES, INC.**

1700 STUTZ DRIVE
SUITE 104-B
TROY, MICHIGAN
48084
TEL: 248-654-1010
FAX: 248-654-3002
SCOTT@SMAARCH.COM

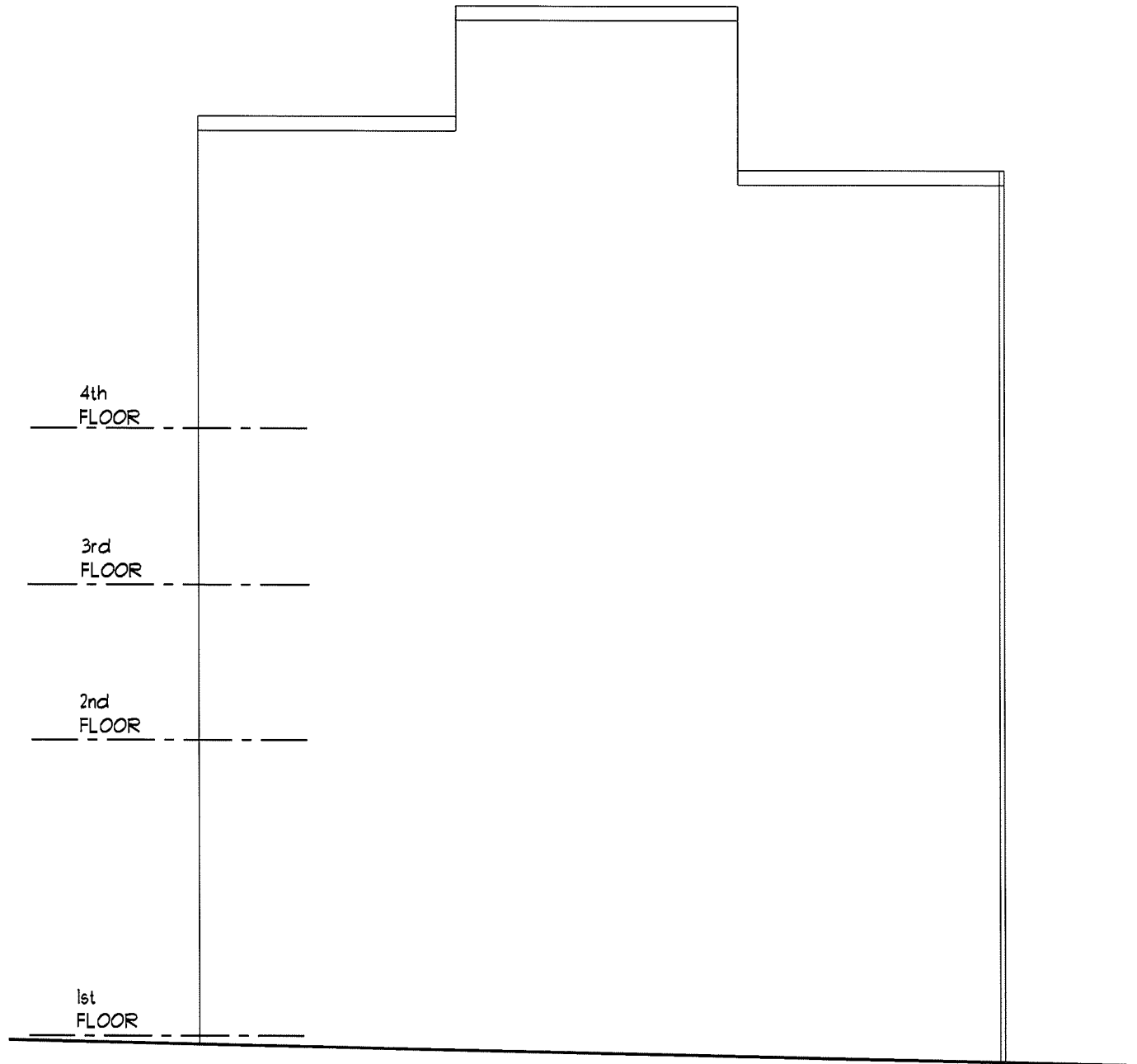
FRONT (WEST) ELEVATION

NO SCALE

50 WAYNE ROAD

17080 15 MARCH 19

PONTIAC, MICHIGAN




ARCHITECTS
PLANNERS
INTERIOR DESIGN
**SCOTT MONCHNIK
& ASSOCIATES, INC.**

1700 STUTZ DRIVE
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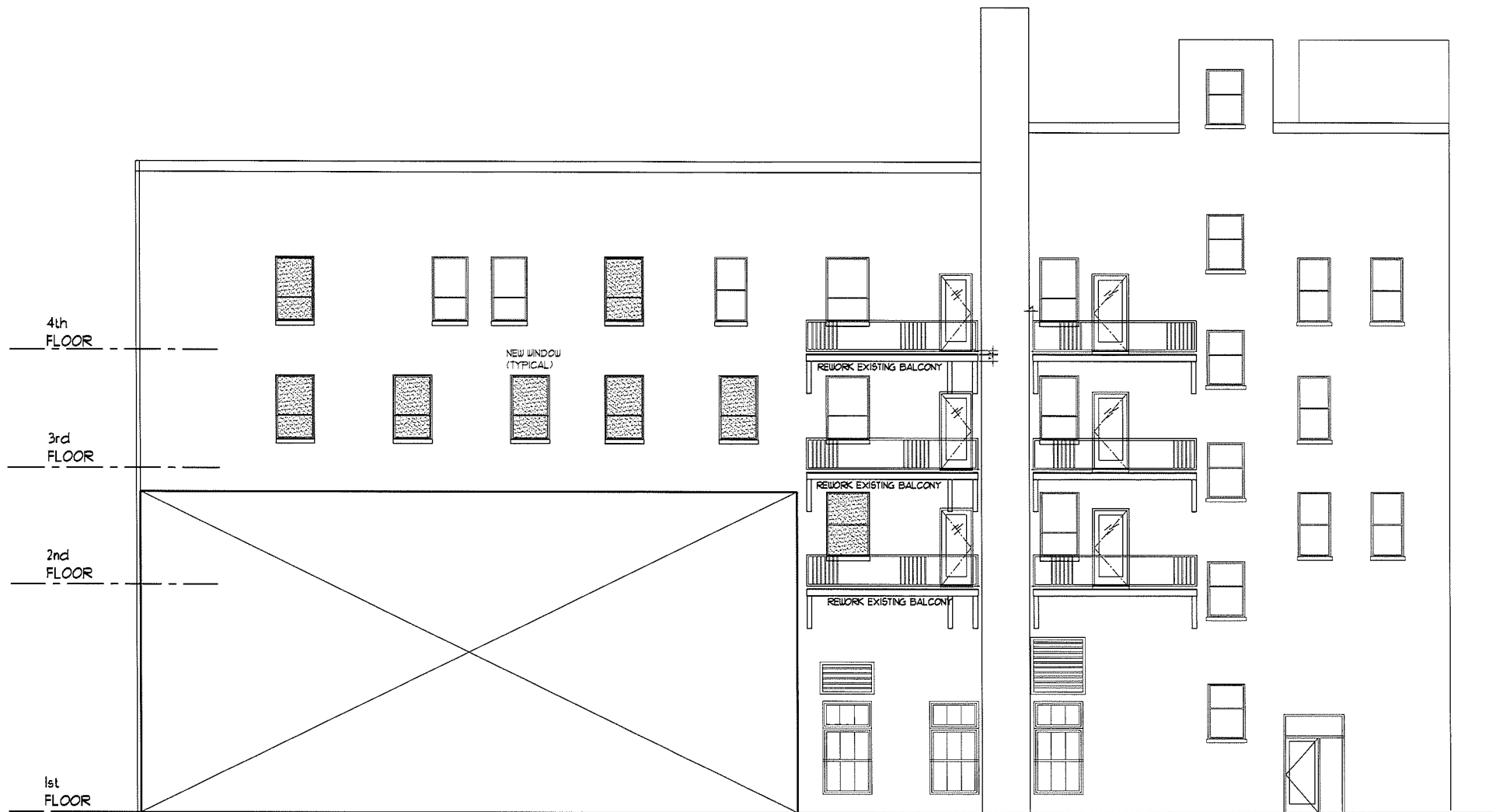
LEFT SIDE (NORTH) ELEVATION

NO SCALE

50 WAYNE ROAD

17080 15 MARCH 19

PONTIAC, MICHIGAN



ARCHITECTS
PLANNERS
INTERIOR DESIGN
**SCOTT MONCHNIK
& ASSOCIATES, INC.**

1700 STUTZ DRIVE
SUITE 104-B
TROY, MICHIGAN
48064
TEL: 248-654-1010
FAX: 248-654-3002
SCOTT@SMAARCH.COM

REAR (EAST) ELEVATION

NO SCALE

50 WAYNE ROAD

17080 15 MARCH 13

PONTIAC, MICHIGAN



ARCHITECTS
PLANNERS
INTERIOR DESIGN
**SCOTT MONCHNIK
& ASSOCIATES, INC.**

1700 STUTZ DRIVE
SUITE 104-B
TROY, MICHIGAN
48064
TEL: 248-654-1010
FAX: 248-654-3002
SCOTT@SMAARCH.COM

RIGHT SIDE (SOUTH) ELEVATION
NO SCALE

17080 15 MARCH 19

50 WAYNE ROAD

PONTIAC, MICHIGAN

Appendix D



AFFIDAVIT

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

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

I, David M. Hieber, MMAO (4), am the Assessor for the City of Pontiac, Oakland County, Michigan and make this affidavit in conjunction with an application under the Obsolete Property Rehabilitation Act (OPRA), PA 146 of 2000, as amended, for a commercial building and land improvements located at 50 Wayne Street, City of Pontiac, Oakland County, Michigan. The related parcel identified as follows: Parcel No. 64-14-29-433-003.

I, Jane Walsh MAAO (3), did on March 20, 2019 inspect the above referenced parcel in the City of Pontiac and issue the following opinion:


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


The current building is a four-story, 26,880 square foot office building with basement foundation. The entire building has suffered from extensive deferred maintenance over the last ten years. All interior floors are in extremely poor condition. Prior owner left many areas unfinished and in post-demolition condition. Piles of construction debris including insulation, ceiling tiles, and plaster are left exposed throughout the building. The entire structure will require repair or replacement of interior walls, flooring, ceiling tiles, lighting and windows. All mechanicals, including heating and cooling, fire suppression, elevator and electrical system, require upgrading and/or replacement. Some of the building contains asbestos which will require assessment and removal. The basement foundation has sustained water damage and as a result currently has areas of mold which will require remediation. All parking areas require resurfacing and remarking.

In the opinion of the Assessor, because of the many building deficiencies including overall condition, mechanical systems and parking repair, combined with possible asbestos and mold remediation, the property suffers more than 50% functional obsolescence.

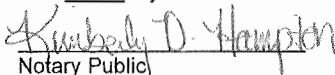
I, David M. Hieber, after inquiry and review of the findings of Jane Walsh, as well as, review of records of the City of Pontiac related to this property find the above property functionally obsolete.

Further deponents sayeth not.


David M. Hieber


Jane Walsh

Subscribed and sworn to before me
This 22nd day of March 2019


Notary Public

Oakland County, Michigan
My Commission Expires: 9-14-25
Acting in the County of Oakland

Tables

Table 1: Eligible Activities Cost Estimates

Item/Activity	Total Request	MSF Act 381 Eligible Activities	MDEQ Act 381 Eligible Activities
Pre-Approved Activities			
Phase I ESA	\$ 4,000		\$ 4,000
Phase II ESA/BEA/DDCC	\$ 7,830		\$ 7,830
Pre-Approved Activities Sub-Total	\$ 11,830	\$ -	\$ 11,830
Demolition			
Building Demolition Activities	\$ 144,000	\$ 144,000	
Related Professional Fees	\$ 8,640	\$ 8,640	
Demolition Sub-Total	\$ 152,640	\$ 152,640	\$ -
Asbestos, Lead, and/or Mold Abatement			
Asbestos and Mold Abatement	\$ 126,000	\$ 126,000	
Related Professional Fees	\$ 7,560	\$ 7,560	
Asbestos and Lead Activities Sub-Total	\$ 133,560	\$ 133,560	\$ -
Infrastructure Improvements			
Side Walk Improvements	\$ 21,000	\$ 21,000	
Related Professional Fees	\$ 1,000	\$ 1,000	
Infrastructure Sub-Total	\$ 22,000	\$ 22,000	\$ -
Preparation of Brownfield Plan and Act 381 Workplan			
Brownfield Plan/381 Work Plan	\$ 15,000	\$ 15,000	
Brownfield Plan /381 Work Plan Implementation	\$ 5,000	\$ 5,000	
Brownfield Plan and Act 381 Workplan Sub-Total	\$ 20,000	\$ 20,000	\$ -
Eligible Activities Sub-Total	\$ 340,030	\$ 328,200	\$ 11,830
15% Contingency*	\$ 46,230	\$ 46,230	\$ -
Developer Eligible Reimbursement Total	\$ 386,260	\$ 374,430	\$ 11,830
TIF Capture for Local Brownfield Revolving Fund	\$ 10,409	\$ -	\$ -
Administrative Fee	\$ 52,000	\$ -	\$ -
State Brownfield Fund	\$ 25,163	\$ -	\$ -
Total	\$ 473,832	\$ 374,430	\$ 11,830

*15% Contingency excludes preparation of Brownfield Plan/381 Work Plan and Pre-Approved Activities

Tax Increment Revenue Capture Estimates - Table 2
50 Wayne Street, Pontiac;
Oakland County, Michigan
April 9, 2019

		Estimated Taxable Value (TV) Increase Rate: 1% per year															
Plan Year: 0		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Calendar Year	2018	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Ad Valorem Parcel Base Value	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470
Ad Valorem	\$ -	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470	\$ 14,470
OPRA Frozen (all millages)	\$ -	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630
OPRA Rehab (school millages only)	\$ -	\$ -	\$ 411,380	\$ 415,494	\$ 419,649	\$ 423,845	\$ 428,084	\$ 432,365	\$ 436,688	\$ 441,055	\$ 445,466	\$ 449,920	\$ 454,419	\$ -	\$ -	\$ -	\$ -
Brownfield																	
Ad Valorem Increment Growth	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 473,155	\$ 479,321	\$ 485,549	\$ 491,839
OPRA Frozen Incremental Growth (All Millages)	\$ -	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ 141,630	\$ -	\$ -	\$ -	\$ -
OPRA Rehab Incremental Growth (School Millage Only)	\$ -	\$ -	\$ 411,380	\$ 415,494	\$ 419,649	\$ 423,845	\$ 428,084	\$ 432,365	\$ 436,688	\$ 441,055	\$ 445,466	\$ 449,920	\$ 454,419	\$ -	\$ -	\$ -	\$ -
School Capture																	
State Education Tax (SET)	6.0000	\$ 850	\$ 3,318	\$ 3,343	\$ 3,368	\$ 3,393	\$ 3,418	\$ 3,444	\$ 3,470	\$ 3,496	\$ 3,523	\$ 3,549	\$ 3,576	\$ 2,839	\$ 2,876	\$ 2,913	\$ 2,951
School Operating Tax	18.0000	\$ 2,549	\$ 9,954	\$ 10,028	\$ 10,103	\$ 10,179	\$ 10,255	\$ 10,332	\$ 10,410	\$ 10,488	\$ 10,568	\$ 10,648	\$ 10,729	\$ 8,517	\$ 8,628	\$ 8,740	\$ 8,853
School Total	24.0000	\$ 3,399	\$ 13,272	\$ 13,371	\$ 13,471	\$ 13,571	\$ 13,673	\$ 13,776	\$ 13,880	\$ 13,984	\$ 14,090	\$ 14,197	\$ 14,305	\$ 11,356	\$ 11,504	\$ 11,653	\$ 11,804
Local Capture																	
County Operating	4.0400	\$ 572	\$ 572	\$ 572	\$ 572	\$ 572	\$ 572	\$ 572	\$ 572	\$ 572	\$ 572	\$ 572	\$ 572	\$ 1,912	\$ 1,936	\$ 1,962	\$ 1,987
OIS Allocated	0.1950	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 92	\$ 93	\$ 95	\$ 96
OIS Voted	3.0863	\$ 437	\$ 437	\$ 437	\$ 437	\$ 437	\$ 437	\$ 437	\$ 437	\$ 437	\$ 437	\$ 437	\$ 437	\$ 1,460	\$ 1,479	\$ 1,499	\$ 1,518
OCC Voted	1.5431	\$ 219	\$ 219	\$ 219	\$ 219	\$ 219	\$ 219	\$ 219	\$ 219	\$ 219	\$ 219	\$ 219	\$ 219	\$ 730	\$ 740	\$ 749	\$ 759
City Operating	11.2691	\$ 1,596	\$ 1,596	\$ 1,596	\$ 1,596	\$ 1,596	\$ 1,596	\$ 1,596	\$ 1,596	\$ 1,596	\$ 1,596	\$ 1,596	\$ 1,596	\$ 5,332	\$ 5,402	\$ 5,472	\$ 5,543
Cap Imp	1.4085	\$ 199	\$ 199	\$ 199	\$ 199	\$ 199	\$ 199	\$ 199	\$ 199	\$ 199	\$ 199	\$ 199	\$ 199	\$ 666	\$ 675	\$ 684	\$ 693
Sanitation	2.8171	\$ 399	\$ 399	\$ 399	\$ 399	\$ 399	\$ 399	\$ 399	\$ 399	\$ 399	\$ 399	\$ 399	\$ 399	\$ 1,333	\$ 1,350	\$ 1,368	\$ 1,386
Library	0.5956	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 473	\$ 479	\$ 485	\$ 492
Seniors Services	0.4998	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 236	\$ 240	\$ 243	\$ 246
County Pk & Rec	0.2349	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 111	\$ 113	\$ 114	\$ 116
HCMA	0.2129	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 101	\$ 102	\$ 103	\$ 105
Sinking Fund	2.8700	\$ 406	\$ 406	\$ 406	\$ 406	\$ 406	\$ 406	\$ 406	\$ 406	\$ 406	\$ 406	\$ 406	\$ 406	\$ 1,358	\$ 1,376	\$ 1,394	\$ 1,412
OCPTA	1.0000	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 142	\$ 473	\$ 479	\$ 486	\$ 492
Youth Center	1.4994	\$ 212	\$ 212	\$ 212	\$ 212	\$ 212	\$ 212	\$ 212	\$ 212	\$ 212	\$ 212	\$ 212	\$ 212	\$ 709	\$ 719	\$ 728	\$ 737
Local Total	31.6757	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 14,988	\$ 15,183	\$ 15,380	\$ 15,579
Non-Capturable Millages																	
Zoo Authority (County)	0.0982	\$ 14	\$ 14	\$ 14	\$ 14	\$ 14	\$ 14	\$ 14	\$ 14	\$ 14	\$ 14	\$ 14	\$ 14	\$ 46	\$ 47	\$ 48	\$ 49
Art Institute (County)	0.1945	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 28	\$ 92	\$ 93	\$ 94	\$ 95
MESSA Judgment*	0.4000	\$ 57	\$ 57	\$ 57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Capturable Taxes	0.6927	\$ 98	\$ 98	\$ 98	\$ 41	\$ 41	\$ 41	\$ 41	\$ 41	\$ 41	\$ 41	\$ 41	\$ 41	\$ 138	\$ 140	\$ 142	\$ 144
Total Capturable Millages	55.6757																
Total Tax Increment Revenue (TIR) Available for Capture	\$ 7,885	\$ 17,758	\$ 17,857	\$ 17,957	\$ 18,058	\$ 18,159	\$ 18,262	\$ 18,366	\$ 18,471	\$ 18,577	\$ 18,683	\$ 18,791	\$ 18,898	\$ 26,343	\$ 26,687	\$ 27,033	\$ 27,383
OPRA Expiration																	

Tax Increment Revenue Capture Estimates - Table 2
50 Wayne Street, Pontiac;
Oakland County, Michigan
April 9, 2019

Estimated Taxable Value (TV) Increase Rates:											
Calendar Year	17	18	19	20	21	22	23	24	25	26	TOTAL
Ad Valorem Parcel Base Value	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470	\$ 143,470
Ad Valorem	\$ 641,662	\$ 648,079	\$ 654,559	\$ 661,105	\$ 667,716	\$ 674,393	\$ 681,137	\$ 687,949	\$ 694,828	\$ 701,776	
OPRA Frozen (all millages)											
OPRA Rehab (school millages only)											
Brownfield											
Ad Valorem Increment Growth	\$ 498,192	\$ 504,609	\$ 511,089	\$ 517,635	\$ 524,246	\$ 530,923	\$ 537,667	\$ 544,479	\$ 551,358	\$ 558,306	
OPRA Frozen Incremental Growth (All Millages)											
OPRA Rehab Incremental Growth (School Millage Only)											
School Capture											
State Education Tax (SET)	\$ 2,989	\$ 3,028	\$ 3,067	\$ 3,106	\$ 3,145	\$ 3,186	\$ 3,226	\$ 3,267	\$ 3,308	\$ 3,350	\$ 81,998
School Operating Tax	\$ 8,967	\$ 9,083	\$ 9,200	\$ 9,317	\$ 9,436	\$ 9,557	\$ 9,678	\$ 9,801	\$ 9,924	\$ 10,050	\$ 245,993
School Total	\$ 11,957	\$ 12,111	\$ 12,266	\$ 12,423	\$ 12,582	\$ 12,742	\$ 12,904	\$ 13,067	\$ 13,233	\$ 13,399	\$ 327,991
Local Capture											
County Operating	\$ 2,013	\$ 2,039	\$ 2,065	\$ 2,091	\$ 2,118	\$ 2,145	\$ 2,172	\$ 2,200	\$ 2,227	\$ 2,256	\$ 35,988
OIS Allocated	\$ 97	\$ 98	\$ 100	\$ 101	\$ 102	\$ 104	\$ 105	\$ 106	\$ 108	\$ 109	\$ 1,737
OIS Voted	\$ 1,538	\$ 1,557	\$ 1,577	\$ 1,598	\$ 1,618	\$ 1,639	\$ 1,659	\$ 1,680	\$ 1,702	\$ 1,723	\$ 27,493
OCC Voted	\$ 769	\$ 779	\$ 789	\$ 799	\$ 809	\$ 819	\$ 830	\$ 840	\$ 851	\$ 862	\$ 13,746
City Operating	\$ 5,614	\$ 5,686	\$ 5,760	\$ 5,833	\$ 5,908	\$ 5,983	\$ 6,059	\$ 6,136	\$ 6,213	\$ 6,292	\$ 100,384
Cap Imp	\$ 702	\$ 711	\$ 720	\$ 729	\$ 738	\$ 748	\$ 757	\$ 767	\$ 777	\$ 786	\$ 12,547
Sanitation	\$ 1,403	\$ 1,422	\$ 1,440	\$ 1,458	\$ 1,477	\$ 1,496	\$ 1,515	\$ 1,534	\$ 1,553	\$ 1,573	\$ 25,095
Library	\$ 498	\$ 504	\$ 511	\$ 517	\$ 524	\$ 531	\$ 537	\$ 544	\$ 551	\$ 558	\$ 8,904
Seniors Services	\$ 249	\$ 252	\$ 255	\$ 259	\$ 262	\$ 265	\$ 269	\$ 272	\$ 276	\$ 279	\$ 4,452
County Pk & Rec	\$ 117	\$ 119	\$ 120	\$ 122	\$ 123	\$ 125	\$ 126	\$ 128	\$ 130	\$ 131	\$ 2,092
HCMA	\$ 106	\$ 107	\$ 109	\$ 110	\$ 112	\$ 113	\$ 114	\$ 116	\$ 117	\$ 119	\$ 1,896
Sinking Fund	\$ 1,430	\$ 1,448	\$ 1,467	\$ 1,486	\$ 1,505	\$ 1,524	\$ 1,543	\$ 1,563	\$ 1,582	\$ 1,602	\$ 25,566
OCPTA	\$ 498	\$ 505	\$ 511	\$ 518	\$ 524	\$ 531	\$ 538	\$ 544	\$ 551	\$ 558	\$ 8,908
Youth Center	\$ 747	\$ 757	\$ 766	\$ 776	\$ 786	\$ 796	\$ 806	\$ 816	\$ 827	\$ 837	\$ 13,357
Local Total	\$ 15,781	\$ 15,984	\$ 16,189	\$ 16,396	\$ 16,606	\$ 16,817	\$ 17,031	\$ 17,247	\$ 17,465	\$ 17,685	\$ 282,165
Non-Capturable Millages											
Zoo Authority (County)	\$ 49	\$ 50	\$ 50	\$ 51	\$ 51	\$ 52	\$ 53	\$ 53	\$ 54	\$ 55	\$ 708
Art Institute (County)	\$ 97	\$ 98	\$ 99	\$ 101	\$ 102	\$ 103	\$ 105	\$ 106	\$ 107	\$ 109	\$ 1,402
MESSA Judgment*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Capturable Taxes	\$ 146	\$ 148	\$ 150	\$ 152	\$ 153	\$ 155	\$ 157	\$ 159	\$ 161	\$ 163	\$ 2,110
Total Capturable Millages	55.6757										
Total Tax Increment Revenue (TIR) Available for Capture											
	\$ 27,737	\$ 28,094	\$ 28,455	\$ 28,820	\$ 29,188	\$ 29,560	\$ 29,935	\$ 30,314	\$ 30,697	\$ 31,084	\$ -

Tax Increment Revenue Capture Estimates - Table 3
 50 Wayne Street, Pontiac;
 Oakland County, Michigan
 April 9, 2019

Developer Maximum Reimbursement	Total Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	43.11%	\$ 166,504	\$ -	\$ 166,504
Local	56.89%	\$ 219,756	\$ -	\$ 219,756
TOTAL				
MDEQ	3.06%	\$ 11,830	\$ -	\$ 11,830
MSF	96.94%	\$ 374,430	\$ -	\$ 374,430

Estimated Total
Years of Plan: 26

Estimated Capture	
Administrative Fees	\$ 52,000
State Revolving Fund	\$ 25,163
LBRF	\$ 10,409

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Total State Incremental Revenue	\$ 3,399	\$ 13,272	\$ 13,371	\$ 13,471	\$ 13,571	\$ 13,673	\$ 13,776	\$ 13,880	\$ 13,984	\$ 14,090	\$ 14,197	\$ 14,305	\$ 11,356	\$ 11,504	\$ 11,653
State Brownfield Revolving Fund (50% of SET)	\$ 425	\$ 1,659	\$ 1,671	\$ 1,684	\$ 1,696	\$ 1,709	\$ 1,722	\$ 1,735	\$ 1,748	\$ 1,761	\$ 1,775	\$ 1,788	\$ 1,419	\$ 1,438	\$ 1,457
State TIR Available for Reimbursement	\$ 2,974	\$ 11,613	\$ 11,700	\$ 11,787	\$ 11,875	\$ 11,964	\$ 12,054	\$ 12,145	\$ 12,236	\$ 12,329	\$ 12,423	\$ 12,517	\$ 9,936	\$ 10,066	\$ 10,197
Total Local Incremental Revenue	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 4,486	\$ 14,988	\$ 15,183	\$ 15,380
BRA Administrative Fee (\$2,000/year)	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Local TIR Available for Reimbursement	\$ 2,486	\$ 2,486	\$ 2,486	\$ 2,486	\$ 2,486	\$ 2,486	\$ 2,486	\$ 2,486	\$ 2,486	\$ 2,486	\$ 2,486	\$ 2,486	\$ 12,988	\$ 13,183	\$ 13,380
Total State & Local TIR Available	\$ 5,460	\$ 14,099	\$ 14,186	\$ 14,273	\$ 14,361	\$ 14,450	\$ 14,540	\$ 14,631	\$ 14,723	\$ 14,815	\$ 14,909	\$ 15,003	\$ 22,924	\$ 23,249	\$ 23,577
DEVELOPER															
	Beginning Balance														
DEVELOPER Reimbursement Balance	\$ 386,260	\$ 380,800	\$ 366,700	\$ 352,514	\$ 338,241	\$ 323,880	\$ 309,430	\$ 294,890	\$ 280,259	\$ 265,536	\$ 250,721	\$ 235,812	\$ 220,809	\$ 197,885	\$ 174,637
OPRA Abatement															
MSF Non-Environmental Costs	\$ 374,430														
State Tax Reimbursement	\$ 2,883	\$ 11,258	\$ 11,341	\$ 11,426	\$ 11,511	\$ 11,598	\$ 11,685	\$ 11,773	\$ 11,862	\$ 11,951	\$ 12,042	\$ 12,134	\$ 9,632	\$ 9,757	\$ 9,884
Local Tax Reimbursement	\$ 2,410	\$ 2,410	\$ 2,410	\$ 2,410	\$ 2,410	\$ 2,410	\$ 2,410	\$ 2,410	\$ 2,410	\$ 2,410	\$ 2,410	\$ 2,410	\$ 12,590	\$ 12,779	\$ 12,970
Total MSF Reimbursement Balance	\$ 369,137	\$ 355,469	\$ 341,718	\$ 327,882	\$ 313,960	\$ 299,953	\$ 285,858	\$ 271,675	\$ 257,404	\$ 243,042	\$ 228,590	\$ 214,046	\$ 191,824	\$ 169,288	\$ 146,433
MDEQ Environmental Costs	\$ 11,830														
State Tax Reimbursement	\$ 91	\$ 356	\$ 358	\$ 361	\$ 364	\$ 366	\$ 369	\$ 372	\$ 375	\$ 378	\$ 380	\$ 383	\$ 304	\$ 308	\$ 312
Local Tax Reimbursement	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 398	\$ 404	\$ 410
Total MDEQ Reimbursement Balance	\$ 11,663	\$ 11,231	\$ 10,796	\$ 10,359	\$ 9,919	\$ 9,477	\$ 9,032	\$ 8,583	\$ 8,133	\$ 7,679	\$ 7,222	\$ 6,763	\$ 6,061	\$ 5,349	\$ 4,627
Local Only Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Only Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Developer Reimbursement	\$ 5,460	\$ 14,099	\$ 14,186	\$ 14,273	\$ 14,361	\$ 14,450	\$ 14,540	\$ 14,631	\$ 14,723	\$ 14,815	\$ 14,909	\$ 15,003	\$ 22,924	\$ 23,249	\$ 23,577
LOCAL BROWNFIELD REVOLVING FUND															
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from DEQ & Local TIR only.

Tax Increment Revenue Capture Estimates - Table 3
50 Wayne Street, Pontiac;
Oakland County, Michigan
April 9, 2019

	16	17	18	19	20	21	22	23	24	25	26	#	TOTAL
	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045		
Total State Incremental Revenue	\$ 11,804	\$ 11,957	\$ 12,111	\$ 12,266	\$ 12,423	\$ 12,582	\$ 12,742	\$ 12,904	\$ 13,067	\$ 13,233	\$ 13,399		\$ 201,307
State Brownfield Revolving Fund (50% of SET)	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476	\$ 1,476		\$ 25,163
State TIR Available for Reimbursement	\$ 10,329	\$ 10,462	\$ 10,597	\$ 10,733	\$ 10,870	\$ 11,009	\$ 11,149	\$ 11,291	\$ 11,434	\$ 11,579	\$ 13,399		\$ 176,144
Total Local Incremental Revenue	\$ 15,579	\$ 15,781	\$ 15,984	\$ 16,189	\$ 16,396	\$ 16,606	\$ 16,817	\$ 17,031	\$ 17,247	\$ 17,465	\$ 17,685		\$ 282,165
BRA Administrative Fee (\$2,000/year)	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000		\$ 52,000
Local TIR Available for Reimbursement	\$ 13,579	\$ 13,781	\$ 13,984	\$ 14,189	\$ 14,396	\$ 14,606	\$ 14,817	\$ 15,031	\$ 15,247	\$ 15,465	\$ 15,685		\$ 230,165
Total State & Local TIR Available	\$ 23,908	\$ 24,243	\$ 24,581	\$ 24,922	\$ 25,267	\$ 25,615	\$ 25,967	\$ 26,322	\$ 26,681	\$ 27,043	\$ 29,084		\$ 639,115
DEVELOPER													
DEVELOPER Reimbursement Balance	\$ 136,791	\$ 123,011	\$ 109,027	\$ 94,838	\$ 80,441	\$ 65,835	\$ 51,018	\$ 35,987	\$ 20,740	\$ 5,276	\$ 0		
MSF Non-Environmental Costs													
State Tax Reimbursement	\$ 668												\$ 161,405
Local Tax Reimbursement	\$ 13,163	\$ 13,359	\$ 13,556	\$ 13,755	\$ 13,956	\$ 14,159	\$ 14,364	\$ 14,571	\$ 14,780	\$ 14,991	\$ 5,114		\$ 213,025
Total MSF Reimbursement Balance	\$ 132,602	\$ 119,243	\$ 105,688	\$ 91,933	\$ 77,978	\$ 63,819	\$ 49,455	\$ 34,885	\$ 20,105	\$ 5,114	\$ 0		
MDEQ Environmental Costs													
State Tax Reimbursement	\$ 21												\$ 5,100
Local Tax Reimbursement	\$ 416	\$ 422	\$ 428	\$ 435	\$ 441	\$ 447	\$ 454	\$ 460	\$ 467	\$ 474	\$ 162		\$ 6,730
Total MDEQ Reimbursement Balance	\$ 4,190	\$ 3,767	\$ 3,339	\$ 2,905	\$ 2,464	\$ 2,016	\$ 1,563	\$ 1,102	\$ 635	\$ 162	\$ (0)		
Local Only Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Total Local Only Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Total Annual Developer Reimbursement	\$ 14,269	\$ 13,781	\$ 13,984	\$ 14,189	\$ 14,396	\$ 14,606	\$ 14,817	\$ 15,031	\$ 15,247	\$ 15,465	\$ 5,276		\$ 386,260
LOCAL BROWNFIELD REVOLVING FUND													
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 10,409
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,409		\$ 10,409
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,409		\$ 10,409

* Up to five years of capture for LBRF Deposits

#17

RESOLUTION



STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF PONTIAC

**RESOLUTION CONCURRING WITH THE PROVISIONS OF
A BROWNFIELD PLAN ADOPTED BY THE OAKLAND COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY FOR THE
50 WAYNE STREET**

RECITATIONS:

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

WHEREAS, the property located at 50 Wayne Street (Property), a site in the City of Pontiac is an environmental hazard, a "facility" under state statute; and

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

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

WHEREAS, the OCBRA, pursuant to and in accordance with Section 13 of the Act, shall consider recommending that the Oakland County Board of Commissioners approve the Brownfield Plan to be carried out within the City of Pontiac, relating to the redevelopment of 50 Wayne Street; and

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

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

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

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

CERTIFICATION

It is hereby certified that the foregoing Resolution is a true and accurate copy of the Resolution adopted by the City Council of the City of Pontiac at a meeting duly called and held on the ____ day of May, 2019.

CITY of PONTIAC

By: _____
Garland Doyle, INTERIM CLERK

#18

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

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

DATE: May 1, 2019

RE: **50th District Court Renovations – North American Construction Enterprises**

The City of Pontiac Department of Public Works has had design and bid documents prepared for renovations at the 50th District Court Building. The request for proposals was issued and advertised on March 18, 2019 and proposals were accepted on April 8, 2019 at 2:00 pm in the City Clerks Office.

Two bids were received, and upon reviewing and checking references, the low bidder is North American Construction Enterprises with a low bid of \$1,318,453. The second bidder provided a bid amount of \$1,555,000.

It is the recommendation of the Department of Public Works that the City award the 50th District Court Building Renovations to North American Construction Enterprises for \$1,318,453.

WHEREAS, The City of Pontiac has advertised and received responses to a request for proposal for 50th District Courthouse Renovations on April 8, 2019 and publically opened bids, and;

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

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorized the Mayor or Deputy Mayor to enter into a contract with North American Construction Enterprises for the 50th District Court Renovations for \$1,318,453.

JVB

attachments

REFERRAL/RECOMMENDATION FORM

DATE: May 2, 2019

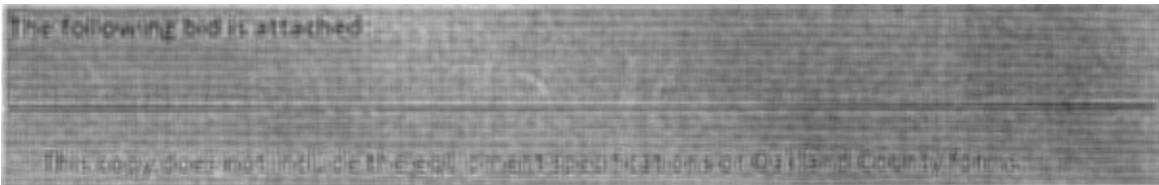
TO: Jane Bais-DiSessa, Deputy Mayor

FROM: Michelle L. McKenzie, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

☐ City Council ☒ Bid Approval ☐ Budget Approval ☐ Cancelled ☐ Other

Bid Analysis and Recommendation for _____



You Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.

RFP: 50th District Court Building Modifications

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

that North American Construction Enterprises LLC be awarded the

50th District Court Building Modifications bid

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

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

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

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

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

Signature of Purchasing Agent:

Michelle McKenzie

Date: 5/2/19

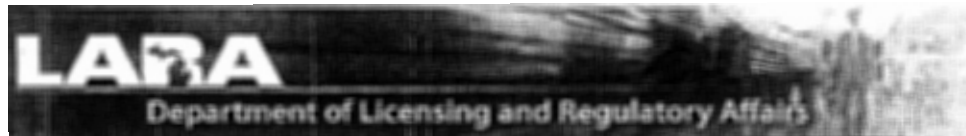
Approved by:

Signature of Deputy Mayor:

J. B. Difer

Date: 5.2.19

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

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

VERIFY A LICENSE/REGISTRATION

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

There were no records found matching the search criteria

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ID Number: 801869937

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Summary for: NORTH AMERICAN CONSTRUCTION ENTERPRISES LLC

The name of the FOREIGN LIMITED LIABILITY COMPANY: NORTH AMERICAN CONSTRUCTION ENTERPRISES LLC

Entity type: FOREIGN LIMITED LIABILITY COMPANY

Identification Number: 801869937 Old ID Number: B9432D

Date of Qualification in Michigan: 09/18/2009

Organized under the laws of: the state of Delaware

Purpose:

Term: Perpetual

The name and address of the Resident Agent:

Resident Agent Name: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)

Street Address: 601 ABBOT ROAD

Apt/Suite/Other:

City: EAST LANSING

State: MI

Zip Code: 48823

Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City:

State:

Zip Code:

View filings for this business entity:

ALL FILINGS

ANNUAL REPORT/ANNUAL STATEMENTS

CERTIFICATE OF CORRECTION

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT

RESIGNATION OF RESIDENT AGENT

CERTIFICATE OF ASSUMED NAME

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Online Filing System**
Department of Licensing and Regulatory Affairs

ID Number: 801203132

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Summary for: NORTH AMERICAN CONSTRUCTION ENTERPRISES, L.L.C.

The name of the DOMESTIC LIMITED LIABILITY COMPANY: NORTH AMERICAN CONSTRUCTION ENTERPRISES, L.L.C.

Entity type: DOMESTIC LIMITED LIABILITY COMPANY

Identification Number: 801203132 Old ID Number: B6261E

Date of Organization in Michigan: 04/26/2002

Purpose: All Purpose Clause

Date of In Existence But Not In Good Standing: 02/15/2005 Terms: Perpetual

The name and address of the Resident Agent:

Resident Agent Name: MUJTABA IFTIKHAR

Street Address: 3250 OLD FARM LN STE 10

Apt/Suite/Other:

City: WALLED LAKE

State: MI

Zip Code: 48390

Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City:

State:

Zip Code:

Act Formed Under: 023-1993 Michigan Limited Liability Company Act

Managed By:

Members

View filings for this business entity:

ALL FILINGS

ANNUAL REPORT/ANNUAL STATEMENTS

CERTIFICATE OF CORRECTION

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT

RESIGNATION OF RESIDENT AGENT

CERTIFICATE OF ASSUMED NAME

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

- ⚠ **ALERT:** June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our changes to the notarized letter review process and other system improvements.
- ⚠ **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 05/11/2019, from 8:00 AM to 1:00 PM (EDT).
- ⚠ **ALERT:** CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When you are contacted by a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

Entity Dashboard

North American Construction Enterprises, LLC

22920 Industrial I

DUNS: 021708053 CAGE Code: 60QEO

Saint Clair Shores,

Status: Active

UNITED STATES

Expiration Date: 10/09/2019

Purpose of Registration: All Awards

› [Entity Overview](#)

› [Entity Registration](#)

› [Core Data](#)

› [Assertions](#)

› [Reps & Certs](#)

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› [Exclusions](#)

› [Active Exclusions](#)

› [Inactive Exclusions](#)

› [Excluded Family Members](#)

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Entity Overview

Entity Registration Summary

Name: North American Construction Enterprises, LLC

Doing Business As: American Restoration Services

Business Type: Business or Organization

Last Updated By: Michael Beaugrand

Registration Status: Active

Activation Date: 10/11/2018

Expiration Date: 10/09/2019

Exclusion Summary

Active Exclusion Records? No



IBM-P-20190315-1318
WWW2

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Michelle McKenzie

To: Larry A. Kosofsky
Subject: Please check for compliance

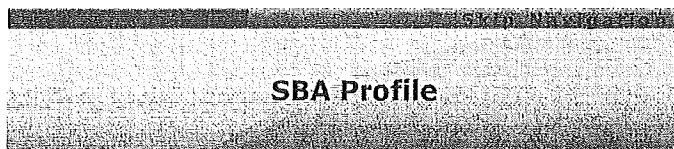
Larry,

Please check for compliance:
North American Construction Enterprises, LLC
Tax id# 20-5809739

22920 Industrial Drive East
St Clair Shores, MI 48080

Thank you,

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

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This profile was last updated: 10/11/2018

Status: Active

User ID: P1237668
Name of Firm: North American Construction Enterprises, LLC
Trade Name ("Doing Business As ..."): American Restoration Services
DUNS Number: 021708053
Parent DUNS Number: 021708053
Address, line 1: 22920 Industrial Dr E
Address, line 2:
City: Saint Clair Shores
State: MI
Zip: 48080-1128
Phone Number: 586-498-9003
Fax Number: 586-498-9004
E-mail Address: rbeaugrand@nace-intl.com
WWW Page: www.nace-intl.com
E-Commerce Website: <http://www.nace-intl.com/>
Contact Person: Robert W Beaugrand
County Code (3 digit): 099
Congressional District: 09
Metropolitan Statistical Area: 2160
CAGE Code: 60QE0
Year Established: 2006
Accepts Government Credit Card?: ☐ Yes ☒ No
GSA Advantage Contract(s):

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

Organization, Ownership & Certifications

Legal Structure: Subchapter S Corporation
Ownership and Self-Certifications: Veteran

Current Principals

1. Michael Thomas Beaugrand, President / Owner
2. Robert William Beaugrand, Chief Operating Officer / Owner

"Business Development Servicing Office" (for certifications)

MICHIGAN DISTRICT OFFICE (SBA office code 0515)

8(a) Certification:

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

Small Disadvantaged Business Certification:

SDB Entrance Date:
SDB Exit Date:

HUBZone Certification:

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

8(a) Joint Venture Certification:

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

Non-Federal-Government Certifications:

Licensed Builder

Products & Services

Capabilities Narrative:

General Contracting, Construction Management, Self-Perform Carpentry, Self-Perform Masonry, Self-Perform Flooring, Self-Perform Demolition, Self-Perform Property Restoration Services and self-perform General Trades.

Special Equipment/Materials:

Property restoration/remediation equipment, dehumidification equipment, HEPA equipment, lifts, skid steers and box trucks.

Business Type Percentages:

Construction (100 %)

Bonding Levels

Construction Bonding Level \$7,500,000
(per contract)
Construction Bonding Level \$15,000,000
(aggregate)
Service Bonding Level (per \$7,500,000
contract)
Service Bonding Level \$15,000,000
(aggregate)

NAICS Codes with Size Determinations by NAICS:

#	Primary?	Code	NAICS Code's Description	"Buy Green"? ⁽¹⁾	Small? ⁽²⁾
1	Yes	236220	Commercial and Institutional Building Construction		Yes
2		236115	New Single-Family Housing Construction (except For-Sale Builders)		Yes
3		236116	New Multifamily Housing Construction (except For-Sale Builders)		Yes
4		236118	Residential Remodelers		Yes
5		236210	Industrial Building Construction		Yes
6		237110	Water and Sewer Line and Related Structures Construction		Yes
7		238130	Framing Contractors		Yes
8		238140	Masonry Contractors		Yes
9		238160	Roofing Contractors		Yes
10		238170	Siding Contractors		Yes
11		238190	Other Foundation, Structure, and Building Exterior Contractors		Yes
12		238310	Drywall and Insulation Contractors		Yes
13		238320	Painting and Wall Covering Contractors		Yes
14		238330	Flooring Contractors		Yes
15		238340	Tile and Terrazzo Contractors		Yes
16		238350	Finish Carpentry Contractors		Yes
17		238390	Other Building Finishing Contractors		Yes
18		238910	Site Preparation Contractors		Yes
19		238990	All Other Specialty Trade Contractors General \$15.00m Small Business Size Standard: [Yes] Special \$15.00m Building and Property Specialty Trade Services: [Yes]		Yes

(1) By entering Yes for "Buy Green", the firm asserts that it obeys EPA guidelines for environmental friendliness for this NAICS code. Note, EPA guidelines do not exist for every NAICS code.
(2) If Yes, the firm's revenues/number of employees do not exceed the NAICS code's small business size standard.
(4) As seen above, the size standard can depend on subcategories within a NAICS code.

Keywords:

General Contracting, Construction Management, Carpentry, Flooring, Finishes, Restoration, general trades.

Miscellaneous:

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

Export Profile (Trade Mission Online)

Exporter?: [] Yes [X] No [] Wants To Be
Export Business Activities: (none given)
Exporting to: (none given)
Desired Export Business (none given)
Relationships:
Description of Export (none given)
Objective(s):

Performance History (References)

Name:	Wayne County Airport Authority
Contract:	Westin Hotel
Start:	05/01/2017
End:	10/01/2017
Value:	6,300,000.00
Contact:	Karen Souders
Phone:	734-652-7813

Name:	Westwood Hospitality
Contract:	Airport Hilton Cinci
Start:	02/01/2018
End:	06/01/2018
Value:	\$2,500,000
Contact:	Imran Hussain
Phone:	516-371-4400

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


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North American Construction Enterprises, LLC

Organization Number	560473	Address	23812 Harper Avenue
County/Region	Macomb County		Saint Clair Shores, Michigan, 48080
Website	www.nace-intl.com	Phone	586-498-9003
Registration Date	06/10/2017	Fax	586-498-9004
Status	Active	Email	mbeaugrand@nace-intl.com

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

Registration Information

Business Structure	Not Specified
Business Type	Veteran Owned
Owner Ethnicity	Caucasian
Number of Employees	11 to 50
Established Since	2006

W-9



MITN Purchasing Group

Member Since	06/10/2017	Status	Completed
Last Update Date	06/10/2017 12:27 PM EDT	Last Update By	Mike Beaugrand
Membership Level	Basic		

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

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Westin Hotel Detroit

More



NACE North American
Construction Enterprises, LLC

COMMERCIAL CONSTRUCTION SPECIALISTS

Certified Veteran Owned Business

GENERAL CONTRACTOR
CONSTRUCTION MANAGER
PRE-CONSTRUCTION ADVISOR

Contact Us

NACE North
American
Construction
Enterprises, LLC

St. Clair Shores Office (HQ)
22920 Industrial Drive East
St. Clair Shores, MI 48080

nace-intl.com/westin_hotel_detroit_metro_airport

Bid Opening: April 8, 2019 @ 2:00 pm			Bernco, Inc.	North American Construction Enterprises LLC			
DESCRIPTION	UNIT	EST QTY	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
Mobilization/Crane	LS	1					
Hazardous Material Abatement & Disposal	LS	1		\$42,000.00			
Exterior Architectural Demolition	LS	1					
Interior Architectural Demolition	LS	1		\$18,180.00			
Window Replacements	LS	1		\$190,000.00			
Remove & Replace Exterior Sills	LS	1		\$23,432.00			
Exterior Caulking	LS	1		\$18,732.00			
Roofing Repair Work	LS	1		\$66,000.00			
2nd Floor Main Restrooms & Atty. Conf. Rooms Complete (incl. Demolition, Ceilings, Finishes, Lighting, HVAC, Painting, etc.)	LS	1		\$59,772.00			
New Support Frame & Revised Gratings for HVAC-9 at Area Well	LS	1		\$22,680.00			
Miscellaneous Architectural Repairs & Finishes	LS	1		\$11,280.00			
Interior Masonry Repairs	LS	1		\$2,505.00			
Mechanical - Demolition	LS	1					
Mechanical - HVAC-9	LS	1		\$624,000.00			
Mechanical - Perimeter Heating Control Valves & Sensors	LS	1					
Mechanical - VAV Boxes	LS	1					
Mechanical - Boilers	LS	1					
Mechanical - Duct Insulation	LS	1					
Mechanical - Sheetmetal & Ductwork	LS	1					
Mechanical - Diffusers, Registers & Fans	LS	1					
Mechanical - Heating Pumps	LS	1					
Mechanical - General Cleaning & Miscellaneous Equip./Repairs	LS	1					
Mechanical - Unit Heaters & Door Heaters	LS	1					
Mechanical - Testing and Balancing	LS	1					
Mechanical - Power	LS	1		\$35,880.00			
Mechanical - Return Air Smoke Detectors (All Units)	EA						
Plumbing - Gas Piping System	LS	1					
Plumbing - Heating Piping System (incl. insulation)	LS	1					
Plumbing - Refrigerant Piping System	LS	1					
Plumbing - Sanitary Work	LS	1		\$9,655.00			
Plumbing - Domestic Water Work	LS	1		\$11,123.00			
Plumbing - Fixtures & Equipment	LS	1		\$25,088.00			
Plumbing - General Cleaning & Miscellaneous Equip./Repairs	LS	1					
Low Voltage and Controls	LS	1		\$81,726.00			
Security Provisions & Staging/Barricades	LS	1		\$14,400.00			
Owner Contingency (Mandatory)	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Bonds, Insurance and Permit Fees	LS	1		\$12,000.00			
Contractor Overhead and Profit	LS	1					
		TOTAL PRICE	\$1,555,000.00	\$1,318,453.00			

Bid Opening: April 8, 2019 @ 2:00 pm			Bernco, Inc.	North American Construction Enterprises LLC			
DESCRIPTION	UNIT	EST. QTY	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
1st Floor Meeting Rooms Complete (incl. Demolition, Ceilings, Finishes, Doors, Lighting, HVAC, Painting, etc.)	LS	1	\$64,676.00	\$85,000.00			
TOTAL PRICE:			\$64,676.00	\$85,000.00			

DESCRIPTION	UNIT	EST. QTY	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
2nd Floor Toilet Room 213 & Jury Waiting Room Complete (incl. Demolition, Ceilings, Finishes, Doors, Lighting, HVAC, Painting, etc.)	LS	1	\$49,248.00	\$50,000.00			
TOTAL PRICE:			\$49,248.00	\$50,000.00			

DESCRIPTION	UNIT	EST. QTY	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
Add VAV Reheat	LS	1	\$167,578.00	\$103,000.00			
TOTAL PRICE:			\$167,578.00	\$103,000.00			

DESCRIPTION	UNIT	EST. QTY	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
Add BMS System for HVAC Controls	LS	1	\$91,300.00	\$82,000.00			
TOTAL PRICE:			\$91,300.00	\$82,000.00			

DESCRIPTION	UNIT	EST. QTY	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
Inspect and Clean Duct System for HVAC-9	LS	1	\$14,300.00	\$14,000.00			
TOTAL PRICE:			\$14,300.00	\$14,000.00			

Witness: Michelle L. McKenzie, Purchasing Agent

Opened by: Sheila Grandison, Deputy City Clerk

Witness: _____



Matching Supplier List

Created by:

Michelle McKenzie

Created on:

03/18/2019 04:54 PM EDT

Solicitation:

50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
3.L.K. CONSTRUCTION L.L.C. Org. Number: 557749	1401 Howard DETROIT, Michigan, 48216 United States	LORENZO WALKER	ourteam@3lkconstruction.com	313-962-8700
		LORENZO WALKER	lorenzo@3lkconstruction.com	313-962-8701
A.Z. Shmina, Inc. Org. Number: 557092	11711 Grand River Road Brighton, Michigan, 48116 United States	Andrew Shmina	as@azshmina.com	810-227-5100
		Andrew Shmina	as@azshmina.com	810-227-5100
A/C BUILDING SYTEM, INC Org. Number: 942751	47448 PONTIAC TRAIL SUITE#333 WIXOM, Michigan, 48393 United States	BECKER B AL-MUFTI	A-CBS@ATT.NET	2489414283
ABE Associates, Inc. Org. Number: 556999	440 Burroughs Street, Suite 605 Detroit, Michigan, 48202 United States	Andre Brooks	andreb@abe-engineers.com	313-961-5170 ext. 101
		Andre' Brooks, PE	andreb@abe-engineers.com	313-961-5170
ACE SPECIALTIES LLC Org. Number: 896402	119 SOUTHPARK RD LAFAYETTE, Louisiana, 70508 United States	CHRISTL MAHFOUZ	fmoodie@acespecial.com	337-232-8796
Ace-Pros Inc Org. Number: 633826	22375 Broderick Dr, #140 Dulles, Virginia, 20166 United States	Rahi Raj	rahi@aceprosinc.com	5714180618
Acme Enterprises, Inc. Org. Number: 560340	15751 Martin Road Roseville, Michigan, 48066 United States	Bob Walny	rwalny@acme-enterprises.com	586-771-4800
		Bob Walny	rwalny@acme-enterprises.com	586-771-4800
		Robert Russell	russell@acme-enterprises.com	586-771-4800
Acme Research Org. Number: 175247	5120 Highway 6 Riesel, Texas, 76682 United States	Toni Hill	thill@acmeresearch.com	8008103846
Administrative Controls Management, Inc. Org. Number: 557966	525 Avis Drive, Suite 2 Ann Arbor, Michigan, 48108 United States	Patricia Mirek	mi@acmpm.com	734-995-9640
		James E. Krebs, PE, CCE, PMP	mi@acmpm.com	734-995-9640
		Patricia Mirek	mi@acmpm.com	734-995-9640
Advanced Building Group, LLC Org. Number: 561746	20260 Sherwood St. Detroit, Michigan, 48234 United States	Scott Richardson	srichardson@advancedbg.com	313-974-6153
		Scott Richardson	srichardson@precision-cg.com	313-974-6153

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
Advanced Concrete Polishing Org. Number: 1009062	223 Oakwood St. Monroe, Michigan, 48162 United States	Dan DiCarlo	dan@advancedconcretepolishing.com	734-915-7812
Advanced Rehabilitation Technology Org. Number: 1195291	01116 Cty Rd 17 Bryan, Ohio, 43506 United States	Kevin Appel	kappel@artcoatingtech.com	4196362684
Advantage Technology Consulting, LLC Org. Number: 559874	8602 Cypress Lane Pinckney, Michigan, 48169-8702 United States	Richard Hoose Richard Hoose	richardh_atc@charter.net richard.hoose@advantagetechologyconsulting.com	810-623-1349 810-623-1349
AECOM Org. Number: 556733	400 Renaissance Center, Suite 2600 Detroit, Michigan, 48243 United States	Jerry Attia Robert Gorski	jerry.attia@aecom.com robert.gorski@aecom.com	2482044254 313-309-7184
AEMINC Org. Number: 606795	PO Box 903 Southfield, Michigan, 48037 United States	Lee Bates	lbates@aeminc.com	248 540 9500 ext. 207
AGC CONCRETE INC Org. Number: 564887	43230 Garfield suite 160 Clinton Township, Michigan, 48312 United States	Andrew Gagnon Daniel Feys	andrew@agcconcrete.com dfeys@agcconcrete.com	586-771-9799 248-515-6266
Ahern Contracting, Inc. Org. Number: 601625	25875 New Forest Court Chesterfield, Michigan, 48051 United States	James P Ahern	unknown@no-reply.com	8103430403
Aielli Construction Company, Inc. Org. Number: 556211	47850 Van Dyke Avenue Shelby Township, Michigan, 48317 United States	Paolo Iacobacci Paolo Iacobacci Sergio Iacobacci	info@aiellicc.com paolo@aiellicc.com info@aiellicc.com	586-792-1890 586-792-1890 586-792-1890
Airfoil Org. Number: 559992	1000 Town Center, Suite 600 Southfield, Michigan, 48075 United States	Lisa Vallee-Smith Janet Tyler Lisa Vallee-Smith	vallee-smith@airfoilgroup.com tyler@airfoilgroup.com vallee-smith@airfoilgroup.com	248-304-1400 248-304-1400 248-304-1400
AIRPORT LIGHTING, EMPLOYEE OWNED, LLC Org. Number: 561922	6320 N State Rd PO Box 210 Luther, Michigan, 49656-0210 United States	DAVID LAWSON Kathy Glisson	unknown@no-reply.com airportlighting@aol.com	517-230-3558 517-230-3558
AJ's Excavating LLC Org. Number: 1190790	9777 Honor Hwy Honor, Michigan, 49640 United States	AJ Zirkel	aj@ajsexcavating.com	2318824655
Alastra Construction Org. Number: 563260	1149 Lincoln Wyandotte, Michigan, 48192 United States	Vita Alastra Joe Alastra	alacon2v@att.net joelalastra@wyan.org	734-284-2422 734-284-2422
Alfred Benesch & Company Org. Number: 557787	4660 S Hagadorn Road, Suite 315 East Lansing, Michigan, 48820 United States	Amy Larkins Jim Canham	mitn@benesch.com jcanham@benesch.com	517-482-1682 517-482-1682 ext. 811

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
All States Engineering & Surveying Org. Number: 1224115	252 McKinley Avenue Grosse Pointe Farms, Michigan, 48236 United States	Jay Ambrozny	jay@allstatesengineering.com	3133995340
Allied Building Service Company of Detroit, Inc. Org. Number: 556652	1801 Howard St. Detroit, Michigan, 48216 United States	PM Director	pmdirector@teamallied.com	313-230-0799
Allied Mechanical Services Inc Org. Number: 1143817	3860 Roger B Chaffee Memorial Dr. SE Grand Rapids, Michigan, 49548 United States	Mechanical Estimator	bids@alliedmechanical.com	6166694800
Allied Property Services Org. Number: 1244389	34150 Riviera Dr Fraser, Michigan, 48026 United States	Clark Freeman	clark@alliedps1.com	5866344208
Americas Green Line Org. Number: 1249058	400 MONROE ST, STE 480 Detroit, Michigan, 48226 United States	John Economy	john@americasgreenline.com	2488957820
Anderson, Eckstein and Westrick, Inc. Org. Number: 557290	51301 Schoenherr Road Shelby Township, Michigan, 48315 United States	Roy Rose	adawson@aewinc.com	586-726-1234
		Ashley Dawson	adawson@aewinc.com	586-726-1234
		Roy Rose	rose@aewinc.com	586-726-1234
ANKER ELEKTRA LLC Org. Number: 829878	4460 Sheridan Dr. Royal Oak, Michigan, 48073 United States	FRIEDEMANN STEINBACH	fsteinbach@focalpointcoaching.com	248 797 4751
Applied Science, Inc. Org. Number: 557348	300 River Place Dr, Suite 5400 Detroit, Michigan, 48207 United States	Karen Ridgway	karen.ridgway@asi-detroit.com	313-567-3990
		Karen Ridgway	karen.ridgway@asi-detroit.com	313-567-3990
ARCADIS of Michigan LLC Org. Number: 556852	28550 Cabot Dr, Suite 500 Novi, Michigan, 48377 United States	Mike Halwani	Mike.halwani@arcadis.com	313-324-4015
		Rohit Trivedi	rohit.trivedi@arcadis-us.com	313-324-4008
Ashor Associates Org. Number: 1185216	3745 Horseshoe Dr Troy, Michigan, 48083 United States	Edward C Ashor	ashorconstruction@yahoo.com	248-910-4642
Atwell, LLC Org. Number: 556462	Two Towne Square, Suite 700 Southfield, Michigan, 48076 United States	Stephen Taglione	staglione@atwell-group.com	248-447-2007 ext. 2019
		Daniel McNulty	unknown@no-reply.com	248-447-2000
		Roderick Petschauer	rpetschauer@atwell-group.com	248-447-2055
Audia Concrete Construction, Inc. Org. Number: 557441	P.O. Box 72 Milford, Michigan, 48381 United States	Ronetta Audia	raudia@audiaconstructioninc.com	248-676-9570
		Ronetta Audia	raudia@audiaconstructioninc.com	248-676-9570
Axiom Construction Services Group, LLC Org. Number: 560815	E M-36 Whitmore Lake, Michigan, 48189 United States	Deib Mougrabi	dmougrabi@axiomcsgllc.com	248-446-1104
		Deib Mougrabi	dmougrabi@axiomcsgllc.com	248-446-1104

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
Axiom Construction Services Group, LLC Org. Number: 780245	7789 East M-36 Whitmore Lake, Michigan, 48189 United States	Deib Mougrabi	estimating@axiomcsgllc.com	248-446-1104
Baker and Associates Org. Number: 806067	400 Renaissance Way Suite 2601 Detroit, Michigan, 48243 United States	Steven S Gravlin	steven.gravlin@mbakerintl.com	313-670-3408
Ballard Associates Org. Number: 561858	6816 Retreat West Bloomfield, Michigan, 48322 United States	Lori M. Ballard Lori M. Ballard	Ballard.associatesllc@gmail.com Lorimb55@gmail.com	313-399-5627 313-399-5627
BAON CONSULTING, LLC Org. Number: 882660	6828 Carrington Cir E West Bloomfield, Michigan, 48322 United States	George F Nelson	gfredrick@baonconsulting.com	2488854687
Barton Malow Org. Number: 1088339	26500 American Dr. Southfield, Michigan, 48034 United States	Rick Rumsey	rick.rumsey@bartonmalow.com	248-866-0576
Barton Malow Company Org. Number: 560611	26500 American Drive Southfield, Michigan, 48034 United States	Scott Stowitts Scott Stowitts	scott.stowitts@bartonmalow.com scott.stowitts@bartonmalow.com	248-436-5404 248-436-5404
BBEK Environmental Org. Number: 563228	24808 Thomas Warren, Michigan, 48091 United States	Kevin Woods Kevin Woods	kevin@bbekenvironmental.com environmental@bbekconstruction.com	313-492-1854 313-492-1854
Beam, Longest and Neff, LLC Org. Number: 705719	51151 W. Pontiac Trail Wixom, Michigan, 48393 United States	Ryan Jones	rjones@b-l-n.com	3136827903
BENKARI LLC Org. Number: 610006	18427 W MCNICHOLS DETROIT, Michigan, 48219 United States	A.K. Bennett Pat DeBolt	akbennett@benkari.net estimating@benkari.com	3135920618 3135920618
Bergmann Associates Org. Number: 557784	7050 W. Saginaw Highway, Suite 200 Lansing, Michigan, 48917 United States	Richard Chelotti James E Ensign Sherry Skinner Steve Way Timothy J Likens	rchelotti@bergmannpc.com jensign@bergmannpc.com sskinner@BERGMANNPC.com sway@BERGMANNPC.com tlikens@bergmannpc.com	517-272-9835 ext. 8672 5172729835 5172729835 5172729835 5172729835
Bernco, Inc. Org. Number: 556192	20816 Eleven Mile Road Suite 202 St. Clair Shores, Michigan, 48081 United States	Bernard Cattivera	berncoinc@msn.com	586-445-3700
Best Practices Consulting Services Org. Number: 560427	2727 2nd Avenue Detroit, Michigan, 48201 United States	Laura Sigmon Laura Sigmon	laura.chapman@yourpracticescoach.com laura.chapman@yourpracticescoach.com	313-265-3062 810-280-4310

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
BETTER PROPERTY MAINTENANCE Org. Number: 838188	233231 INDUSTRIAL PARK DR STE. A FARMINGTON HILLS, Michigan, 48335 United States	JONATHAN L MORAY	ACKER2306@MSN.COM	248-521-6111
Black & Veatch Org. Number: 557719	125 Ottawa Avenue NW, Suite 380 Grand Rapids, Michigan, 49503 United States	David Koch	kochds@bv.com	312-683-7829
		Ben Whitehead	whiteheadbc@bv.com	616-459-2360
		David Koch	KochDS@bv.com	312-683-7829
		Heather Cheslek	cheslekha@bv.com	616-459-2360
Blazin' Basements Org. Number: 1156008	7357 Sumac Court Shelby Township, Michigan, 48316 United States	Dale Richardson	dalerich34@yahoo.com	585-615-5713
Blue Water Industrial Products Org. Number: 956878	37280 Green Street New Baltimore, Michigan, 48236 United States	Steve Olson	solson@bwip.net	5867256300
BMJ Engineers and Surveyors, Inc. Org. Number: 559079	519 Huron Avenue Port Huron, Michigan, 48060 United States	Chris Fagan	cfagan@bmjinc.com	810-984-5596
		Amanda Pentico	apentico@bmjinc.com	810-984-5596
		Carolyn R. Hunter, P.S.	chunter@bmjinc.com	810-984-5596
Boss Engineering Org. Number: 558659	3121 East Grand River Howell, Michigan, 48843 United States	Steve Schippers	skip@bosseng.com	517-546-4836
		Michael T. Boss	mike@bosseng.com	517-546-4836
Brand Energy Services, LLC Org. Number: 1008907	12701 Beech Daly Taylor, Michigan, 48180 United States	Joseph R Schoenherr	jschoenherr@brandsafway.com	734-341-3823
Braun Construction Group Org. Number: 559775	39395 W. 12 Mile Road Suite 100 Farmington Hills, Michigan, 48331 United States	Brenda Pams	bpams@brauncg.com	248-848-0567 ext. 225
Brickworks Property Restoration LLC Org. Number: 564418	35122 cordelia clinton twp, Michigan, 48035 United States	Jeremiah Campbell	info@brickworksmi.com	586-868-3234
Brix Corporation Org. Number: 554806	30591 Schoolcraft Rd Livonia, Michigan, 48150 United States	Ije Osuagwu	ije@brixcorporation.com	313-965-0000 ext. 306
		Danny Chee	dchee@brixcorporation.com	313-965-000 ext. 309
		Jason Rosum	jrosum@brixcorporation.com	313-743-3975
		John L Ruttkofsky	jruttkofsky@brixcorporation.com	313-289-1409
		Michael Schumacher	unknown@no-reply.com	313-965-0000 ext. 308
Brock & Associates Inc. Org. Number: 558619	48320 West 9 Mile Road Novi, Michigan, 48374 United States	Ken Brock	rechtinaw.ba@gmail.com	248-760-7117
		Ken Brock	ken.brock@brockassociatesinc.com	248-760-7117

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
Brock Sweeping Inc. Org. Number: 1179495	18235 Krause St Riverview, Michigan, 48193 United States	Gregory S Richards	gjproperties@live.com	313-815-9212
Brown Drilling Co., Inc. Org. Number: 954436	7215 E. Highland Road Howell, Michigan, 48843 United States	Gary L Sunderland	gary@browndrillingco.com	517-546-0600
BSI Professional Services America Org. Number: 897634	12950 Worldgate Drive, Suite 800 Herndon, Virginia, 22124 United States	Shereen N Abuzobaa	sabuzobaa@gmail.com	571-830-0777
Buccilli Group, LLC Org. Number: 563702	12109 Merriman Rd Livonia, Michigan, 48150 United States	Robert Tolliver	rtolliver@buccilli-group.com	734-293-2424
		Jennifer Buccilli	rtolliver@buccilli-group.com	734-293-2424
Builders Exchange of Lansing and Central Michigan Org. Number: 1046755	1240 East Saginaw Lansing, Michigan, 48906 United States	Leslie A Vargas	bids@bxlansing.com	5173728930
Byce & Associates, Inc. Org. Number: 558661	487 Portage Street Kalamazoo, Michigan, 49007 United States	Brenda Longman	marketing@byce.com	269-381-6170
		Brenda Longman	corporate@byce.com	269-381-6170
C & S Companies Org. Number: 556788	38777 6 Mile Road, Ste. 202 Livonia, Michigan, 48152 United States	Robert Koller	lcarpenter@cscos.com	734-953-2571 ext. 3314
		Robert Koller	rkoller@cscos.com	248-449-2659
C and J General Contractors, Inc. Org. Number: 561359	22610 Rosewood Oak Park, Michigan, 48237 United States	Kenneth Jordan	cjcontractors1@outlook.com	248-543-6492
		Kenneth Jordan	cjcontractors1@outlook.com	248-543-6492
C&I Building Maintenance, Inc. Org. Number: 621791	1895 15 Mile Rd NE Sparta, Michigan, 49345 United States	Brady McInnis	bradym@cibminc.com	6169013882
C.S. FARMER CONSTRUCTION INC. Org. Number: 559832	8900 E. Jefferson Ave., Suite 1403 Detroit, Michigan, 48214 United States	Charles Farmer	charles@csfarmer.com	313-377-1630
		CHARLES FARMER II	unknown@no-reply.com	313-377-1630
		Charles S. Farmer II	unknown@no-reply.com	313-377-1630
Canete Medina Consulting Group Inc. Org. Number: 557817	10 S. Riverside Plaza, Suite 875 Chicago, Illinois, 60606 United States	Isabel Canete	services@cmque.com	847-475-8099 ext. 111
		Isabel Canete	isabel.canete@cmque.com	847-475-8099
Capitol Relations Org. Number: 1044903	28470 W 13 Mile Rd #220 Farmington Hills, Michigan, 48170 United States	Shannon Price	Shannongprice@gmail.com	2487560088
Capitol Supply and Service / Patriot Supply Org. Number: 1068495	3431 N. Jennings Road Flint, Michigan, 48504 United States	Claudia A. Elliott	claudiae@capitolsupply.org	800 482 1125 ext. 704
Cardno, Inc.	11181 Marwill Ave	Joe von Wahlde	joe.vonwahlde@cardno.com	616-847-1680

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
Org. Number: 557709	West Olive, Michigan, 49460 United States	Anngie Richter Joe von Wahlde	anngie.richter@cardno.com joe.vonwahlde@cardno.com	708-534-3450 616-502-1638
CARLETTE CONSTRUCTION Org. Number: 839733	11000 W McNichols, Suite 225 Detroit, Michigan, 48221 United States	Ernest Williams	carletteconstruction@gmail.com	313-347-8699
Cathy A. Greenberg Org. Number: 623333	2360 Orchard Lake Rd., Ste. 108 Sylvan Lake, Michigan, 48320 United States	Cathy A Greenberg	cathygreenberg@sboglobal.net	2486819600
CBRE - David Long Org. Number: 1178804	2000 Town Center, Suite 2200 Southfield, Michigan, 48075 United States	David P Long	dave.long@cbre.com	248-351-2051
CD Barnes Construction Org. Number: 558157	3437 Eastern Ave. SE Grand Rapids, Michigan, 49508 United States	Todd Oosting John Drozer	toosting@cdbarnes.com jdrozer@cdbarnes.com	616-241-4491 ext. 3007 616-241-4491 ext. 3012
CDM Smith Michigan Inc. Org. Number: 558589	645 Griswold Street, Suite 3770 Detroit, Michigan, 48226 United States	Steve Fehniger Jay Zawacki Mark TenBroek Steve Fehniger	FehnigerXX@cdmsmith.com zawackijr@cdmsmith.com tenbroekmj@cdmsmith.com FehnigerXX@cdmsmith.com	313-963-1313 313.230.5607 3139631313 ext. 9631313 313.230.5604
Chef Raymone Inc Org. Number: 611009	370 N Gratiot CLINTON TWP, Michigan, 48036 United States	TRACIE SHERER	chfraymone@aol.com	5864650299
Chippewa Asphalt Paving Org. Number: 880290	PO Box 515 Clio, Michigan, 48420 United States	Josh Ayotte	Josh@chippewaasphalt.com	810-238-2660
CHMP, INC. Org. Number: 613389	5198 Territorial Road Grand Blanc, Michigan, 48439 United States	David Hanoute	dhanoute@chmpinc.com	810-695-5910
CITI Building Services Inc Org. Number: 563119	1307 Allen Dr. Ste E Troy, Michigan, 48063 United States	Anthony Bauriedl	anthony@yourcbs.com	2486297741
Clean All LLC Org. Number: 1073886	4222 E MC NICHOLS Detroit, Michigan, 48212 United States	Sunny Tharp	sunny@cleanall.net	313-731-7680
Clean Team USA Org. Number: 1040666	4055 English Oak Ste 20001A Lansing, Michigan, 48911 United States	Jacob Murphy	Jake@cleanteamusa.com	517-303-6814
CMA Design Services	P.O. Box 183392	Tony Cappussi	info@cmadesignservices.com	586-726-1043

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
Org. Number: 557182	Shelby Township, Michigan, 48318	Tony Cappussi	info@cmadesignservices.com	586-726-1043
Commtech Design Org. Number: 565630	6581 Belding Rd, NE Suite 101 Rockford, Michigan, 49341 United States	Bret Emerson	emersonb@commtechdesign.com	616-446-4545 ext. 616
		Bret Emerson	unknown@no-reply.com	616-446-4545 ext. 616
Community Housing Network, Inc. Org. Number: 560322	570 Kirts Boulevard, Suite 231 Troy, Michigan, 48084 United States	Jeanette Felton	jfelton@chninc.net	734-419-7540
		Kirsten Elliott	kelliott@chninc.net	248-928-0111
Compeau Bros Inc Org. Number: 559554	12480 Telegraph Carleton, Michigan, 48117 United States	Edward Compeau	unknown@no-reply.com	734-783-0151
		Edward Compeau	unknown@no-reply.com	734-783-0151
		Mark E Rodgers	mark@compeaubrothers.com	734.783.0151
Complete Corporate Solutions Org. Number: 558171	30555 Southfield Road, Suite 520 Southfield, Michigan, 48076 United States	Mark Harris	mark@completecorp.com	248-268-0012
		Mark Harris	unknown@no-reply.com	248-268-0012
Complete Interactive Technologies Inc Org. Number: 836496	44265 Groesbeck Hwy. clinton twp., Michigan, 48044 United States	Justin Honaker	bids@cit-4u.com	5864392000
Computech Corporation Org. Number: 556878	100 W. Kirby Suite 100 Detroit, Michigan, 48202 United States	Albert Fields	albert.fields@computechcorp.com	313-833-8000 ext. 30146
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Consulting Resource Associates, Inc. Org. Number: 560894	26600 W. 14 Mile Rd. Bloomfield Hills, Michigan, 48301 United States	Kenneth Myers	KenMyers@cra-consultingresource.com	248-538-2505
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Cross Renovation Org. Number: 561364	34133 Schoolcraft Rd. Livonia, Michigan, 48178 United States	mike butcher Ken Allen	mike@stark-enterprisesllc.com ken@deanflooringservices.com	734-286-2244 734-286-2244
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Cunningham-Limp Development Company Org. Number: 557413	28970 Cabot Drive Suite 100 Novi, Michigan, 48377 United States	Ashley Packwood Sam Ashley	apackwood@clc.build sashley@cunninghamlimp.com	248-893-2318 248-893-2311
Curbco, Inc. Org. Number: 556555	PO Box 70 Swartz Creek, Michigan, 48473 United States	Kirk Cowley David Wurtz Kirk Cowley	k.cowley@curbco2121.com d.wurtz@curbco2121.com unknown@no-reply.com	810-232-2121 ext. 206 810-232-2121 810-232-2121
Custom Valve Concepts Org. Number: 972980	31651 Research Park Drive Madison Heights, Michigan, 48071 United States	Carol King	cking@customvalveconcepts.com	248-246-6260
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Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

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Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

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OCC Builders Inc Org. Number: 1202372	17050 Bushrad St. Suite # 325 Fountain Valley, California, 92708 United States	Shauwki Haasen	ch.hassan71@gmail.com	7142807101
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PAP CONSULTING SERVICES, LLC Org. Number: 1059270	29309 Sunridge Farmington Hills, Michigan, 48334 United States	Paul Jackson	paul.jackson@papconsultingservices.com	3133203176
Paradigm Design, Inc. Org. Number: 559067	333 E. State Street Traverse City, Michigan, 49684 United States	Bill Hadlock	adminassistant@paradigmae.com	616-785-5656
Park-Rite Org. Number: 1249481	20750 Mack Avenue Grosse Pointe Woods, Michigan, 48236 United States	Nicholas Aubrey	nick@parkriteinc.com	3134045858
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T&M Associates Org. Number: 995076	400 Renaissance Center, Suite 2600 Detroit, Michigan, 48243 United States	Donald Pinto	dpinto@tandmassociates.com	614-408-9240
Team CORE, LLC Org. Number: 711970	691 N. Squirrel Rd., Suite 120 Auburn Hills, Michigan, 48326 United States	Matthew J. Farrell	mjf@team-core.com	2484175482
Team One Repair, Inc. Org. Number: 565638	2705 Crestridge Court Suwanee, Georgia, 30024 United States	Andrew Kaluski Andrew Kaluski	andy@teamonerepair.com andy@teamonerepair.com	678-365-2536 678-365-2536
Techmatic, Inc. Org. Number: 978019	4922 Technical Dr. Milford, Michigan, 48185 United States	Brandon Hine	bhine@techmatic.com	7348128286
Technical Group, Inc. Org. Number: 1239746	37716 HILLS TECH DR FARMINGTON HILLS, Michigan, 48386 United States	Danielle Bohannon	danielle@technicalgroupinc.net	2484268000 ext. 2484268000
Technical Service Professionals, L.L.C. Org. Number: 557967	25000 Capitol Redford, Michigan, 48239 United States	Ronald Swan Ronald Swan	estimating@tspenvironmental.com rswan@tspenvironmental.com	734-838-0426 734-838-0426
Technical Service Professionals, L.L.C. Org. Number: 558687	25000 Capitol Street Redford, Michigan, 48239 United States	Ronald Swan Ronald Swan	unknown@no-reply.com ronswan@aol.com	734-838-0426 734-838-0426
Tetra Tech Org. Number: 561277	710 Avis Drive Ann Arbor, Michigan, 48108 United States	Ghia White Ghia White	ghia.white@tetrattech.com ghia.white@tetrattech.com	734-213-5085 734-213-5085
Tetra Tech of Michigan, PC Org. Number: 562902	710 Avis Drive Ann Arbor, Michigan, 48104 United States	Brian Rubel Brian Rubel	brian.rubel@tetrattech.com brian.rubel@tetrattech.com	734-213-4081 734-213-4081
The Christman Company Org. Number: 1045284	208 N Capitol Ave Lansing, Michigan, 48933 United States	Amy Baumer	amy.baumer@christmanco.com	517-374-0843
THE DIAMOND FIRM Org. Number: 608295	19115 WEST EIGHT MILE RD DETROIT, Michigan, 48219 United States	CAROLYN ANDERSON	CTAYLOR@THEDIAMONDFIRM.NET	3132466500
The Diamond Firm Inc. Org. Number: 836297	19115 W EIGHT MILE RD DETROIT, Michigan, 48219 United States	Carrolyn Anderson	jtaylor@thediamondfirm.net	2489053442
The Diggs Group: Heritage Development Services Org. Number: 566935	535 Griswold Suite 1810 Detroit, Michigan, 48226 United States	Tiffany Nance Dorain Diggs Taylor	tnance@thediggsgroup.com Dorian@thediggsgroup.com	313-259-0466 ext. 313 3134612778 ext. 313

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
		Douglass Diggs	ddiggs@thedigsgroup.com	313-410-8077
The Mannik & Smith Group, Inc. Org. Number: 556507	2365 Haggerty Road South Canton, Michigan, 48188 United States	Melanie Bidwell	mbidwell@manniksmithgroup.com	734-397-3100
		Aric Bennett	abennett@manniksmithgroup.com	(734) 289-2200
		Brian P Geer	bgeer@manniksmithgroup.com	(313) 961-9500
		John S. Browning III	jbrowning@manniksmithgroup.com	734-397-3100
		Walter Bolt	wbolt@manniksmithgroup.com	734-397-3100
The Richwell Group, LLC Org. Number: 834902	528 Rich Gap Rd Blairsville, Georgia, 30512 United States	Jamie Crump	jamie@therichwellgroup.com	706-745-0200
The Skillman Corporation Org. Number: 557825	8120 Moorsbridge Road Suite 101. Portage, Michigan, 49024 United States	Mike Kenney	mekenney@skillman.com	269-350-5757
		Mike Kenney	mekenney@skillman.com	269-350-5757
The Transportation Network, Inc. Org. Number: 734972	2844 Livernois rd., Ste 172 Troy, Michigan, 48099 United States	Wesley Fletcher	ttinc@outlook.com	2482554070
The Whiting-Turner Contracting Company Org. Number: 567180	407 East Fort Street, Suite 101 Detroit, Michigan, 48226 United States	Michael Adams	michael.adams@whiting-turner.com	216-214-0979
		Michael Adams	michael.adams@whiting-turner.com	216-214-0979
ThermalNetics Org. Number: 909645	3955 Pinnacle Court Auburn Hills, Michigan, 48326 United States	Eileen Krause	eileenk@thermalnetics.com	2482763300
TOEBE CONSTRUCTION CO. Org. Number: 557815	P.O. BOX 930129 WIXOM, Michigan, 48393 United States	Jeffrey T Stover	jstover@toebe-construction.com	248-349-7500
		Jeffrey T Stover	jstover@toebe-construction.com	248-349-7500
Toole Design Group, LLC Org. Number: 93899	8484 Georgia Avenue, Suite 800 Silver Spring, Maryland, 20910 United States	Amy Boehmer	marketing@tooledesign.com	301-927-1900 ext. 119
		Jennifer Toole, AICP, ASLA	jtoole@tooledesign.com	301-927-1900
Tooles Contracting Group LLC Org. Number: 559818	535 Griswold, Suite 2550 Detroit, Michigan, 48226 United States	Tooles Contracting	estimating@toolesgroup.com	313-221-8500
Traffic Management, Inc. Org. Number: 560915	25900 W. 8 Mile Rd. Southfield, Michigan, 48033 United States	Dorian Hall	dorian.hall@trafficmanagement.com	313-825-2959
		Paul Kelly	paul.kelly@trafficmanagement.com	248-678-8297
TRC Environmental Org. Number: 561753	1540 Eisenhower Place Ann Arbor, Michigan, 48108 United States	Graham Crockford	gcrockford@trcsolutions.com	734-971-7080 ext. 4813
		Doug Kilmer	dkilmer@trcsolutions.com	616-537-8391
		Graham Crockford	gcrockford@trcsolutions.com	734-971-7080 ext. 4810

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
Trigyn Org. Number: 563615	100 Metroplex Drive Edison, New Jersey, 08817 United States	Paige Larkin	solicitations@trigyn.com	732-777-4615
		Tom Gordon	unknown@no-reply.com	732-777-4608
Tri-County Tree Expert Company, Inc. Org. Number: 1220859	7617 19 Mile Road, P.O. Box 1355 Sterling Heights, Michigan, 48311-1355 United States	Michael P Decator	tcteservices@gmail.com	810-614-9868
TriMedia Environmental & Engineering Services, LLC Org. Number: 557959	830 W. Washington Street Marquette, Michigan, 49855 United States	Melissa Harrington	mharrington@trimediaee.com	906-228-5125
		Thomas Anthos	mharrington@trimediaee.com	906-228-5125
Troy Legal Center Org. Number: 1048605	1985 W. Big Beaver Rd. Ste., 320 Troy, Michigan, 48084 United States	Renis Nushaj	renis.n@gmail.com	2488088198
True North Facility Services Org. Number: 560072	1311 Longfellow Royal Oak, Michigan, 48067 United States	Nicholas Whitehurst	truenorthservices@gmail.com	248-545-8670
		Nicholas Whitehurst	truenorthservices@gmail.com	248-545-8670
TTL Associates Org. Number: 556591	44265 Plymouth Oaks Plymouth, Michigan, 48170 United States	Jeff Elliott, P.E.	jelliott@tliassoc.com	734-455-8600 ext. 1238
		Tim Pedro	tpedro@tliassoc.com	734-455-8600
Turner Construction Company Org. Number: 560260	535 Griswold St. Suite 1525 Detroit, Michigan, 48226 United States	Dann McDonald	dmcDonald@tcco.com	313-596-0500
U&S Companies Org. Number: 756914	51192 Milano Rd. Macomb, Michigan, 48042 United States	Evan Wilson	evan@uandscompanies.com	2485880675
UniFirst Coporation Org. Number: 916809	1300 Auburn Ave. Pontiac, Michigan, 48342 United States	Kevin M Smith	kevin_smith@unifirst.com	7347765551
United Resource, LLC Org. Number: 560831	15500 Penn Drive Livonia, Michigan, 48154 United States	David Guth	unitedresource@aol.com	734-462-6170
		David Guth	unitedresource@aol.com	734-462-6170
universal hospitality advisors Org. Number: 561629	25600 woodward ave suite 202 royal oak, Michigan, 48067 United States	sam muraeky	sam@uhadvisors.com	248-808-6642 ext. 102
		sam muraeky	sam@uhadvisors.com	248-808-6642
Urban Landscapes LLC Org. Number: 1216791	768 PINECREST DR FERNDAL, Michigan, 48220-2357 United States	Daniel Whitacre	danurbland@gmail.com	2488357256
Usztan, LLC Org. Number: 559725	261 Collier Road Auburn Hills, Michigan, 48326 United States	Boris Usztan	pm@usztan.com	248-332-7448 ext. 4
		Boris Usztan	busztan@usztan.com	248-332-7448 ext. 107
UTS Org. Number: 556739	10151 Bergin Rd Howell, Michigan, 48843 United States	Jason Primeau	jprimeau@utsdirect.com	248-669-2300 ext. 101
		Katie Skidmore	kskidmore@utsdirect.com	248-669-2300 ext. 106

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
Value Engineering Org. Number: 566729	2804 Southwood Drive East Lansing, Michigan, 48823 United States	Jonathan Kolbasa	value-engineering@outlook.com	517-348-9045
		Jonathan Kolbasa	value-engineering@outlook.com	517-348-9045
		Randall Kraai	rkraai@val-engineering.com	616-802-8338
VALUE INTEGRATION Org. Number: 567541	Penobscot Building, 645 Griswold, Suite# 1900 Detroit, Michigan, 48226 United States	Tariq Malik	Tariqm@valueintegration.com	313-486-2886 ext. 107
		Tariq Malik	Tariqm@valueintegration.com	313-486-2886 ext. 107
Vanguard Building Group, LLC Org. Number: 568110	101 South Main Street, Suite 200 Rochester, Michigan, 48307 United States	Michael A DiNello	mdinello@vanguardmichigan.com	5864053421
		Frank Lalama	unknown@no-reply.com	248-650-6206
		Michael DiNello	unknown@no-reply.com	248-650-6206
Vantage Consulting Group Org. Number: 564718	5465 Bentley Road, Apt 202 West Bloomfield, Michigan, 48322 United States	Van Tatum	vtatum@thevcgrp.com	248-221-2189
		Van Tatum	vtatum@thevcgrp.com	248-221-2189
VMX International, LLC Org. Number: 557720	3011 W. Grand Blvd. Suite 2401 Detroit, Michigan, 48202 United States	Heather Fawcett	hfawcett@vmxi.com	586-713-6737
		Heather Fawcett	hfawcett@vmxi.com	586-713-6737
		Marilyn Stengle	mstengle@vmxi.com	586-246-5807
Volunteers of America Michigan Org. Number: 1187425	21415 Civic Center Dr. Southfield, Michigan, 48070 United States	Michelle Adams	madams@voami.org	269-245-2120
Wade Trim Org. Number: 557013	500 Griswold Avenue, Suite 2500 Detroit, Michigan, 48226 United States	Dezarea Wright	dwright@wadetrim.com	7349479700 ext. 10255
		Trude Noble	unknwon@no-reply.com	734-947-9700
Wah Yee Associates Org. Number: 565825	42400 Grand River Avenue, Suite 200 Novi, Michigan, 48375 United States	William Eland	weland@wahyeeassoc.com	248-489-9160 ext. 103
		Kevin Haas	khaas@wahyeeassoc.com	248-489-9160 ext. 102
Wakely Associates, Inc. Org. Number: 560484	30500 Van Dyke Ave., Suite 209 Warren, Michigan, 48093 United States	Ronald Syme	rsyme@wakelyaia.com	586-573-4100
		Brian Smilnak	bsmilnak@wakelyaia.com	586-573-4100
		Ronald Syme	rsyme@wakelyaia.com	586-573-4100
Walbridge Org. Number: 556890	777 Woodward Avenue Suite 300 Detroit, Michigan, 48226 United States	Joshua Christman	jchristman@walbridge.com	313-442-1174
		Joshua Christman	jchristman@walbridge.com	313-963-8000 ext. 1174
Walker Parking Consultants Org. Number: 556330	2121 Hudson Avenue Kalamazoo, Michigan, 49008 United States	Alicia Michalski	amichalski@walkerconsultants.com	734-663-1070
		Jake Jeppesen	jake.jeppesen@walkerparking.com	269-381-6080
Walker-Miller Energy Services LLC	2990 West Grand Blvd suite 310	Carla Walker-Miller	walkermiller@wmenergy.com	313-366-8535

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
Org. Number: 556950	Detroit, Michigan, 48202 United States	Amy Caminiti	caminiti@wmenergy.com	614-578-8874
		Carla Walker-Miller	Walker-Miller@wmenergy.com	313-366-8535
Wards Excavating Org. Number: 838406	PO Box St. Louis, Michigan, 48880 United States	Ed A Ward	wardsexcavating@ispmgt.com	517-719-4323
Warren Contractors & Development Inc. Org. Number: 558879	14979 Technology Dr. Shelby Twp., Michigan, 48315 United States	Nick Cerullo	nick@warrencondev.com	586-323-3350
		James Cerullo	warrencontractors@gmail.com	586-323-3350
Warren Systems Org. Number: 698918	P.O. Box 189 Lapeer, Michigan, 48446 United States	rick panduren	rick@warrensystemsinc.com	8105169650
Washtenaw Contractors Association Org. Number: 564067	3135 S State St #350-H Ann Arbor, Michigan, 48108 United States	Taylor Itsell	itsellt@wcaonline.org	734-662-2570
		Gretchen Waters	itsellt@wcaonline.org	734-662-2570
Water Mgmt Specialist, Inc. Org. Number: 944716	1596 S. College Rd Mason, Michigan, 48854 United States	Suzanne Rector	grannyrector@gmail.com	5175251854
WBK Engineering, LLC Org. Number: 566554	68 East Michigan Avenue Battle Creek, Michigan, 49017 United States	Justian Crane	jcrahe@wbkengineering.com	2692243182
		Nicole Adesso	nadesso@wbkengineering.com	630.443.7755
WeatherTech Consulting Group, Inc. Org. Number: 556929	7747 Auburn Road Utica, Michigan, 48317 United States	Andrea Garabedian	agarabedian@wtog.net	586-731-3095 ext. 12
		Andrea Garabedian	unknown@no-reply.com	586-731-3095 ext. 11
		Geoffrey Garabedian	ggarabedian@wtog.net	586-731-3095 ext. 12
Weiss Property Management Org. Number: 1189360	2006 RAYMOND ST Bay City, Michigan, 48706 United States	CHAD WEISS	CHAD@WEISSPM.COM	9894154412
Westshore Consulting Org. Number: 561321	2534 Black Creek Road Muskegon, Michigan, 49444 United States	Penny Swain	pswain@westshoreconsulting.com	231-777-3447 ext. 53
		Alan Hinks	pswain@westshoreconsulting.com	231-777-3447 ext. 49
		Wade VandenBosch	pswain@westshoreconsulting.com	231-777-3447 ext. 34
White Construction Org. Number: 557083	1120 W. Baltimore Detroit, Michigan, 48202 United States	Donovan J White	dwhite@whitecon.com	313-872-6700 ext. 141
		Milton Jennings	unknown@no-reply.com	313-872-6700 ext. 140
		W. Bernard White	unknown@no-reply.com	313-872-6700
White Pine Building and Development LLC Org. Number: 559379	49047 Driftwood Drive Shelby Township, Michigan, 48317 United States	Bradley Freestone	whitepinebuilding@gmail.com	586-489-3771
		Bradley Freestone	unknown@no-reply.com	586-489-3771
Wightman & Associates, Inc.	2303 Pipestone Road	Jamie Balkin	jbalkin@gowightman.com	269-927-0100 ext. 108

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
Org. Number: 557893	Benton Harbor, Michigan, 49022	Mr. Thomas A. Deneau	tdeneau@wightman-assoc.com	269-927-0100
William A. Kibbe & Associates, Inc. Org. Number: 560213	1475 S. Washington Ave. Saginaw, Michigan, 48601 United States	Daniel Miller	dmiller@kibbe.com	989-752-5000
		Daniel Miller	unknown@no-reply.com	989-752-5000
		Gregory Bator	gbator@kibbe.com	989-752-5000
		Jay Wheeler	jwheeler@kibbe.com	989-752-5000
		Laura Mettam	lmettam@kibbe.com	989-752-5000
William Floyd Company Org. Number: 863228	716 Victory Drive Howell, Michigan, 48843 United States	Dave Polidan	dave@wmfloyd.net	810-845-6066
Wolverine Solutions Group Org. Number: 1093922	1601 Clay street Detroit, Michigan, 48211 United States	Steve Conway	conman30@aol.com	7346126634
Wolverine Solutions Group, Inc. Org. Number: 557264	1601 Clay Street Detroit, Michigan, 48211 United States	Stacey Blue	sblue@wolverinemail.com	313-871-3547
		Stacey Blue	sblue@wolverinemail.com	313-871-3547
Wolverne Engineers & Surveyors, Inc. Org. Number: 557487	312 North Street Mason, Michigan, 48854 United States	Dan Wisinski	danw@wolveng.com	517-676-9200 ext. 114
		Dan Wisinski	unknown@no-reply.com	517-676-9200
		Don Heck	donh@woiveng.com	517-676-9200
Woods Consulting Group Org. Number: 894592	1617 Beech Street Normal, Illinois, 61761 United States	Kevin Woods	woodsconsulting@frontier.com	3098302545
World Wide Technical Services (WWTS, LLC) Org. Number: 1183594	3686 Merriweather Ln. Rochester Hills, Michigan, 48306 United States	Darryl Farmer	dfarmer@wwtsllc.net	2486727617
Wright & Hunter, Inc. Org. Number: 557405	818 West 11 Mile Road Royal Oak, Michigan, 48067 United States	Scott Brune	sbrune@wrighthunter.com	248-594-5850 ext. 131
		Scott Brune	sbrune@wrighthunter.com	248-594-5850 ext. 100
WSP Michigan Inc. Org. Number: 556816	500 Griswold Street Suite 2600 Detroit, Michigan, 48226 United States	Edwin Tatem	Vandall@pbworld.com	313-963-5760 ext. 2813
		Duncan R Mein	duncan.mein@wsp.com	313-324-9881
		Edwin Tatem	beard@pbworld.com	313-963-5760
Xperiential Laboratories Org. Number: 1067118	45145 W 12 Mile Road Novi, Michigan, 48377 United States	Mike Albu	malbu@xperiential.com	2485745528
Yanke Construction, inc. Org. Number: 919146	41621 Hampshire St Novi, Michigan, 48375 United States	Maxwell Yanke	maxyanke@yankeconstruction.com	2487300565
		Hunter Urban	hunterurban@yankeconstruction.com	2489127970

Matching Supplier List: 50th District Court Bldg Modifications - 50th District Court Building Modifications

Organization	Address	Contact	Email	Phone
Yukon Construction Org. Number: 954949	1341 S Range Rd St Clair, Michigan, 48079 United States	Jennifer LaDuke	jladuke@yukoncs.com	8108417397
Zuniga Cement Construction Inc. Org. Number: 557436	22500 Ryan Rd Warren, Michigan, 48091 United States	Tomas Zuniga Tomas Zuniga	zunigacement@aol.com unknown@no-reply.com	586-754-5900 586-772-5400



Financial Services – Purchasing Division

NOTICE

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

50th District Court Building Modifications

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

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

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

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Monday, April 08, 2019 at 2:00 p.m. prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

50th District Court Building Modifications

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by **2:00 PM, Monday, April 08, 2019.** Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked: **"50th District Court Building Modifications"**

The City of Pontiac is in the process of repairing and renovating the 50th District Court Building, located at 70 N. Saginaw, Pontiac, MI 48342 and is seeking bids from General Contractors for the purpose of assisting the City with implementing the project.

The selected firm shall minimally possess successful experience in the areas described in the Scope of Services. Knowledge of the City's codes, ordinances and engineering design standards is beneficial.

A Mandatory Walk-Thru meeting will be held at the 50th District Court Building, 70 N. Saginaw, Pontiac, MI 48342, on Friday, March 29, 2019 at 10:00 am. Bids submitted by firms not in attendance of the walk-thru will not be accepted.

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

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

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

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

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

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

If you have any technical questions regarding this RFP specifications, plans and hazardous materials study, please contact the Adrianna Melchior, AIA, LEED AP BD+C via email to amelchior@hrc-engr.com

1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the 50th District Court Building Modifications will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 PM, Monday, April 08, 2019, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "50th District Court Building Modifications", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI 48342.

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

1.2 Examination of Bid Documents

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

1.3 Withdrawal of Bids

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

1.4 Bid Form

Each bid shall be made on the form provided, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.5 Basis of Award

The intention of the City is to award the contract for this job to a bidder whose skill and financial resources are equal to the task of completing the work in a satisfactory manner as specified by the City. The successful bidder will show proof of experience in General Construction Management. Contractor must have successfully completed work on (3) separate projects that included building-wide HVAC improvements for a municipal building of 20,000 SF or more in the last ten (10) years

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

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

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

1.6 Bid Bond

A bid guarantee is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. Bid bond to be included with bid.

1.7 Pre-Bid Meeting

A Mandatory Walk-Thru meeting will be held at the 50th District Court Building, 70 N. Saginaw, Pontiac, MI 48342, on Friday, March 29, 2019 at 10:00 am. Bids submitted by firms not in attendance of the walk-thru will not be accepted.

2. TERMS AND CONDITIONS

2.1 Laws and Municipal Ordinances, Permits

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

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

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

2.2 Non-Discrimination

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

2.3 Indemnification

The Contractor shall indemnify, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.

2.4 Jurisdictional Authority

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

2.5 Severability

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

2.6 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting

and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract. Contractor is required to withhold City of Pontiac income tax from wages paid to:

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac. Contractor is not eligible for the award if they have not filed or paid corporate and employee income tax to the City of Pontiac.

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

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

2.7 Compensation and Payment

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

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

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

Payment Terms – Net 30

2.8 General Conditions

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

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

All funds must be quoted in US dollars

2.9 Quotations/Proposals

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

2.10 Minor Deviations

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

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

2.11 Bonds and Insurance

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

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

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

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000 per occurrence and aggregate. Coverage shall include the following extensions:

- a. Contractual Liability;
- b. Products and Completed Operations;
- c. Independent Contractors Coverage;
- d. Broad Form General Liability Extensions or equivalent, if not already included.

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

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

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

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

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

2.12 Bid Bond

A bid guarantee is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. Bid bond to be included with bid.

NOTE: If the Contract exceeds \$50,000.00, you will need 2.13 & 2.14 & 2.15

2.13 Performance Bond

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

2.14 Payment Bond

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

2.15 Maintenance and Guarantee Bond

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

3. DESCRIPTION OF SERVICES

3.1 GENERAL INFORMATION

The City of Pontiac is in the process of repairing and renovating the 50th District Court Building and is seeking proposals from General Contracting firms for the purpose of assisting the City with implementing the project in cooperation with and in reliance upon the, the services of the Architectural & Engineering firm Hubbell, Roth & Clark, Inc.

3.2 BACKGROUND INFORMATION

- A. The City of Pontiac 50th District Court Building was dedicated in January 1977 and used by the Court during the entire life of the Facility.
- B. The Court Facility is a two-story structure with approximately 12,500 square feet on the first floor and 17,000 square foot on the second floor. A 1,400 square foot basement houses mechanical equipment. The first floor houses the Court Administration, Arraignment Court and Detention Cells. The second floor houses four smaller courtrooms, offices and support rooms for the Judges and Court personnel.
- C. The following reports are attachments/appendix. They are provided for download separately at <http://www.pontiac.mi.us/departments/finance/purchasing.php>.
 - 1. 50th District Court Modification Specifications, October 22, 2018 (390 pages)
 - 2. 50th District Court Project Drawings, October 22, 2018 (39 pages-large format)
 - 3. Hazardous Materials Survey, February 19, 2019 (85 pages)

3.3 BID PROPOSAL INFORMATION

In addition to the required form "50th District Court Building Modifications" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½ "x 11" paper. There is no limit to pages submitted for complete response to this section:

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

- a) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.
- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.
- d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).
- e) Provide current Good Standing Certificate for the firm (if applicable).
- f) Provide organizational documents for the firm such as bylaws and operating agreement (If applicable),
- g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- h) Provide a list of board of directors and officers of firm (if applicable).
- i) Provide insurance as required in Appendix "D"
- j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past ten (10) year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.

- l) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide bid bond, performance bond, payment bond and maintenance & guarantee bond as outlined in section "IX. BONDING REQUIREMENTS"
- n) Complete Subcontractor form. Use this form to report any contractors not employed by your firm.
- o) Complete and submit in the bid packet, the Legal Status of Bidder Form, Firm Questionnaire, Proposal form and Authorization of Proposal form.

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

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

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

3.4 TIMELINE

The City has set the following general timeline, which can be modified at the discretion of the City:

March 18, 2019	Request for Proposal issued
March 29, 2019	Pre-bid meeting @ Courthouse
April 8, 2019	Proposals due no later than 2:00 p.m.
April 8-15, 2019	Review Proposals
April 23, 2019	Recommendation given to City Council for review
April 30, 2019	Motion to Approve Contract Award by City Council
May 1, 2019	Contract Signing
June 2019	Pre-Construction Contractor kick-off
August 2019	Construction begins

3.6 SCOPE

The City of Pontiac is seeking qualified firm(s) to provide 50th District Court Building Modifications for renovation and repairs. During all phases, the Contractor will serve as the key liaison between the City of Pontiac, the subcontractors. This service shall include, but shall not be limited to, the coordination of activities and resolution of any resulting problems and attendance and reporting of progress issues to City staff as necessary

Services will begin immediately after award of the contract by City Council. Services during this phase will include, but not limited to:

A. General Requirements

The General Contractor is the Prime Contractor for the work, and is responsible for completing all of the work of all of the trades to complete the project. The Prime Contractor shall be responsible for obtaining all State of Michigan and local permits required to complete the work.

During the Contractor's performance of the work of this Contract, the 50th District Court will continue to occupy the existing building. Interruption of building access and facilities by the Contractor will not be permitted, to whatever extent such interruption might interfere with the 50th District Court occupancy. Limit construction operations to those methods and procedures which will not adversely and unduly effect the working environment of the 50th District Courts occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions. Coordinate and schedule all work in existing building with the Architectural & Engineering firm Hubbell, Roth & Clark, Inc. and City of Pontiac Department of Public Works.

B. Pre-Construction Services Oversight

The General Construction Manager (CM) shall attend and participate in all pre construction meetings. The Contractor shall prepare a site logistics and utilization plan for review by A & E firm (HRC) and the City of Pontiac.

Develop and maintain a detailed master project schedule. This schedule should be developed using a nationally recognized computerized scheduling program. The schedule will include all phases of the work: approval of the contracts for each trade or category of work and all construction activities through close out of the project.

C. Construction Oversight Services

GENERAL ADMINISTRATION: The General Construction Manager (CM) will administer the contract(s) for all sub-contracted work. Maintain a competent and sufficient number of full-time field staff to administer the work of the project, coordinate and supervise the work. The CM shall conduct as needed meetings with the project team and all prime/trade contractors. REPORTING/COMMUNICATIONS: Maintain a log of construction activities and progress. Hold informational meetings with the A & E and City of Pontiac to provide an update of the projects progress. Develop and maintain computerized information management systems to monitor costs, requests for information, change order status, submittals and all other project information.

PROJECT ACCOUNTING: On a monthly basis, gather all contractor and supplier invoices and summarize overall project billing in a format acceptable to the City of Pontiac. Process payment requests and collect waivers from trade contractors and suppliers. Review, negotiate and recommend action regarding subcontractor change orders prior to submission to A & E and City of Pontiac for review. Continuously monitor the total project costs. Obtain the required bonds and insurance certificates from all contractors and suppliers.

PERMITS/INSPECTIONS: Secure all necessary local, state and federal permits and inspections.

O & M MANUALS/AS-BUILT DRAWINGS: Review and turn over all O & M manuals for all equipment to the City of Pontiac. Throughout the project, maintain an accurate set of as-built documents for the City of Pontiac incorporating all aspects of the construction.

D. Project Closeout

CLOSEOUT ACTIVITIES: Create a detailed punch-list and resolve incomplete items. Require subcontractors to provide Unconditional Waivers of Lien, Releases and Sworn Statements.

TRAINING/START UP: Coordinate equipment training for appropriate staff of the 50th District Court and the City of Pontiac Department of Public Works, to ensure smooth transition of building operation. Administer start up and testing of all equipment by manufacturer's representatives.

WARRANTIES AND GUARANTEES: Obtain appropriate warranties and guarantees from all applicable subcontractors and suppliers. Provide copies of the same to the City of Pontiac. Enforce provisions of warranties and guarantees with appropriate parties.

SUBCONTRACTOR/SUBCONSULTANT

The contractor shall not sublet, assign or transfer the contract or any portion of any payment due the contractor hereunder, without the written consent of the City. If it is the intention of the bidder to use Subcontractor(s) for any of the work called for herein, the respondent shall provide the information required for each Subcontractor, below.

Name of Firm: _____ Contact Person: _____

Address/City State: _____

Phone: _____ Email: _____

Brief Narrative of the firm's expertise highlighting completed projects:

Name of Firm: _____ Contact Person: _____

Address/City State: _____

Phone: _____ Email: _____

Brief Narrative of the firm's expertise highlighting completed projects:

Name of Firm: _____ Contact Person: _____

Address/City State: _____

Phone: _____ Email: _____

Brief Narrative of the firm's expertise highlighting completed projects:

Name of Firm: _____ Contact Person: _____

Address/City State: _____

Phone: _____ Email: _____

Brief Narrative of the firm's expertise highlighting completed projects:

LEGAL STATUS BIDDER

Fill out the appropriate section below for your company and strike out the other three. Provide additional sheets if more space is needed for your responses.

Corporation:

State and County in which incorporated: _____

Official title of person signing proposal: _____

Address of signer: _____

Full names, addresses and titles of all the corporation's directors and officers:

Partnership:

State and County in which established: _____

Official title of person signing proposal: _____

Address of signer: _____

Full names, addresses and titles of all partners:

Limited Liability Company (LLC):

State and County in which established: _____

Official title of person signing proposal: _____

Address of signer: _____

Full names, addresses and titles of all members and managers of the LLC:

FIRM QUESTIONNAIRE

Please give the following information regarding your proposal:

1. List three (3) Michigan Municipal agencies that you have performed this service for in the last ten (10) years

Name: _____

Contact Person: _____

Phone #: _____ E-mail address: _____

Approximate Combined Portfolio Value _____

Name: _____

Contact Person: _____

Phone #: _____ E-mail address: _____

Approximate Combined Portfolio Value _____

Name: _____

Contact Person: _____

Phone #: _____ E-mail address: _____

Approximate Combined Portfolio Value _____

2. List states and categories in which your organization is legally qualified to do business:

3. Answer Yes/No to the following. If "Yes" explain. In the last 5 years, has your company:

- a. Had a contract terminated by a client for cause?

- b. Been in litigation, arbitration, mediation or regulatory proceedings related to your provision of General Contracting?

4. Does your firm provide other Services besides General Contracting Services? If "Yes" explain what other services you provide and identify the percentage of its business devoted to exclusively General Contracting Services over the past ten (10) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest.

5. Identify any software or other management systems (including F*TP/SFTP sites) in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.).

6. Describe its method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

7. Describe how it stays up-to-date on all construction code, regulatory and other legal requirements related to municipal/commercial/governmental construction.

8. Describe your firm's preferred plan for on-sight observation/supervision of the project.

9. Specifically identify and explain any and all exceptions to your firm's compliance with the requirements of this RFP and sample Contract. Failure to specifically identify and explain an exception shall be deemed an express agreement to be bound by the terms of the RFP and Contract.

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2019
To All Here Present:

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

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

These guidelines are provided to assist firms submitting in response to this Request for Proposal in formulating a thorough response. The successful firm ensures and understands that:

1. All licenses required by the State of Michigan are to be maintained by the firm during the course of the contract.
2. All required insurances are to be maintained by the firm during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract.
4. The firm will comply with administrative procedures of the City.
5. The firm will meet with applicable City departments and consultants to review specific concerns or issues.
6. The firm shall perform with a consistent team.
7. The firm shall attend meetings as requested.
8. The firm shall apply for all permits needed for the project(s) on behalf of the City or agency of jurisdiction.
9. The firm shall provide status sheets periodically to City.

BASE BID

Dir: Dollar Ea: Each Lft: Linear Foot Syd: Square Yard Sft: Square Foot Cft: Cubic Foot LS: Lump Sum Cyd: Cubic Yard

OWNER'S ADD OPTION #1

OWNER'S ADD OPTION #2

OWNER'S ADD OPTION #3

OWNER'S ADD OPTION #4

OWNER'S ADD OPTION #5

Dir: Dollar Ea: Each Lft: Linear Foot Syd: Square Yard Sft: Square Foot Cft: Cubic Foot LS: Lump Sum Cyd: Cubic Yard

CITY OF PONTIAC - BID PROPOSAL

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

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

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX # _____ Date: _____

Website: _____ Federal Tax I.D. #: _____

CONTRACT FOR 50TH DISTRICT COURT BUILDING MODIFICATIONS

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

2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide General Construction Management for the 50th District Court Building Modifications to the City (see Scope above).

3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform 50th District Court Building Modifications in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

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

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

[INSERT PAYMENT TERMS PER CONTRACT]

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

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

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

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

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

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

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

EXHIBIT "A"

ADDITIONAL TERMS AND CONDITIONS

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

- 6) Insurance. Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on

confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

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

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
 - b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
 - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.
- 11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City

immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.

- 14) Indemnification. The Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.
- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.
- 16) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

- 17) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 18) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- 19) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 20) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 21) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 22) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.

23) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

24) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

25) Termination for convenience clause.

- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in

this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
 - f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) **Termination upon bankruptcy.** This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 31) **Third party action notification.** The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) **Unsatisfactory work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) **Waiver.** No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

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

- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.
- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

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

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

[CONTRACTOR]

DATE

Sign: _____

Print: _____

Title: _____

City of Pontiac

DATE

Sign: _____

Print: _____

Title: _____

50th District Court Building Modifications – Addendum #1

The following modifications are to be incorporated into the plans, specifications and contract documents for the above referenced project.

Pre-Bid Meeting Notes:

1. All questions are to be submitted to Michelle McKenzie, regardless of their technical nature, so that all the questions can be compiled and responded to in an organized fashion to all bidders.
2. A building permit has been applied for with the City of Pontiac. The cost of the building permit is to be included in the Bid. The cost is \$ 28,152.00 (\$35 for application fee, \$3,062 for plan review, \$25,055 for construction permit). Work on the boilers will require a permit from the State of Michigan. All costs associated with that permit are also to be included in the Bid – the actual cost must be verified by the Contractor prior to submitting their proposal.
3. Picture ID's are required to be worn in a visible location at chest height for all workers at all times.
4. All parking costs are to be borne by the Contractor as incidental to the work. The parking spaces at the curb adjacent to the building at N. Saginaw St. and the parking lot at the east side of the building are always off-limits. Temporary parking for loading and unloading only will be permitted at University Dr. to the north of the building.
5. The Contractor must submit a proposed schedule with projected dates for the project. Include start and end dates, as well as major project milestones and sequence of construction. It was noted that the work at the new 1st floor Meeting Rooms and repairs at the 2nd floor Conference Rooms are desired to be fully completed by October 1, 2019. And the preference is to do the mechanical equipment change over when HVAC demand is projected to be lower in September/October so that it will have the least impact to building occupants. It is anticipated that construction could start as early as June.
6. Contractor Minimum Qualifications will be changed from "municipal" building to "public" building in Sections 1.5, 3.3j and Firm Questionnaire. Contractors must specifically indicate project type and include a brief description of work performed in the Firm Questionnaire.
7. The project as a whole will be awarded to one Prime Contractor. The City will not contract directly with specialty Contractors for subdivided portions of the work.
8. The Contractor is required to provide O&M manuals and O&M training to City staff for all new equipment as part of this work scope.
9. All work will need to be coordinated with City staff in order to protect building occupants. The building will remain in full operation during the construction period, therefore, night and weekend work may be required for certain activities to minimize disruptions.
10. Pre-Bid Meeting sign in sheet is attached, along with a revised blue print page A-8.

Additional Requirements/Notes:

1. The Contractor will be required to provide temporary barricades and other protection measures as required to prevent the public from accessing certain areas of the construction. These devices are to be included with the cost of the project. All devices are to be coordinated with the City prior to erection and must be kept clean and presentable at all times. Any locks are to be approved by the City – copies of keys or access codes are to be given to City staff to allow for access as necessary. Floors, walls and ceiling finishes are to be repaired to original condition once the devices have been removed.
2. Consider the existing roofing warranty as expired.

List of Manufacturers Deemed Acceptable Alternates to Specified Manufacturers:

1. CSO Control Systems for Building Automation (Supplier for Automated Logic) (15910 – Direct Digital Controls)
2. Scranton Products (10160 – Toilet Partitions)
3. Hadrian Inc. (10160 – Toilet Partitions)
4. MegaMet Industries (08114 & 08115 – Steel Doors & Steel Frames)

It is to be noted that although the Mfrs. listed have been deemed acceptable, their products must still meet all of the requirements listed in the specifications and drawings.

List of Manufacturers Allowed to Submit as Voluntary Alternates:

(Products must meet all specified requirements.)

1. Heat Transfer Products (15180 – Boilers & 15440 – Water Heater)
2. Delta Controls Group, LOYTEC USA (15910 – Direct Digital Controls)

Drawing Modifications:

1. Sheet A-3 (Not Re-Issued)
 - At Atty. Conf. Rooms 205, 206, 207 & 208, remove gypsum board at interior side of room and carefully salvage all existing cover plates, thermostats, etc. for reinstallation. Install continuous R-15 sound attenuation batt insulation at all wall cavities. Existing ceilings to remain and be protected – carefully push batt insulation up wall to extend above ceiling by a minimum of 6" at all locations. Install new 5/8" thick gypsum board at all stud walls – prepare, prime and paint in accordance with Spec Section 09900. Carefully reinstall all removed cover plates and devices. Install new 4" rubber cove base in accordance with Spec Section 09650 at all walls.
 - Sound batt insulation used at all new interior wall locations in the building is to be Owens Corning, EcoTouch PINK unfaced fiberglass insulation, or approved equal.
 - This work is to be itemized on the Bid Proposal under "Owner's Add Option #1" as a separate line item.
2. Sheet A-4 (Not Re-Issued)
 - In lieu of new carpet as denoted at areas in Corridor 214 & Jury Waiting Room 212, provide new Luxury Vinyl Plank flooring to match the adjacent flooring used at the 2nd floor hallways.
 - Clarification: all new and altered walls that are not receiving wall tile are to be finished with 4" rubber cove base per Spec Section 09650. Color to be selected from Mfr. full range of available colors – more than one color may be selected for the project.
3. Sheet A-8 (Re-Issued)
 - Existing steel beams at Areaway are to be cleaned, prepared and repainted (do not paint at areas in direct contact with new steel frame).
 - Change size of new steel frame to be W8x24. Grating to bear directly on bottom flange of new W8 a minimum of 2" – omit 1/4" bearing plate.
 - New W8x24 frame to be bolted. Weld to top of existing steel.

All other items in the plans, specifications and contract documents remain unchanged.

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

#19

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

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

DATE: May 2, 2019

RE: Owners Representative Services – Phoenix Center

The Department of Public Works has prepared and advertised a request for qualifications for Owners Representative Services. Qualifications were accepted on at April 1, 2019 at 2:00 PM in the office of the City Clerk and publically opened at that time.

There were six respondents to the RFQ. They were:

- Auch
- Hubble, Roth and Clark, Inc.
- JMK Consultants
- NTH Consultants
- Plante Moran CRESA
- Seit Group, LLC

A three-member review panel individually reviewed the responses and awarded points based on the responses. A firm was able to obtain as many as 100 points from each evaluator in the following categories in the following categories:

- Understanding of Service-20 points
- Qualifications of Team-50 points
- Past Performance-30 points

Due to the specific need for this project, it was important to get a firm that has experience in a wide variety of construction management and oversight. Based in the scoring of the panel, that firm is Auch. The budget for this contract will be part of the overall bond request for the repairs and renovations to the Phoenix Center.

It is the recommendation of the Department of Public Works that the City accept the panels recommendations and authorize the Mayor or Deputy Mayor to enter into an Owners Representative contract with Auch.

WHEREAS, The City of Pontiac has advertised and received responses to a request for qualifications for Owners Representative Services on April 1, 2019 and publically opened bids, and;

WHEREAS, a review panel has scored the responses, and;

WHEREAS, after scoring, the most qualified consultant was Auch.

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to enter a three year
contracts with Auch for Owners Representative services.

JVB

attachments

REFERRAL/RECOMMENDATION FORM

DATE: May 2, 2019

TO: Jane Bais-DiSessa, Deputy Mayor

FROM: Michelle L. McKenzie, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

☐ City Council ☒ Bid Approval ☐ Budget Approval ☐ Cancelled ☐ Other

Bid Analysis and Recommendation for _____



You Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.

RFP: Owner's Representative Services

REMARKS: After a competitive process and a public bid opening, it is recommended
that George W. Auch Company be awarded the Owner's Representative Services project.

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

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

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

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

Vendor has met the requirements of the Request For Qualifications Bid Documents.
The above named firm has also provided references of the companies where they have performed similar work.
They have the experience and equipment necessary to perform the duties of the RFQ.
I have included the listing of vendors notified on MITN.

Signature of Purchasing Agent:

Michelle A McKenzie

Date: 5/2/19

Approved by:

Signature of Deputy Mayor:

J. Br Difun

Date: 5.2.19

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



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

VERIFY A LICENSE/REGISTRATION

Name	DBA Name	License Type	License Nbr	Address	Status	Enforcement Action
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ID Number: 800176633

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Summary for: GEORGE W. AUCH COMPANY

The name of the DOMESTIC PROFIT CORPORATION: GEORGE W. AUCH COMPANY

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800176633 Old ID Number: 169546

Date of Incorporation in Michigan: 05/01/1969

Purpose:

Term: Perpetual

Most Recent Annual Report: 2019

Most Recent Annual Report with Officers & Directors: 2019

The name and address of the Resident Agent:

Resident Agent Name: CRAIG WALDEN

Street Address: 65 UNIVERSITY DR.

Apt/Suite/Other:

City: PONTIAC

State: MI

Zip Code: 48342

Registered Office Mailing address:

P.O. Box or Street Address: 65 UNIVERSITY DR.

Apt/Suite/Other:

City: PONTIAC

State: MI

Zip Code: 48342

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	VINCE DELEONARDIS	65 UNIVERSITY DR. PONTIAC, MI 48342 USA
TREASURER	CRAIG WALDEN	65 UNIVERSITY DR. PONTIAC, MI 48342 USA
SECRETARY	CRAIG WALDEN	65 UNIVERSITY DR. PONTIAC, MI 48342 USA
DIRECTOR	JEFF HAMILTON	65 UNIVERSITY DR. PONTIAC, MI 48342 USA

Act Formed Under: 327-1931 Michigan General Corporation Act

Total Authorized Shares: 20,000

Written Consent

[View Assumed Names for this Business Entity:](#)

View filings for this business entity:

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

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Comments or notes associated with this business entity:

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a SAM account, use your **SAM email** for login.gov.

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- ⚠ ALERT: June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.
- ⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 05/11/2019, from 8:00 AM to 1:00 PM (EDT).
- ⚠ ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

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Current Search Terms: **GEORGE W. AUCH COMPANY***

Total records:0

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Michelle McKenzie

From: Larry A. Kosofsky
Sent: Thursday, May 2, 2019 2:59 PM
To: Michelle McKenzie
Subject: RE: Please check for compliance AUCH

Hello Michelle,

This company that is Pontiac based, is in compliance with the ordinance.

Larry

From: Michelle McKenzie <MMcKenzie@pontiac.mi.us>
Sent: Thursday, May 2, 2019 2:18 PM
To: Larry A. Kosofsky <lkosofsky@pontiac.mi.us>
Subject: Please check for compliance AUCH

Larry,

Please check for income tax compliance
George W. Auch Company
Fed ID# 38-1888886

65 University Drive
Pontiac, MI 48342

Thank you,

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

65 UNIVERSITY DR PONTIAC, MI 48342-2359 (Property Address)

Parcel Number: 64-14-29-428-002



Item 1 of 1 0 Images / 1 Sketch

Property Owner: AUCH EAST GATEWAY**Summary Information**

- > Commercial/Industrial Building Summary
 - Yr Built: 2017
 - Total Sq.Ft: 18,396
 - # of Buildings: 1
- > Property Tax information found
- > Assessed Value: \$13,440 | Taxable Value: \$13,440
- > 20 Building Department records found

Owner and Taxpayer Information

Owner	AUCH EAST GATEWAY 735 S PADDOCK ST PONTIAC, MI 48341-3241	Taxpayer	SEE OWNER INFORMATION
--------------	---	-----------------	-----------------------

General Information for Tax Year 2017

Property Class	202 Bus Vac	Unit	64 City of Pontiac
School District	210 Pontiac City Schools	Assessed Value	\$13,440
ITOnly	POST	Taxable Value	\$13,440
PPBusCode	0	State Equalized Value	\$13,440
User Alpha 1	Not Available	Date of Last Name Change	09/05/2017
User Alpha 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
User Alpha 2	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2018	0.0000 %	-
2017	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2016	\$13,440	\$13,440	\$13,440
2015	\$13,440	\$13,440	\$13,440
2014	\$13,440	\$13,440	\$13,440

Land Information

Zoning Code	BI	Total Acres	3.427
Land Value	\$26,890	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	ECF, Table IVL industrial vacant 168 parcels	Mortgage Code	00265
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

T3N, R10E, SEC 29 ASSESSOR'S PLAT NO. 121 LOT 2 EXC THAT PT DESC AS FOL BEG AT A PT ON SE1/4 LOT LI, SD PT BBNG 120.2 FT SWLY FR THE SECOR OF A.P. 121 TH N 21-20-37 E 39.75 FT TH N 26-51-04 W 221 FT TH S 63-08-56 W 5 FT TH N 26-51-04 W 1822 FT TO PT OF CUR TO L HAVING A RAD OF 553.11 FT TH NWLY ALG ARC OF SD CUR TO PT ON NW1/4 LOT LI TH NELY TO NE COR OF LOT 2 TH SELY ALG NELY LOT LI TO SELY COR OF LOT 2 TH SWLY ALG SELY LOT LI TO PT OF BEG. & ALLOF LOTS 3 THRU 15 EXC THE WLY 10 FT OF LOTS 8 THRU 15 INCL MEASURED AT RIGHT ANG WITH WLY LI SD LOTS 8 THRU 15

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Divs of Parent	0
Date Created	No Data to Display	Unallocated Divs Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
08/22/2017	\$1.00	QC	GEORGE W AUCH CO	AUCH EAST GATEWAY	5-NotArmsLength	510063062
02/15/2017	\$200,000.00	QC	RACER PROPERTIES	GEORGE W AUCH CO	1-ValidSale	50410710
03/31/2011	\$1.00	QC	MOTORS LIQUIDATIONCO	RACER PROPERTIES	5-NotArmsLength	43124310

Building Information - 18396.00 sq ft Office Buildings (Commercial)

Floor Area	18,396 sq ft	Estimated TCV	Not Available
Occupancy	Office Buildings	Class	C
Stories Above Ground	1	Average Story Height	18 ft
Basement Wall Height	0 ft	Identical Units	Not Available
Year Built	2017	Year Remodeled	Not Available
Percent Complete	40%	Heat	No Heating or Cooling
Physical Percent Good	98%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	1 yrs

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Number of Invoices: 2 Total Invoices Amount: 4375.00

Check #	Check Date	Amount	Check Type	1099	Description
CONS 449127	11/12/2004	4360.00	Paper Check	No	
CONS 459579	12/01/2005	15.00	Paper Check	No	
Number of Checks:				2	Total Checks Amount: \$375.00

Number of Checks:	2	Total Checks Amount:	4375.00
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Close

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Table Listing, where

the firm or trade name begins with "GEORGE W AUGH";

the profile's status is Active;

the profile may have expired in SAM;

the business is not necessarily registered in SAM (no CAGE code issued yet);

and randomized by original start time of search: 2019-05-02 02:36:22 PM.

Data validation took 0.01 seconds. The count and search queries took 10.60 seconds and 10.67 seconds, respectively.

No profiles met your search criteria.

View

Name and Trade Name of Firm

Contact

Address and City, State Zip

Capabilities Narrative

No more matches

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For SAM Customer Service, contact:

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334-206-7828

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Last modified: 05/23/2013 12:00:00 AM

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Session timeout in 37 minutes

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George W. Auch Company

Organization Number	557946	Address	65 University Drive Pontiac, Michigan, 48342 United States
County/Region	Oakland County	Phone	248-334-2000
Registration Date	06/10/2017	Fax	248-334-3404
Status	Active	Email	sdebo@auchconstruction.com

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

Registration Information

Business Structure	Private Corporation
Business Type	Large
Owner Ethnicity	Not Specified
Number of Employees	51 to 250
Established Since	1908

W-9



MITN Purchasing Group

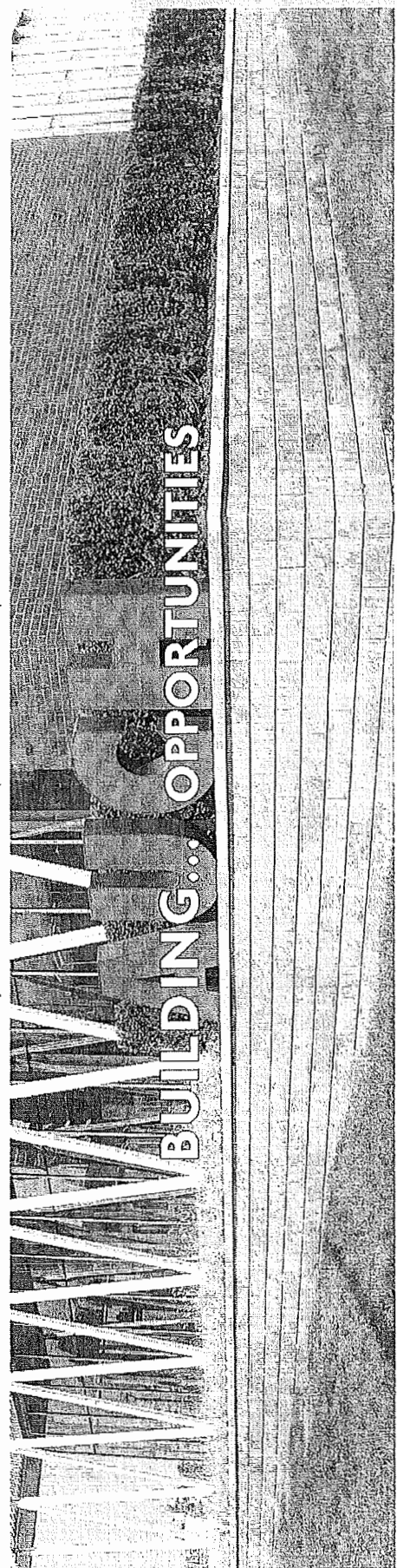
Member Since	06/10/2017	Status	Completed
Last Update Date	06/10/2017 12:24 PM EDT	Last Update By	Shawn Debo
Membership Level	Statewide Notification		

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

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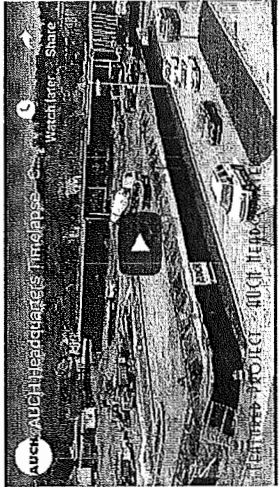
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Owner's Representative Consultant Services

This unofficial tabulation is for your information and only included what was read at the bid opening.

The information has not been evaluated or confirmed.

	Contractors that submitted Statements of Qualifications			
1	JMK Consultants, Inc.	6905 Telegraph Rd., Ste 170	Bloomfield Hills, MI 48301	
2	AUCH	65 University Drive	Pontiac, MI 48342	
3	Plante Moran CRESA	27400 Northwestern Highway	Southfield, MI 48034	
4	NTH Consultants, Ltd.	18 West Lawrence, Suite 140	Pontiac, MI 48342	
5	Seit Group LLC	995 N. Pontiac Trail #606	Walled Lake, MI 48390	
6	Hubbell, Roth & Clark, Inc	555 Hulet Drive	Bloomfield Hills, MI 48302	
7				

Witness: Michelle McKenzie, Purchasing Agent

Witness: _____

Opened by City Clerk: Sheila Grandison, Deputy City Clerk

Date/Time: 4-1-19 @ 2:00 pm



Matching Supplier List

Created by:

Michelle McKenzie

Created on:

03/11/2019 04:32 PM EDT

Solicitation:

Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
3.L.K. CONSTRUCTION L.L.C. Org. Number: 557749	1401 Howard DETROIT, Michigan, 48216 United States	LORENZO WALKER	ourteam@3lkconstruction.com	313-962-8700
		LORENZO WALKER	lorenzo@3lkconstruction.com	313-962-8701
A.Z. Shmina, Inc. Org. Number: 557092	11711 Grand River Road Brighton, Michigan, 48116 United States	Andrew Shmina	as@azshmina.com	810-227-5100
		Andrew Shmina	as@azshmina.com	810-227-5100
ABE Associates, Inc. Org. Number: 556999	440 Burroughs Street, Suite 605 Detroit, Michigan, 48202 United States	Andre Brooks	andreb@abe-engineers.com	313-961-5170 ext. 101
		Andre' Brooks, PE	andreb@abe-engineers.com	313-961-5170
ACE SPECIALTIES LLC Org. Number: 896402	119 SOUTHPARK RD LAFAYETTE, Louisiana, 70508 United States	CHRISTL MAHFOUZ	fmoodie@acespecial.com	337-232-8796
Ace-Pros Inc Org. Number: 633826	22375 Broderick Dr, #140 Dulles, Virginia, 20166 United States	Rahi Raj	rahi@aceprosinc.com	5714180618
Acme Enterprises, Inc. Org. Number: 560340	15751 Martin Road Roseville, Michigan, 48066 United States	Bob Walny	rwalny@acme-enterprises.com	586-771-4800
		Bob Walny	rwalny@acme-enterprises.com	586-771-4800
		Robert Russell	rrussell@acme-enterprises.com	586-771-4800
Acme Research Org. Number: 175247	5120 Highway 6 Riesel, Texas, 76682 United States	Toni Hill	thill@acmeresearch.com	8008103846
Administrative Controls Management, Inc. Org. Number: 557966	525 Avis Drive, Suite 2 Ann Arbor, Michigan, 48108 United States	Patricia Mirek	mi@acmpm.com	734-995-9640
		James E. Krebs, PE, CCE, PMP	mi@acmpm.com	734-995-9640
		Patricia Mirek	mi@acmpm.com	734-995-9640
Advanced Building Group, LLC Org. Number: 561746	20260 Sherwood St Detroit, Michigan, 48234 United States	Scott Richardson	srichardson@advancedbg.com	313-974-6153
		Scott Richardson	srichardson@precision-cg.com	313-974-6153
Advanced Rehabilitation Technology Org. Number: 1195291	01116 Cty Rd 17 Bryan, Ohio, 43506 United States	Kevin Appel	kappel@artcoatingtech.com	4196362684
Advantage Technology Consulting, LLC	8602 Cypress Lane	Richard Hoose	richardh_atc@charter.net	810-623-1349

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
Org. Number: 559874	Pinckney, Michigan, 48169-8702 United States	Richard Hoose	richard.hoose@advantagetechologyconsulting.com	810-623-1349
AECOM Org. Number: 556733	400 Renaissance Center, Suite 2600 Detroit, Michigan, 48243 United States	Jerry Attia Robert Gorski	jerry.attia@aecom.com robert.gorski@aecom.com	2482044254 313-309-7184
AEMINC Org. Number: 606795	PO Box 903 Southfield, Michigan, 48037 United States	Lee Bates	lbates@aeminc.com	248 540 9500 ext. 207
Ahern Contracting, Inc. Org. Number: 601625	25875 New Forest Court Chesterfield, Michigan, 48051 United States	James P Ahern	unknown@no-reply.com	8103430403
Aielli Construction Company, Inc. Org. Number: 556211	47850 Van Dyke Avenue Shelby Township, Michigan, 48317 United States	Paolo Iacobacci Paolo Iacobacci Sergio Iacobacci	info@aiellicc.com paolo@aiellicc.com info@aiellicc.com	586-792-1890 586-792-1890 586-792-1890
Airfoil Org. Number: 559992	1000 Town Center, Suite 600 Southfield, Michigan, 48075 United States	Lisa Vallee-Smith Janet Tyler Lisa Vallee-Smith	vallee-smith@airfoilgroup.com tyler@airfoilgroup.com vallee-smith@airfoilgroup.com	248-304-1400 248-304-1400 248-304-1400
Alastra Construction Org. Number: 563260	1149 Lincoln Wyandotte, Michigan, 48192 United States	Vita Alastra Joe Alastra	alacon2v@att.net joealastra@wyandotte.org	734-284-2422 734-284-2422
Alfred Benesch & Company Org. Number: 557787	4660 S Hagadorn Road, Suite 315 East Lansing, Michigan, 48820 United States	Amy Larkins Jim Canham	mltn@benesch.com jcanham@benesch.com	517-482-1682 517-482-1682 ext. 811
All States Engineering & Surveying Org. Number: 1224115	252 McKinley Avenue Grosse Pointe Farms, Michigan, 48236 United States	Jay Ambrozy	jay@allstatesengineering.com	3133995340
Allied Building Service Company of Detroit, Inc. Org. Number: 556652	1801 Howard St. Detroit, Michigan, 48216 United States	PM Director	pmdirector@teamallied.com	313-230-0799
Anderson, Eckstein and Westrick, Inc. Org. Number: 557290	51301 Schoenherr Road Shelby Township, Michigan, 48315 United States	Roy Rose Ashley Dawson Roy Rose	adawson@aewinc.com adawson@aewinc.com rrose@aewinc.com	586-726-1234 586-726-1234 586-726-1234
ANKER ELEKTRA LLC Org. Number: 829878	4460 Sheridan Dr. Royal Oak, Michigan, 48073 United States	FRIEDEMANN STEINBACH	fsteinbach@focalpointcoaching.com	248 797 4751
Applied Science, Inc. Org. Number: 557348	300 River Place Dr, Suite 5400 Detroit, Michigan, 48207 United States	Karen Ridgway Karen Ridgway	karen.ridgway@asi-detroit.com karen.ridgway@asi-detroit.com	313-567-3990 313-567-3990

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
ARCADIS of Michigan LLC Org. Number: 556852	28550 Cabot Dr. Suite 500 Novi, Michigan, 48377 United States	Mike Halwani	Mike.halwani@arcadis.com	313-324-4015
		Rohit Trivedi	rohit.trivedi@arcadis-us.com	313-324-4008
Atwell, LLC Org. Number: 556462	Two Towne Square, Suite 700 Southfield, Michigan, 48076 United States	Stephen Taglione	staglione@atwell-group.com	248-447-2007 ext. 2019
		Daniel McNulty	unknown@no-reply.com	248-447-2000
		Roderick Petschauer	rpetschauer@atwell-group.com	248-447-2055
Audia Concrete Construction, Inc. Org. Number: 557441	P.O. Box 72 Milford, Michigan, 48381 United States	Ronetta Audia	raudia@audiaconstructioninc.com	248-676-9570
		Ronetta Audia	raudia@audiaconstructioninc.com	248-676-9570
Axiom Construction Services Group, LLC Org. Number: 560815	E M-36 Whitmore Lake, Michigan, 48189 United States	Deib Mougrabi	dmougrabi@axiomcsgllc.com	248-446-1104
		Deib Mougrabi	dmougrabi@axiomcsgllc.com	248-446-1104
Axiom Construction Services Group, LLC Org. Number: 780245	7789 East M-36 Whitmore Lake, Michigan, 48189 United States	Deib Mougrabi	estimating@axiomcsgllc.com	248-446-1104
Baker and Associates Org. Number: 806067	400 Renaissance Way Suite 2601 Detroit, Michigan, 48243 United States	Steven S Gravlin	steven.gravlin@mbakerintl.com	313-670-3408
Ballard Associates Org. Number: 561858	6816 Retreat West Bloomfield, Michigan, 48322 United States	Lori M. Ballard	Ballard.associatesllc@gmail.com	313-399-5627
		Lori M. Ballard	Lorimb55@gmail.com	313-399-5627
BAON CONSULTING, LLC Org. Number: 882660	6828 Carrington Cir E West Bloomfield, Michigan, 48322 United States	George F Nelson	gfederick@baonconsulting.com	2488854687
Barton Malow Org. Number: 1088339	26500 American Dr. Southfield, Michigan, 48034 United States	Rick Rumsey	rick.rumsey@bartonmalow.com	248-866-0576
Barton Malow Company Org. Number: 560611	26500 American Drive Southfield, Michigan, 48034 United States	Scott Stowitts	scott.stowitts@bartonmalow.com	248-436-5404
		Scott Stowitts	scott.stowitts@bartonmalow.com	248-436-5404
BBEK Environmental Org. Number: 563228	24808 Thomas Warren, Michigan, 48091 United States	Kevin Woods	environmental@bbekconstruction.com	313-492-1854
		Kevin Woods	environmental@bbekconstruction.com	313-492-1854
Beam, Longest and Neff, LLC Org. Number: 705719	51151 W. Pontiac Trail Wixom, Michigan, 48393 United States	Ryan Jones	rjones@b-l-n.com	3136827903
Bergmann Associates Org. Number: 557784	7050 W. Saginaw Highway, Suite 200 Lansing, Michigan, 48917 United States	Richard Chelotti	rchelotti@bergmannpc.com	517-272-9835 ext. 8672
		James E Ensign	jensign@bergmannpc.com	5172729835

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
		Sherry Skinner	sskinner@BERGMANNPC.com	5172729835
		Steve Way	sway@BERGMANNPC.com	5172729835
		Timothy J Likens	tlikens@bergmannpc.com	5172729835
Bemco, Inc. Org. Number: 556192	20816 Eleven Mile Road Suite 202 St. Clair Shores, Michigan, 48081 United States	Bernard Cattivera	bermcinc@msn.com	586-445-3700
Best Practices Consulting Services Org. Number: 560427	2727 2nd Avenue Detroit, Michigan, 48201 United States	Laura Sigmon	laura.chapman@yourpracticescoach.com	313-265-3062
		Laura Sigmon	laura.chapman@yourpracticescoach.com	810-280-4310
Black & Veatch Org. Number: 557719	125 Ottawa Avenue NW, Suite 380 Grand Rapids, Michigan, 49503 United States	David Koch	kochds@bv.com	312-683-7829
		Ben Whitehead	whiteheadbc@bv.com	616-459-2360
		David Koch	KochDS@bv.com	312-683-7829
		Heather Cheslek	cheslekha@bv.com	616-459-2360
Blue Water Industrial Products Org. Number: 956878	37280 Green Street New Baltimore, Michigan, 48236 United States	Steve Olson	solson@bwip.net	5867256300
BMJ Engineers and Surveyors, Inc. Org. Number: 559079	519 Huron Avenue Port Huron, Michigan, 48060 United States	Chris Fagan	cfagan@bmjinc.com	810-984-5596
		Amanda Pentico	apentico@bmjinc.com	810-984-5596
		Carolyn R. Hunter, P.S.	chunter@bmjinc.com	810-984-5596
Boss Engineering Org. Number: 558659	3121 East Grand River Howell, Michigan, 48843 United States	Steve Schippers	skip@bosseng.com	517-546-4836
		Michael T. Boss	mike@bosseng.com	517-546-4836
Brand Energy Services, LLC Org. Number: 1008907	12701 Beech Daly Taylor, Michigan, 48180 United States	Joseph R Schoenherr	jschoenherr@brandsafway.com	734-341-3823
Braun Construction Group Org. Number: 559775	39395 W. 12 Mile Road Suite 100 Farmington Hills, Michigan, 48331 United States	Brenda Pams	bpams@brauncg.com	248-848-0567 ext. 225
Brickworks Property Restoration LLC Org. Number: 564418	35122 cordelia clinton twp, Michigan, 48035 United States	Jeremiah Campbell	info@brickworksmi.com	586-868-3234
Brix Corporation Org. Number: 564806	30591 Schoolcraft Rd Livonia, Michigan, 48150 United States	Ije Osuagwu	ije@brixcorporation.com	313-965-0000 ext. 306
		Dariny Chee	dchee@brixcorporation.com	313-965-000 ext. 309
		Jason Rosum	jrosum@brixcorporation.com	313-743-3975
		John L Ruttkofsky	jruttkofsky@brixcorporation.com	313-289-1409

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
		Michael Schumacher	unknown@no-reply.com	313-965-0000 ext. 308
Brock & Associates Inc. Org. Number: 558619	48320 West 9 Mile Road Novi, Michigan, 48374 United States	Ken Brock	rehtinaw.ba@gmail.com	248-760-7117
		Ken Brock	ken.brock@brockassociatesinc.com	248-760-7117
Brock Sweeping Inc. Org. Number: 1179495	18235 Krause St Riverview, Michigan, 48193 United States	Gregory S Richards	gjproperties@live.com	313-815-9212
BSI Professional Services America Org. Number: 897634	12950 Worldgate Drive, Suite 800 Herndon, Virginia, 22124 United States	Shereen N Abuzobaa	sabuzobaa@gmail.com	571-830-0777
Buccilli Group, LLC Org. Number: 563702	12109 Merriman Rd Livonia, Michigan, 48150 United States	Robert Tolliver	rtolliver@buccilli-group.com	734-293-2424
		Jennifer Buccilli	rtolliver@buccilli-group.com	734-293-2424
Byce & Associates, Inc. Org. Number: 558651	487 Portage Street Kalamazoo, Michigan, 49007 United States	Brenda Longman	marketing@byce.com	269-381-6170
		Brenda Longman	corporate@byce.com	269-381-6170
C & S Companies Org. Number: 556788	38777 6 Mile Road, Ste. 202 Livonia, Michigan, 48152 United States	Robert Koller	lcarpenter@cscos.com	734-953-2571 ext. 3314
		Robert Koller	rkoller@cscos.com	248-449-2659
C and J General Contractors, Inc. Org. Number: 561359	22610 Rosewood Oak Park, Michigan, 48237 United States	Kenneth Jordan	cjcontractors1@outlook.com	248-543-6492
		Kenneth Jordan	cjcontractors1@outlook.com	248-543-6492
C.S. FARMER CONSTRUCTION INC. Org. Number: 559832	8900 E. Jefferson Ave., Suite 1403 Detroit, Michigan, 48214 United States	Charles Farmer	charles@csfarmer.com	313-377-1630
		CHARLES FARMER II	unknown@no-reply.com	313-377-1630
		Charles S. Farmer II	unknown@no-reply.com	313-377-1630
Canete Medina Consulting Group Inc. Org. Number: 557817	10 S. Riverside Plaza, Suite 875 Chicago, Illinois, 60606 United States	Isabel Canete	services@cmque.com	847-475-8099 ext. 111
		Isabel Canete	isabel.canete@cmque.com	847-475-8099
Capitol Relations Org. Number: 1044903	28470 W 13 Mile Rd #220 Farmington Hills, Michigan, 48170 United States	Shannon Price	Shannonprice@gmail.com	2487560088
Cardno, Inc. Org. Number: 557709	11181 Marwill Ave West Olive, Michigan, 49460 United States	Joe von Wahlde	joe.vonwahlde@cardno.com	616-847-1680
		Anngie Richter	anngie.richter@cardno.com	708-534-3450
		Joe von Wahlde	joe.vonwahlde@cardno.com	616-502-1638
Cathy A. Greenberg Org. Number: 623333	2360 Orchard Lake Rd., Ste. 108 Sylvan Lake, Michigan, 48320 United States	Cathy A Greenberg	cathygreenberg@sbcglobal.net	2486819600

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
CBRE - David Long Org. Number: 1178804	2000 Town Center, Suite 2200 Southfield, Michigan, 48075 United States	David P Long	dave.long@cbre.com	248-351-2051
CD Barnes Construction Org. Number: 558157	3437 Eastern Ave. SE Grand Rapids, Michigan, 49508 United States	Todd Oosting	toosting@cdbarnes.com	616-241-4491 ext. 3007
		John Drozer	jdrozer@cdbarnes.com	616-241-4491 ext. 3012
CDM Smith Michigan Inc. Org. Number: 558589	645 Griswold Street, Suite 3770 Detroit, Michigan, 48226 United States	Steve Fehniger	FehnigerXX@cdmsmith.com	313-963-1313
		Jay Zawacki	zawackijr@cdmsmith.com	313.230.5607
		Mark TenBroek	tenbroekmj@cdmsmith.com	3139631313 ext. 9631313
		Steve Fehniger	FehnigerXX@cdmsmith.com	313.230.5604
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CITI Building Services Inc Org. Number: 563119	1307 Allen Dr. Ste E Troy, Michigan, 48083 United States	Anthony Bauriedl	anthony@yourcbs.com	2486297741
Clean All LLC Org. Number: 1073886	4222 E MC NICHOLS Detroit, Michigan, 48212 United States	Sunny Tharp	sunny@cleanall.net	313-731-7680
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CMA Design Services Org. Number: 557182	P.O. Box 183392 Shelby Township, Michigan, 48318 United States	Tony Cappussi	info@cmadesignservices.com	586-726-1043
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Matching Supplier List: Owner's Representative Services - Owner's Representative Services

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Conservation Design Forum Org. Number: 557200	403 St. Charles Rd. Lombard, Illinois, 60148 United States	Maureen Hegarty	mhegarty@cdfinc.com	630-559-2000
Constellation Org. Number: 1182026	116 John Street Lowell, Massachusetts, 01921 United States	Marc Aronson	marc.aronson@constellation.com	978-609-1403
Consulting Engineering Associates Inc. Org. Number: 556509	16580 Wyoming Ave. Detroit, Michigan, 48221 United States	Kenneth Shapiro	kshapiro@consulteng.com	313-341-5797 ext. 1241
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Matching Supplier List: Owner's Representative Services - Owner's Representative Services

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Matching Supplier List: Owner's Representative Services - Owner's Representative Services

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Integral Blue LLC Org. Number: 561482	25181 Dequindre Road Madison Heights, Michigan, 48071 United States	Steven Verkest	steveverkest@integral-blue.com	248-918-4589
		Steve Crain	stevecrain@integral-blue.com	248-918-4589
		Steve Verkest	steveverkest@integral-blue.com	248-918-4589
Integrated Design Solutions Org. Number: 557260	1441 W. Long Lake Road Suite 200 Troy, Michigan, 48098 United States	Lauren Williams	business_dev@ids-troy.com	248-823-2100 ext. 150
		Paul Stachowiak	pstachowiak@ids-troy.com	248-823-2100 ext. 110
Integrated Power Services Org. Number: 1058117	18800 Miginnity Dr Melvindale, Michigan, 48122 United States	Todd Chartier	tchartier@ips.us	3133484587

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
Iris Waste Diversion Specialists Inc Org. Number: 562323	PO Box 5708 Saginaw, Michigan, 48603 United States	Sarah Archer	saundra@iriswastediversion.com	989-272-5057 ext. 1
		Sarah Archer	sarah@iriswastediversion.com	989-272-5057 ext. 1
J & N Contracting LLC Org. Number: 1147679	5656 Le Blanc Ann Arbor, Michigan, 48103 United States	Jason Cooper	jncontracting1@yahoo.com	7348274292
Jacobs. Org. Number: 564123	30800 Telegraph Road Bingham Farms, Michigan, 48025 United States	Mark Pochodylo	mark.pochodylo@jacobs.com	614-753-7859
		David Schendel	david.schendel@ch2m.com	313-770-3489
		Mark Pochodylo	unknown@no-reply.com	614-753-7859
JDM Systems Consultants, Inc. Org. Number: 559395	33117 Hamilton Court, Suite 200 Farmington Hills, Michigan, 48334 United States	Jill Donovan	jdonovan@jdmconsulting.com	248-324-1937 ext. 103
		Abbie Magnell	amagnell@jdmconsulting.com	248-324-1937
		Katherine LaCommare	klaommare@jdmconsulting.com	248-324-1937
Jenkins Construction, Inc. Org. Number: 557673	985 E. Jefferson Detroit, Michigan, 48207 United States	Kent Jackson	kjackson@jenkinsconstruction.com	313-625-7200 ext. 1402
		Kent Jackson	unknown@no-reply.com	313-625-7200
		Mary Williams	mwilliams@jenkinsconstruction.com	313-625-7200 ext. 1101
JFR Architects, PC Org. Number: 558883	33668 Bartola Drive Sterling Heights, Michigan, 48312 United States	James Renaud	jfrarchitects@gmail.com	586-436-0187
		Mr. James F. Renaud	jfr@wowway.com	586-436-0187
JMK Consultants Org. Number: 626168	6905 Telegraph Road, Suite 170 Bloomfield Hills, Michigan, 48301 United States	John Kause	jmkause@comcast.net	2489304377 ext. 2489304377
JMK Consultants, Inc Org. Number: 559440	164 N. Williamsbury Bloomfield Hills, Michigan, 48301 United States	John Kause	jmkause@comcast.net	248-867-2687
		John Kause	jmkause@comcast.net	248-867-2687
Job Site Services, Inc. Org. Number: 558575	4395 Wilder Road Bay City, Michigan, 48706 United States	Craig Wilson	cwilson@jssmi.com	989-671-3318
		Derek Marranca	dmarranca@jssmi.com	989-671-3318
Johnson Controls Org. Number: 556813	2875 High Meadow Circle Auburn Hills, Michigan, 48326 United States	Marta Misztura	marta.e.misztura@jci.com	734-679-0019
		Daniel Mack	daniel.r.mack@jci.com	248-330-7908
		Maria Best	maria.louise.best@jci.com	7347075211
		Marta Misztura	marta.e.misztura@jci.com	734-679-0019
		Raymond Cloutier	marta.e.misztura@jci.com	248-276-6000

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
Jones & Henry Engineers, Ltd. Org. Number: 1024263	4791 Campus Drive Kalamazoo, Michigan, 49008 United States	Sharlene Wedel	swedel@jheng.com	269-353-9650
Josh Lawn And Landscape LLC Org. Number: 847691	396 Napoleon Rd Michigan Center, Michigan, 49254 United States	Josh Blakeman	joshlawndcrew@yahoo.com	5174142249
Jp Roosevelt Construction Org. Number: 1006044	535 griswold suite 111-238 detroit, Michigan, 48226 United States	desmond parker	dparker@jprooseveltconstruction.com	313442-7443
Keo and Associates, Inc. Org. Number: 560646	18286 Wyoming Detroit, Michigan, 48221 United States	Lisa Ojeshina	info@keoassoc.com	313-340-1688 ext. 102
		Chris Onwuzurike	info@keoassoc.com	313-340-1688
Kimley-Horn of Michigan, Inc. Org. Number: 556922	111 West Jackson Boulevard, Suite 1320 Chicago, Illinois, 60604 United States	Arthur Morton	arthur.morton@kimley-horn.com	312-212-8487
		Arthur Morton	arthur.morton@kimley-horn.com	312-212-8487
		Tammy Jencen	tammy.jencen@kimley-horn.com	703-674-1308
Kimnies list LLC Org. Number: 1218779	7434 Baring Pkwy Hammond, Indiana, 46324 United States	Kim Macchiarella	kimnieslist@yahoo.com	2194330729
Kopas Construction LLC Org. Number: 1039462	25705 Farmbrook Southfield, Michigan, 48034 United States	Michael E. Kopas	kopasconst@yahoo.com	2488201172
KPM Engineering Org. Number: 562901	1984 Walton Road Kingsley, Michigan, 49649 United States	Patrick Middleton	patrickm@kpmengineering.com	231-357-5098
		Patrick Middleton	unknown@no-reply.com	231-357-5098
KRKM, LLC Org. Number: 557961	124 W. Allegan, 17th Floor Lansing, Michigan, 48933 United States	Marcy Lay	laym@ckronline.com	517-485-4044
		Marcy Lay	laym@ckronline.com	517-485-4044
Kummer Construction Services Org. Number: 1173799	3050 Union Lake Rd. , 8-F Commerce Twp., Michigan, 48382 United States	Charles Kummer	ckummer@kummerconstruction.com	2484101228
L. D'Agostini and Sons, Inc Org. Number: 561039	15801 23 Mile Road Macomb, Michigan, 48042 United States	Michael D'Agostini	miked@ldagostini.com	586-781-5800
		Anthony D'Agostini	adagostini@ldagostini.com	5867815800
		Craig Fenton	cfenton@ldagostini.com	586-781-5800 ext. 7815800
		Robert D'Agostini	unknown@no-reply.com	586-781-5800
Lake Michigan Excavating, LLC Org. Number: 559153	24075 Summer Lane Flat Rock, Michigan, 48134 United States	Rich Fanti	rfanti@lakemichiganexcavating.com	313-316-8753
		Johh Marcon	jmarcon@lakemichiganexcavating.com	734-755-9794
LAN	1311 s. linden, Suite B	Jeff Hansen	jrhansen@lan-inc.com	810-820-2682

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
Org. Number: 558309	Flint, Michigan, 48532	Jeff Hansen	jrhansen@lan-inc.com	810-333-3201
Landscape Architects & Planners, Inc. Org. Number: 556508	Oakland Center, 809 Center St. Suite 1 Lansing, Michigan, 48906 United States	Robert Ford	info@lapinc.net	517-485-5500
		Robert Ford	unknown@no-reply.com	517-485-5500
LaSalle Inc Org. Number: 557594	30375 Northwestern Hwy. Farmington Hills, Michigan, 48334 United States	Ken Perko	kperko@lasalleinc.com	734-394-0650
		Ken Perko	kperko@lasalleinc.com	734-394-0650
Lean Learning Center Org. Number: 567642	3250 W. Big Beaver Rd, Suite #139 Troy, Michigan, 48084 United States	Bill Artzberger	bill@leanlearningcenter.com	2489068605
		Richard Parks	richardp@leanlearningcenter.com	313-408-4694
Links Enterprises LLC Org. Number: 568616	1021 Old Milford Farms Milford, Michigan, 48381 United States	Harold Sakalian	hsakalian@comcast.net	248-563-4055 ext. 248
		Harold Sakalian	hsakalian@comcast.net	248-563-4055 ext. 248
Mack Industries of Michigan, Inc. Org. Number: 560775	8265 White Lake Rd. White Lake, Michigan, 48386 United States	Howard Mack	hmack@mackconcrete.com	248-620-7400
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MacMillan Associates Inc. Org. Number: 560641	714 East Midland Street Bay City, Michigan, 48706 United States	Ronald Moulton	rmoulton@macmillanassociates.com	989-894-4300
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Manpower, Inc. of SE Michigan Org. Number: 557932	231 Little Lake Drive Ann Arbor, Michigan, 48103 United States	Jordan VanZandt	jvanzandt@manpowermi.com	734-665-3757 ext. 142
		Susan M Carlson	smc@manpowermi.com	734-665-3757
Mark Allan & Associates LLC Org. Number: 560381	577 Washington Grosse Pointe, Michigan, 48230 United States	Donald Vercruysse	dvercruysse@markallanllc.com	248-410-8174
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Martin Waymire Org. Number: 560092	426 West Ottawa Street Lansing, Michigan, 48933 United States	Roger Martin	sanderson@martinwaymire.com	517-485-6600 ext. 1002
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McCarthy & Smith, Inc. Org. Number: 557935	24317 Indoplex Circle Farmington Hills, Michigan, 48335 United States	Deborah McCarthy	dmccarthy@mccarthysmith.com	248-427-8400
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Matching Supplier List: Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
Mead & Hunt, Inc. Org. Number: 556994	2605 Port Lansing Road Lansing, Michigan, 48906 United States	Ron Engel	ron.engel@meadhunt.com	517-321-8334
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		Lakshman Thallapally	lthaliapally@metcoservices.com	313-961-4560 ext. 112
		Raj Vijayendran	pbhatt@metcoservices.com	313-961-4560
Metro Consulting Associates, LLC Org. Number: 563558	45345 Five Mile Road Plymouth, Michigan, 48111 United States	Paula Brown	pbrown@metroca.net	734-217-4658 ext. 310
		Jeff Evans	jevans@metroca.net	734-483-1427
Metro Controls Org. Number: 1089744	22660 15 mile rd. clinton township, Michigan, 48035 United States	Mark Paparelli	mpaparelli@metrocontrols.com	5867902500
Metro Solutions Org. Number: 1042278	18000 W. 9 Mile Road, Suite 360 Southfield, Michigan, 48075 United States	Rose khalifa	rosek@metrosolutions.us	313-963-8383
Metro Valet Parking Org. Number: 754212	535 Griswold St, Suite 900 Detroit, Michigan, 48226 United States	Jennifer Van Pelt	jennifer@metrovaletparking.com	3134023774
MGT of America, Inc. Org. Number: 557403	2123 Centre Pointe Blvd. Tallahassee, Florida, 32308 United States	Shannon Blakey	rcvrfp@mgtamer.com	850-386-3191
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		Paul Strack	pstrack@mbakercorp.com	216-776-6610
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MITEC Solutions, Inc. Org. Number: 565175	6005 E Executive Drive Westland, Michigan, 48173 United States	Jim Howard	jhoward@mitecsolutions.com	313-903-5035
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MITN USER Org. Number: 563330	1301 michigan ave detroit, Michigan, 48226 United States	MITN USER MITN USER	metrotech@live.com	313-784-9010
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MLR Engineering Org. Number: 565588	134 S. Main Street, Suite 1 Freeland, Michigan, 48623 United States	Michael Rybicki	deanmwilliams50@gmail.com	989-239-2384
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Matching Supplier List: Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
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Moore Trosper Construction Co. Org. Number: 772677	4224 Keller Road Holt, Michigan, 48842 United States	Brian Moore	info@mooretrosper.com	5176946310
Multicultural Voices United Org. Number: 568701	1001 Woodward Suite: 500 Detroit, Michigan, 48226 United States	Ulanda Caldwell	voicesunited2017@gmail.com	734-217-6032
		Ulanda Caldwell	voicesunited2017@gmail.com	734-217-6032
Municipal Management Consulting LLC Org. Number: 1231122	PO Box 21 Oscoda, Michigan, 48750 United States	Robert F. Stalker II	bobstalker@municipalmanagementconsulting.com	989-305-0810
MWH Americas, Inc. Org. Number: 557167	35055 W 12 Mile Road Suite 140 Farmington Hills, Michigan, 48331 United States	David Goldwater	David.Goldwater@mwhglobal.com	317-210-8967
		Kimberly Kesler-Arnold	kimberly.a.kesler-arnold@mwhglobal.com	248-522-8307
		Tracy Taylor-Sea	tracy.taylor-sea@stantec.com	720-887-4487
National rough mowing Org. Number: 1095993	31485 groesbeck hwy Fraser, Michigan, 48026 United States	Jeff C Tiede	tiedeco@aol.com	3132075920
NBI Group Inc Org. Number: 1237470	31846 N. Marklawn St Farmington Hills, Michigan, 48334 United States	Robert Washington	robert.e.washington@gmail.com	2487627762
Nederveld Org. Number: 741281	217 Grandville Ave SW STE. 302 Grand Rapids, Michigan, 49504 United States	Dustin L Corr	dcorr@nederveld.com	5176487946 ext. 487
Newkirk Electric Associates Inc. Org. Number: 1162118	1875 Roberts St. Muskegon, Michigan, 49442 United States	Todd Knight	twknight@newkirk-electric.com	231-724-4013
NORR LLC Org. Number: 561357	150 W. Jefferson Avenue, Suite 1300 Detroit, Michigan, 48226 United States	Lisa Robach	Lisa.Robach@norr.com	313-324-3160
North Coast Strategies Org. Number: 745593	POB 2128 Royal Oak, Michigan, 48068 United States	Daniel Cherrin	dcherrin@northcoaststrategies.com	3133000932
Northshore Landscaping, Inc Org. Number: 560098	21330 34 Mile Rd Armada, Michigan, 48005 United States	James Murray	jmnorthshorescapescapes@att.net	586-749-7007
		James Murray	unknown@no-reply.com	586-749-7007
Northwest Consultants, Inc. Org. Number: 556801	44978 Ford Road, Suite A Canton, Michigan, 48187 United States	Jie Luo	jluo@nci-eng.com	734-454-7566
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Matching Supplier List: Owner's Representative Services - Owner's Representative Services

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		Tong Luo	tluo@nci-eng.com	734-454-7566
Novara Tesija, PLLC Org. Number: 890766	2000 Town Center, Suite 2370 Southfield, Michigan, 48075 United States	Michael Novara	man@novaratesija.com	2483540380
Nowak & Fraus Engineers Org. Number: 557741	46777 Woodward Avenue Pontiac, Michigan, 48342 United States	Michael Peterson	nfe@nfe-engr.com	248-332-7931
		Michael Peterson	nfe@nfe-engr.com	248-332-7931
NTH Consultants, Ltd. Org. Number: 556642	41780 Six Mile Road Northville, Michigan, 48168-3459 United States	Lisa Dilg	ldilg@nthconsultants.com	248-662-2030
		Bill Reader	unknown@no-reply.com	248-662-2030
		Lisa Dilg	ldilg@nthconsultants.com	248-662-2031
Numark Services Org. Number: 1113972	63982 turnberry way washington twp, Michigan, 48095 United States	mark eljezovic	mark@numarkservices.com	5864431183
O'Brien Construction Company, Inc. Org. Number: 558416	966 Livernois Rd. Troy, Michigan, 48083 United States	Nicole Smith	nsmith@obrienc.com	248-334-2470
		David Vivio	cfaicloth@obrienc.com	248-334-2470
		Timothy W. O'Brien	tobrien@obrienc.com	248-334-2470
O.R. Colan Associates, Inc. Org. Number: 561265	8790 Governor Hill Drive, suite 101 Cincinnati, Ohio, 45249 United States	Tracy Jones	tjones@orcolan.com	513-247-0243 ext. 7003
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Oakwood Building Company Inc. Org. Number: 1179506	14931 Technology Dr. Shelby Twp., Michigan, 48315 United States	Ignazio Balsamo	oakwoodbuildingcompany@gmail.com	5867090714
On-Site Specialty Cleaning & Restoration Org. Number: 560591	1900 Heide Street Troy, Michigan, 48084 United States	Robin Meyer	robin@on-site24.com	2482693000
		Robin Meyer	robin@on-site24.com	248-269-3000
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Oneida Solutions Group Org. Number: 1219049	10049 Harrison Romulus, Michigan, 48174 United States	John J Gilligan	jgilligan@oneidasolutions.com	8106916820 ext. 8106916820
Onyx Enterprise, Inc. Org. Number: 561669	7650 Second Ave, Suite 106 Detroit, Michigan, 48202 United States	Tarolyn Buckles	tbuckles08@sbcglobal.net	313-409-9870
		Tarolyn Buckles	tbuckles08@sbcglobal.net	313-409-9870
Optimum Contracting Solutions	2211 Devonshire Rd.	Anamaria Tet	anamaria.optimum@att.net	248-346-3069

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

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Orchard Hiltz & McClimment Inc. Org. Number: 556882	34000 Plymouth Road Livonia, Michigan, 48150 United States	Samantha Schutz	samantha.schutz@ohm-advisors.com	906-482-0535
		Daniel Fredendall	dan.fredendall@ohm-advisors.com	734-522-6711 ext. 4408
		Ronald Cavallaro	unknown@no-reply.com	734-522-6711 ext. 4457
Pamar Enterprises, Inc. Org. Number: 556391	58021 Gratiot Avenue New Haven, Michigan, 48048 United States	Susan Mazza	sue@pamarenterprises.com	586-749-8593
		Rinaldo G. Acciavatti	ron@pamarenterprises.com	586-749-8593
PAP CONSULTING SERVICES, LLC Org. Number: 1059270	29309 Sunridge Farmington Hills, Michigan, 48334 United States	Paul Jackson	paul.jackson@papconsultingservices.com	3133203176
Paradigm Design, Inc. Org. Number: 559067	333 E. State Street Traverse City, Michigan, 49684 United States	Bill Hadlock	adminassistant@paradigmae.com	616-785-5656
Partners in architecture, PLC Org. Number: 558327	65 Market Street Mount Clemens, Michigan, 48043 United States	Michael Malone	mmalone@partnersinarch.com	586-469-3600
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Pennington Farm Drainage LLC. Org. Number: 1055110	18885 W Sharon rd Oakley, Michigan, 48649 United States	Michael J Pennington	pfdrainage@gmail.com	(989)413-1940
Perimeter LLC Org. Number: 631582	8385 Jackson Rd Ann Arbor, Michigan, 48103 United States	Marlo Rojeck	perimeterllc@aol.com	7344249280
PES Inc. Org. Number: 557479	615 Griswold - Suite 805 Detroit, Michigan, 48226 United States	Gopu Pillai	gpillai@prense.com	313-964-1700
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PGK Services Org. Number: 682174	675 East Big Beaver STE 105 TROY, Michigan, 48083 United States	Christina Tribuzio	ctribuzio@pgkengineering.com	2482900500
Phoenix Contractors, Inc. Org. Number: 560038	2111 Golfside Road Ypsilanti, Michigan, 48197 United States	Noah Hiser	ndhiser@phoenixco.biz	734-487-9640 ext. 24
		Mark Hiser	mhiser@phoenixco.biz	734-487-9640 ext. 20
		Noah Hiser	ndhiser@phoenixco.biz	7344879640 ext. 24
Phoenix Professional Contracting Inc. Org. Number: 618650	29300 9 mile road farmington hills, Michigan, 48336 United States	djon stanaj	dstanaj@ppcimi.com	2489390334
Pierce, Monroe & Assoc., LLC	535 Griswold Suite 2200	Phillip Pierce	ppierce@pierce-monroe.com	313-961-1940 ext. 204

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

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Piper & Gold Public Relations Org. Number: 970308	313 1/2 E. Grand River Ave., Piper & Gold Public Relations Lansing, Michigan, 48906 United States	Kate Snyder	kate@piperandgold.com	5179990821
Pizzo Development Group, LLC. Org. Number: 562061	349 Antoine Wyandotte, Michigan, 48192 United States	Tony Pizzo	kaylyn.pizzodevelopment@yahoo.com	313-999-4549
		Kaylyn Crayne	kaylyn.pizzodevelopment@yahoo.com	313-671-2794
		Tony Pizzo	pizzodevelopment@yahoo.com	313-999-4549
Plummers Environmental Org. Number: 824120	10075 Sedroc Byron Center, Michigan, 49315 United States	Jeff Root	jroot@plummersenv.com	6168130873
PM Blough Org. Number: 915215	PO Box 102 Grand Haven, Michigan, 49417 United States	Pamela Blough	pamb@pmbrough.com	6164022398
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		Robert Sanders	rsanders@pmaconsultants.com	313-681-5128
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Powerminds, Inc. Org. Number: 890628	3525 Del Mar Heights Rd., ste 360 San Diego, California, 92130 United States	Margo Turner	unknown@no-reply.com	8589458895
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Premium Lawn Solutions Org. Number: 568210	745 state circle ann arbor, Michigan, 48108 United States	aj furrha	premiumlawnsolutions@gmail.com	734-680-9331
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Matching Supplier List: Owner's Representative Services - Owner's Representative Services

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Priority Waste LLC Org. Number: 1199145	42822 Garfield Clinton Township, Michigan, 48038 United States	Kevin M Stamper	kevin@prioritywaste.com	586-876-7011
Process Controls & Instrumentation Org. Number: 556713	840 W. Milwaukee Street Detroit, Michigan, 48202 United States	Barry Clay Barry Clay	bclay@pci-detroit.com bclay@pci-detroit.com	313-874-5877 313-874-5877
Process Equipment Solutions Org. Number: 1039748	1806 @8th Street Bay City, Michigan, 48708 United States	Joe Gentle	joe@peswater.com	9893272104
Professional Engineering Associates, Inc. Org. Number: 556782	2430 Rochester CourtSuite 100 Troy, Michigan, 48083 United States	Ellen Sanders David Hunter Rachel Smith	esanders@peainc.com dhunter@peainc.com rachel.smith@peainc.com	248-689-9090 ext. 135 248-689-9090 248-689-9090 ext. 111
Professional Recruiters Group Org. Number: 765567	42140 Van Dyke Ave. Suite 160 Sterling Heights, Michigan, 48314 United States	Jeff Howell	jeff.howell@prgreuiters.com	586-876-4454
Progressive AE Org. Number: 627267	1811 4 Mile Road NE Grand Rapids, Michigan, 49525 United States	Tom J Short	shortt@progressiveae.com	6169884912
PROS Services, Inc. Org. Number: 556446	P. O. Box 610548 Port Huron, Michigan, 48061 United States	Sales Department Joe Migliaccio	sales@prosenviromental.com unknown@no-reply.com	7346348643 810-982-7271
Quandel Consultants Org. Number: 1049169	2723 S. State St., Suite 150 Ann Arbor, Michigan, 48104 United States	Daniel Schulte	dschulte@quandel.com	3126346200
Quanta Utility Engineering Services Org. Number: 858059	4770 N Bellevue Avenue, Suite 100 Kansas City, Missouri, 64116-2188 United States	Paul Lennox	plennox@ques.com	816-414-1131
Quantam Solutions Org. Number: 565651	18877 W 10 Mile Road, Ste 108 Southfield, Michigan, 48075 United States	Richard Staten Brittney Glovis Richard Staten	rstaten@iquantam.com bglovis@iquantam.com rstaten@iquantam.com	248-395-2200 7342505144 248-395-2200
Quantum Consulting Incorporated Org. Number: 556206	55 E. Long Lake Road, Suite 310 Troy, Michigan, 48085 United States	Najwa Fakhouri Najwa Fakhouri	najwa@quantumgroupcorp.com najwa@quantumgroupcorp.com	248-952-1539 ext. 3 248-952-1539
R. W. Mead & Sons, Inc. Org. Number: 556151	33795 Riveria Fraser, Michigan, 48026 United States	Jim Cumming Jim Cumming	jcumming@rwmead.com jcumming@rwmead.com	586-296-3650 586-296-3650

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
Ramsoft Systems Inc Org. Number: 557743	29777 Telegraph Rd STE 2250 Southfield, Michigan, 48034 United States	Rama Gudivada	rama@ramsoft.net	248-663-0584
		Rama Gudivada	rama@ramsoft.net	248-354-0100
RBF Construction Inc Org. Number: 803965	4140 Morrish Rd Swartz Creek, Michigan, 48473 United States	Brett A Jory	rbjory@gmail.com	8105164405
RCL Construction Co. Org. Number: 561986	777 W. Maynard rd. Sanford, Michigan, 48657 United States	Rodney E Bauer	rod@rdconstruct.com	989-687-7319 ext. 110
		Rodney Bauer	rod@rdcoconstruct.com	989-687-7319 ext. 110
		Sherry Harris	sherry@rdconstruct.com	989-687-7319 ext. 104
Red Flint Org. Number: 1096330	1 American Blvd Eau Claire, Wisconsin, 54701 United States	Paul T Ayres	paul.ayres@redflintgroup.com	7158299394
Regal Construction Inc. Org. Number: 568642	33079 Garfield # 110 Fraser, Michigan, 48026 United States	Kenneth Tomaszewski	regalconstruction61@gmail.com	586-292-2828
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Relapath Solutions Org. Number: 560147	431 Stephenson Hwy. Troy, Michigan, 48063 United States	Cindy Janssen	CJ@relapath.com	248-935-7678
		Bob Kennedy	bkennedy@relapath.com	248-417-8432
REMCO STORAGE SYSTEMS, Org. Number: 556147	2328 Livernois, Suite 1070 TROY, Michigan, 48083 United States	DONNA TAMBURRO-WILSON	donna@remcoequipment.com	248-362-0500 ext. 100
		Debra Beauregard, P.E.	debra@remcoequipment.com	248-362-0500 ext. 103
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Resource International, Inc. Org. Number: 561710	6350 Presidential Gateway Columbus, Ohio, 43231 United States	Kristen Hosni	kristenh@resourceinternational.com	614-823-4949
		Marcia Majidzadeh	kristenh@resourceinternational.com	614-823-4949
Rich & Associates Inc Org. Number: 830880	26877 NW Hwy Suite 208 Southfield, Michigan, 48033 United States	Sally Rich	sarich@richassoc.com	248-353-5080
Rickman Enterprise Group, LLC Org. Number: 560069	15533 Woodrow Wilson DETROIT, Michigan, 48238 United States	Roderick Rickman	rr@rickmanenterprise.com	313-454-4000
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Roncelli, Inc. Org. Number: 556593	6471 Metro Parkway Sterling Heights, Michigan, 48312 United States	Jim Carnacchi	jcarnacchi@roncelli-inc.com	586-264-2060 ext. 6922
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ROWE Professional Services Company Org. Number: 556684	540 S. Saginaw Street, Ste. 200 Flint, Michigan, 48502 United States	Jodie Wright Grandy	leads@rowepsc.com	810-341-7500
		Jack T. Wheatley, PE	unknown@no-reply.com	810-341-7500
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RS Engineering, LLC Org. Number: 557781	915 Centennial Way, Suite 115 Lansing, Michigan, 48917 United States	Robert Rayl	r-rayl@rs-eng.com	517-908-0877
		Mr. Thomas D. Sereseroz	tsereseroz@rs-eng.com	517-908-0877
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Sachse Construction Org. Number: 560102	1528 Woodward Suite 600 Detroit, Michigan, 48226 United States	Miha Pusta	mpusta@sachse.net	313-481-8263
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SAFEbuilt Org. Number: 91235	3755 Precision Drive, Suite 140 Loveland, Colorado, 80538 United States	Steve Miller	smiller@safebuilt.com	970-222-0031 ext. 0
		Greg Toth	gtoth@safebuilt.com	970-292-2214
		Heidi Williams	hwilliams@safebuilt.com	7207491078
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Schafer Construction, Inc Org. Number: 709471	150 N First Street, Suite 100 Brighton, Michigan, 48116 United States	Matt Vetter	mvetter@schaferconstruction.net	2487670512
schlicht excavating Org. Number: 560424	2355 Gary RD Montrose, Michigan, 48457 United States	Schlicht Excavating	Info@pondperfection.com	9892390702
Schumaker & Company, Inc. Org. Number: 556166	3101 Walnut Ridge Drive Ann Arbor, Michigan, 48103 United States	Patricia Schumaker	bd@schuco.com	734-998-5550
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SHAMO LANDSCAPING & SERVICES INC Org. Number: 1230057	43543 VINTAGE OAKS DR STERLING HEIGHTS, Michigan, 48314 United States	SALAM SHAMO	shamolandscape@yahoo.com	5868222181
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Siemens Industry, Inc. Org. Number: 556692	45470 Commerce Center Drive Plymouth Township, Michigan, 48170 United States	Tonya Silver	tonya.silver@siemens.com	734-456-3800
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		Jenan Shayota	jshayota@sigmaassociates.com	313-963-9700
		Kathy Cotton	kcotton@sigmaassociates.com	313-963-9700
Signature Associates Org. Number: 558596	One Towne Square, Ste 1200 Southfield, Michigan, 48076 United States	Kelly Higgs	khiggs@signatureassociates.com	248-799-3157
		Mark Woods	unknown@no-reply.com	248-359-0806
Smart Building Services LLC Org. Number: 563803	6332 Belmont Ave NE Belmont, Michigan, 49306 United States	Joseph Napieralski	joen@sbsmi.com	616-822-6299
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SmithGroupJJR Org. Number: 556753	201 Depot Street, Second Floor Ann Arbor, Michigan, 48104 United States	Jen Miller	Jennifer.Miller@smithgroupjjr.com	734-669-2727
		Tom Mroz, Jr.	tom.mroz@jjr-us.com	734-669-2737
Social Dynamics, LLC Org. Number: 799924	481 North Frederick Ave Gaithersburg, Maryland, 20877 United States	DOUGLAS KLAYMAN	dklayman@socialdynamicsllc.com	301-990-1105
Somat Engineering, Inc. Org. Number: 556951	3031 W Grand Blvd., Suite 228 Detroit, Michigan, 48202 United States	Natiera Farrington	nfarrington@somateng.com	313-963-2721 ext. 1145
Sonamore LLC Org. Number: 737095	1195 Skyhawk Blvd Ann Arbor, Michigan, 48103 United States	Erin Milligan	perinmilligan@gmail.com	7344764850
Sorensen Gross Company Org. Number: 557156	3407 Torrey Road Flint, Michigan, 48507 United States	Ryan Sly	rsly3@Sgcs.net	810-691-3727
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Spalding DeDecker Associates, Inc. Org. Number: 558532	905 South Blvd. E. Rochester Hills, Michigan, 48307 United States	Catherine DeDecker	bstanek@sda-eng.com	248-844-5400
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Spence Brothers Org. Number: 558406	203 S. Washington Ave, Suite 360 Saginaw, Michigan, 48607 United States	Wayne Hofmann	bids@spencebrothers.com	989-752-0400
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		Summer Streeter	summers@spicergroup.com	989-754-4717
Spicer Group, Inc. Org. Number: 568413	9058 Morning Mist Drive CLARKSTON, Michigan, 48348 United States	David Boersma	davidb@spicergroup.com	248-421-3454
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Stantec Consulting Michigan, Inc. Org. Number: 557082	3754 Ranchero Ann Arbor, Michigan, 48108 United States	Mark Pascoe	mark.pascoe@stantec.com	734-761-1010
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Stevenson Construction Company LLC Org. Number: 1035800	22317 Iaseine suite 230 southfield, Michigan, 48075 United States	Lawrence Stevenson	lawrencestevenson21@yahoo.com	2483468786
Straub Pettitt Yaste Architects Org. Number: 556329	850 North Crooks Road, Suite 200 Clawson, Michigan, 48017 United States	J. Stuart Pettitt, AIA	sfayroian@straubpettityaste.com	248-658-7777 ext. 107
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		Richard A. Mann, AIA	rmann@straubpettityaste.com	248-658-7777
StructureTec Group Org. Number: 737884	4777 Campus Dr, Kalamazoo, Michigan, 49008 United States	Stacey Woods	stacey.woods@structuretec.com	2693539944 ext. 1131
Sunpro Environmental Services Org. Number: 1196350	24307 Telegraph Road Southfield, Michigan, 48033 United States	Jeff Miltenberger	jeffmiltenberger@sunproservices.com	3602418712
SUPREME Heating and Cooling, LLC Org. Number: 557250	14641 E. Warren Ave Detroit, Michigan, 48215 United States	Suzanne Stritzinger	sstritzinger@supremeheating.com	313-885-2400
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Synergistic Inc Org. Number: 736782	DC3S Office Bldg, 7205 Sterling Ponds Ct Sterling Heights, Michigan, 48312 United States	Andrew M Stass	andstass1185@gmail.com	586.381.8520
SYNERGY FIBER Org. Number: 1188411	3131 SOUTH STATE STREET ANN ARBOR, Michigan, 48104 United States	LAURIE HOBBS	laurie.h@synergyfiber.com	7342226061 ext. 149
T&M Associates Org. Number: 995076	400 Renaissance Center, Suite 2600 Detroit, Michigan, 48243 United States	Donald Pinto	dpinto@tandmassociates.com	614-408-9240
Team CORE, LLC Org. Number: 711970	691 N. Squirrel Rd., Suite 120 Auburn Hills, Michigan, 48326 United States	Matthew J. Farrell	mjf@team-core.com	2484175482
Team One Repair, Inc.	2705 Crestridge Court	Andrew Kaluski	andy@teamorierepair.com	678-365-2536

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Org. Number: 565638	Suwanee, Georgia, 30024	Andrew Kaluski	andy@teamonerepair.com	678-365-2536
Techmatic, Inc. Org. Number: 978019	4922 Technical Dr. Milford, Michigan, 48185 United States	Brandon Hine	bhine@techmatic.com	7348128286
Technical Service Professionals, L.L.C. Org. Number: 557967	25000 Capitol Redford, Michigan, 48239 United States	Ronald Swan	estimating@tspenvironmental.com	734-838-0426
		Ronald Swan	rswan@tspenvironmental.com	734-838-0426
Technical Service Professionals, L.L.C. Org. Number: 558687	25000 Capitol Street Redford, Michigan, 48239 United States	Ronald Swan	unknown@no-reply.com	734-838-0426
		Ronald Swan	ronswan@aol.com	734-838-0426
Tetra Tech Org. Number: 561277	710 Avis Drive Ann Arbor, Michigan, 48108 United States	Ghia White	ghia.white@tetratech.com	734-213-5085
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Tetra Tech of Michigan, PC Org. Number: 562902	710 Avis Drive Ann Arbor, Michigan, 48104 United States	Brian Rubel	brian.rubel@tetratech.com	734-213-4081
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The Christman Company Org. Number: 1045284	208 N Capitol Ave Lansing, Michigan, 48933 United States	Amy Baumer	amy.baumer@christmanco.com	517-374-0843
THE DIAMOND FIRM Org. Number: 608295	19115 WEST EIGHT MILE RD DETROIT, Michigan, 48219 United States	CAROLYN ANDERSON	CTAYLOR@THEDIAMONDFIRM.NET	3132466500
The Diamond Firm Inc. Org. Number: 836297	19115 W EIGHT MILE RD DETROIT, Michigan, 48219 United States	Carrolyn Anderson	jtaylor@thediamondfirm.net	2489053442
The Diggs Group: Heritage Development Services Org. Number: 566935	535 Griswold Suite 1810 Detroit, Michigan, 48226 United States	Tiffany Nance	tnance@thediggsgroup.com	313-259-0466 ext. 313
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The Mannik & Smith Group, Inc. Org. Number: 556507	2365 Haggerty Road South Canton, Michigan, 48188 United States	Melanie Bidwell	mbidwell@manniksmithgroup.com	734-397-3100
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The Richwell Group, LLC Org. Number: 834902	528 Rich Gap Rd Blairsville, Georgia, 30512 United States	Jamie Crump	jamie@therichwellgroup.com	706-745-0200
The Skillman Corporation	8120 Moorsbridge Road Suite 101.	Mike Kenney	mekenhey@skillman.com	269-350-5757

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

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The Whiting-Turner Contracting Company Org. Number: 557180	407 East Fort Street, Suite 101 Detroit, Michigan, 48226 United States	Michael Adams Michael Adams	michael.adams@whiting-turner.com michael.adams@whiting-turner.com	216-214-0979 216-214-0979
TOEBE CONSTRUCTION CO. Org. Number: 557815	P.O. BOX 930129 WIXOM, Michigan, 48393 United States	Jeffrey T Stover Jeffrey T Stover	jstover@toebe-construction.com jstover@toebe-construction.com	248-349-7500 248-349-7500
Toole Design Group, LLC Org. Number: 93899	8484 Georgia Avenue, Suite 800 Silver Spring, Maryland, 20910 United States	Amy Boehmer Jenhifer Toole, AICP, ASLA	marketing@tooledesign.com jtoole@tooledesign.com	301-927-1900 ext. 119 301-927-1900
Tooles Contracting Group LLC Org. Number: 559818	535 Griswold, Suite 2550 Detroit, Michigan, 48226 United States	Tooles Contracting	estimating@toolesgroup.com	313-221-8500
Traffic Management, Inc. Org. Number: 560915	25900 W. 8 Mile Rd. Southfield, Michigan, 48033 United States	Dorian Hall Paul Kelly	dorian.hall@trafficmanagement.com paul.kelly@trafficmanagement.com	313-825-2959 248-678-8297
TRC Environmental Org. Number: 561753	1540 Eisenhower Place Ann Arbor, Michigan, 48108 United States	Graham Crockford Dcug Kilmer Graham Crockford	gcrockford@trcsolutions.com dkilmer@trcsolutions.com gcrockford@trcsolutions.com	734-971-7080 ext. 4813 616-537-8391 734-971-7080 ext. 4810
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Tri-County Tree Expert Company, Inc. Org. Number: 1220859	7617 19 Mile Road, P.O. Box 1355 Sterling Heights, Michigan, 48311-1355 United States	Michael P Decator	tcteservices@gmail.com	810-614-9868
TriMedia Environmental & Engineering Services, LLC Org. Number: 557959	830 W. Washington Street Marquette, Michigan, 49855 United States	Melissa Harrington Thomas Anthos	mharrington@trimediaee.com mharrington@trimediaee.com	906-228-5125 906-228-5125
Troy Legal Center Org. Number: 1048605	1985 W. Big Beaver Rd. Ste., 320 Troy, Michigan, 48084 United States	Renis Nushaj	renis.n@gmail.com	2488088198
True North Facility Services Org. Number: 560072	1311 Longfellow Royal Oak, Michigan, 48067 United States	Nicholas Whitehurst Nicholas Whitehurst	truenorthservices@gmail.com truenorthservices@gmail.com	248-545-8670 248-545-8670
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UniFirst Coporation Org. Number: 916809	1300 Auburn Ave. Pontiac, Michigan, 48342 United States	Kevin M Smith	kevin_smith@unifirst.com	7347765551
United Resource, LLC Org. Number: 560831	15500 Penn Drive Livonia, Michigan, 48154 United States	David Guth	unitedresource@aol.com	734-462-6170
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universal hospitality advisors Org. Number: 561629	25600 woodward ave suite 202 royal oak, Michigan, 48067 United States	sam muraeky	sam@uhadvisors.com	248-808-6642 ext. 102
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Urban Landscapes LLC Org. Number: 1216791	768 PINECREST DR FERNDAL, Michigan, 48220-2357 United States	Daniel Whitacre	danurbland@gmail.com	2488357256
Usztan, LLC Org. Number: 559725	261 Collier Road Auburn Hills, Michigan, 48326 United States	Boris Usztan	pm@usztan.com	248-332-7448 ext. 4
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Value Engineering Org. Number: 566729	2804 Southwood Drive East Lansing, Michigan, 48823 United States	Jonathan Kolbasa	value-engineering@outlook.com	517-348-9045
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Volunteers of America Michigan Org. Number: 1187425	21415 Civic Center Dr. Southfield, Michigan, 48070 United States	Michelle Adams	madams@voami.org	269-245-2120

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Wah Yee Associates Org. Number: 565825	42400 Grand River Avenue, Suite 200 Novi, Michigan, 48375 United States	William Eland	weland@wahyeeassoc.com	248-489-9160 ext. 103
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Walbridge Org. Number: 556890	777 Woodward Avenue Suite 300 Detroit, Michigan, 48226 United States	Joshua Christman	jchristman@walbridge.com	313-442-1174
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		Carla Walker-Miller	Walker-Miller@wmenergy.com	313-366-8535
Washtenaw Contractors Association Org. Number: 564067	3135 S State St #350-H Ann Arbor, Michigan, 48108 United States	Taylor Itsell	itsellt@wcaonline.org	734-662-2570
		Gretchen Waters	itsellt@wcaonline.org	734-662-2570
WBK Engineering, LLC Org. Number: 566554	68 East Michigan Avenue Battle Creek, Michigan, 49017 United States	Justin Crane	jcrane@wbkengineering.com	2692243182
		Nicole Adesso	nadesso@wbkengineering.com	630.443.7755
WeatherTech Consulting Group, Inc. Org. Number: 556929	7747 Auburn Road Utica, Michigan, 48317 United States	Andrea Garabedian	agarabedian@wtcg.net	586-731-3095 ext. 12
		Andrea Garabedian	unknown@no-reply.com	586-731-3095 ext. 11
		Geoffrey Garabedian	ggarabedian@wtcg.net	586-731-3095 ext. 12
Weiss Property Management Org. Number: 1189360	2006 RAYMOND ST Bay City, Michigan, 48706 United States	CHAD WEISS	CHAD@WEISSPM.COM	9894154412
Wells Fargo Advisors Org. Number: 878159	255 East Brown Street, Ste 400 Birmingham, Michigan, 48009 United States	John Thibault	johnnyt@umich.edu	2484338514
Westshore Consulting Org. Number: 561321	2534 Black Creek Road Muskegon, Michigan, 49444 United States	Penny Swain	pswain@westshoreconsulting.com	231-777-3447 ext. 53
		Alan Hinks	pswain@westshoreconsulting.com	231-777-3447 ext. 49
		Wade VandenBosch	pswain@westshoreconsulting.com	231-777-3447 ext. 34
White Construction	1120 W. Baltimore	Donovan J White	dwhite@whitecon.com	313-872-6700 ext. 141

Matching Supplier List: Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
Org. Number: 557083	Detroit, Michigan, 48202 United States	Milton Jennings	unknown@no-reply.com	313-872-6700 ext. 140
		W. Bernard White	unknown@no-reply.com	313-872-6700
White Pine Building and Development LLC Org. Number: 559379	49047 Driftwood Drive Shelby Township, Michigan, 48317 United States	Bradley Freestone	whitepinebuilding@gmail.com	586-489-3771
		Bradley Freestone	unknown@no-reply.com	586-489-3771
Wightman & Associates, Inc. Org. Number: 557893	2303 Pipestone Road Benton Harbor, Michigan, 49022 United States	Jamie Balkin	jbalkin@gowightman.com	269-927-0100 ext. 108
		Mr. Thomas A. Deneau	tdeneau@wightman-assoc.com	269-927-0100
William A. Kibbe & Associates, Inc. Org. Number: 560213	1475 S. Washington Ave. Saginaw, Michigan, 48601 United States	Daniel Miller	dmiller@kibbe.com	989-752-5000
		Daniel Miller	unknown@no-reply.com	989-752-5000
		Gregory Bator	gbator@kibbe.com	989-752-5000
		Jay Wheeler	jwheeler@kibbe.com	989-752-5000
		Laura Mettam	lmettam@kibbe.com	989-752-5000
Wolverine Solutions Group Org. Number: 1093922	1601 Clay street Detroit, Michigan, 48211 United States	Steve Conway	conman30@aol.com	7346126634
Wolverine Solutions Group, Inc. Org. Number: 557264	1601 Clay Street Detroit, Michigan, 48211 United States	Stacey Blue	sblue@wolverinemail.com	313-871-3547
		Stacey Blue	sblue@wolverinemail.com	313-871-3547
Wolverine Engineers & Surveyors, Inc. Org. Number: 557487	312 North Street Mason, Michigan, 48854 United States	Dan Wisinski	danw@wolveng.com	517-676-9200 ext. 114
		Dan Wisinski	unknown@no-reply.com	517-676-9200
		Don Heck	doh@wolveng.com	517-676-9200
Woods Consulting Group Org. Number: 894592	1617 Beech Street Normal, Illinois, 61761 United States	Kevin Woods	woodsconsulting@frontier.com	3098302545
Wright & Hunter, Inc. Org. Number: 557405	818 West 11 Mile Road Royal Oak, Michigan, 48067 United States	Scott Brune	sbrune@wrighthunter.com	248-594-5850 ext. 131
		Scott Brune	sbrune@wrighthunter.com	248-594-5850 ext. 100
WSP Michigan Inc. Org. Number: 556816	500 Griswold Street Suite 2600 Detroit, Michigan, 48226 United States	Edwin Tatem	Vandall@pbworld.com	313-963-5760 ext. 2813
		Duncan R Mein	duncan.mein@wsp.com	313-324-9881
		Edwin Tatem	beard@pbworld.com	313-963-5760
Xerox Corporation Org. Number: 697341	151 Rest Cottage Lane Pewee Valley, Kentucky, 40056 United States	Lisa Perkins	lisa.perkins@xerox.com	502-410-8679

Matching Supplier List Owner's Representative Services - Owner's Representative Services

Organization	Address	Contact	Email	Phone
Xperiential Laboratories Org. Number: 1067118	45145 W 12 Mile Road Novi, Michigan, 48377 United States	Mike Aibu	maibu@xperiential.com	2485745528
Yanke Construction, inc. Org. Number: 919146	41621 Hampshire St Novi, Michigan, 48375 United States	Maxwell Yanke Hunter Urban	maxyanke@yankeconstruction.com hunterurban@yankeconstruction.com	2487300565 2489127970
Yukon Construction Org. Number: 954949	1341 S Range Rd St Clair, Michigan, 48079 United States	Jennifer LaDuke	jladuke@yukoncs.com	8108417397
Zuniga Cement Construction Inc. Org. Number: 557436	22500 Ryan Rd Warren, Michigan, 48091 United States	Tomas Zuniga Tomas Zuniga	zunigacement@aol.com unknown@no-reply.com	586-754-5900 586-772-5400



Financial Services – Purchasing Division

NOTICE

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

Owner's Representative Services

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

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

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

NOTICE TO PROPOSERS

The City of Pontiac will receive qualification proposals on Monday, April 01, 2019 at 2:00 p.m. prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

Owner's Representative Services

You are invited to submit a proposal for this project. Sealed proposals may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by 2:00 PM, Monday, April 01, 2019. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked: "Owners Representative Services"

A MANDATORY pre-proposal meeting will be held at Pontiac City Hall 1st Floor, Shrine Room, 47450 Woodward Ave., Pontiac, MI, 48342, on Friday, March 22, 2019 at 10:00 AM EDT. The proposal and contract requirements will be discussed at said meeting and it is mandatory that all Contractors attend.

The City of Pontiac is in the process of repairing and renovating the downtown Phoenix Center parking garage and amphitheater and is seeking proposals from professional Owner's Representative Service firms for the purpose of assisting the City with implementing the project. The selected Owner's Representative (OR) will oversee the work of an architectural/engineering firm(s) and Construction Manager (CM) as Contractor.

Please note this request for qualifications is for Owner's Representative Services. Selection will be based on the proposer's qualifications and understanding of the purpose of the CNU Charrette "... for a revitalized downtown". Also, other consulting services may be negotiated as additional services to this award.

The selected firm shall minimally possess successful experience in the areas described in the Scope of Services. Knowledge of the City's codes, ordinances and engineering design standards is beneficial.

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

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

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

Please refer to the website for any addenda that may be issued. Respondents who submit proposals before the deadline are advised to continue to monitor the website for any changes that may be issued.

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

1. INSTRUCTIONS TO PROPOSERS

1.1 Qualifications to be Received

Qualifications for Owner's Representative Services will be received at the Office of the City Clerk of the City of Pontiac, Michigan **Monday, April 01, 2019 at 2:00 p.m.**

Proposers **MUST** submit **an original and three copies & electronic form (flash drive)** of the qualifications proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested. Qualifications must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a response must be plainly marked on the outside as **"Owner's Representative Services"**, and the envelope should bear on the outside the name of the respondent, his address, and the name of the project for which the response is submitted. If forwarded by mail, the sealed envelope containing the response must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI. 48342.

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

1.2 Examination of Proposal Documents

Before submitting a qualifications proposal, respondents shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations.

1.3 Basis of Award

The intention of the City is to award the contract for this job to the most qualified applicant(s) whose skill set and past work history are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful respondents will show proof of at least five (5) years' experience in Owner's Representative Services. One qualified firm will be selected and services will be scheduled at the direction of the City of Pontiac.

1.4 Proposal Bond

No Proposal Bond required.

1.5 Pre-Proposal Meeting

Pre-proposal meeting to be held at Pontiac City Hall 1st Floor, Shrine Room, 47450 Woodward Ave., Pontiac, MI, 48342, on Friday, March 22, 2019 at 10:00 AM EDT

2. TERMS AND CONDITIONS

2.1 Laws and Municipal Ordinances, Permits

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

2.2 Non-Discrimination

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

2.3 Indemnification

The Contractor shall indemnify, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.

2.4 Jurisdictional Authority

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

2.5 Severability

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

2.6 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3092, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract. Contractor is required to withhold City of Pontiac income tax from wages paid to:

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac. Contractor is not eligible for the award if they have not filed or paid corporate and employee income tax to the City of Pontiac.

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

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

2.7 Compensation and Payment

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

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

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

Payment Terms – Net 30

2.8 General Conditions

It is the responsibility of the respondent to review General Conditions as specified.
All funds must be quoted in US dollars

2.9 Qualification Proposals

Proposers **MUST** submit **an original and three copies & electronic form (flash drive)** of the qualifications proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

The submittal should address all of the points outlined in this RFQ. The document is to be prepared simply and economically, providing a straightforward, concise description of the Firm's capabilities to satisfy the requirements of the RFQ. Highlight any parts that reflect the Firm's unique philosophy or insight regarding its approach to serving as the City's Owner's Representative Services and how this approach will positively impact the successful completion of a variety of projects.

The statement of qualifications' document should not exceed twenty (20) pages in length, excluding covers, table of contents, dividers, required forms, resumes, certifications and affiliations, references and insurance documentation. To simplify the review process and to obtain the maximum degree of comparability, the submittal will include the following information and will be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the submittals will be evaluated.

- A. Responsiveness to Objectives
- B. Experience and Qualifications
- C. Capacity
- D. Comparable Projects

2.10 Minor Deviations

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

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

2.11 Insurance

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

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

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

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000 per occurrence and aggregate. Coverage shall include the following extensions:

- a. Contractual Liability;
- b. Products and Completed Operations;
- c. Independent Contractors Coverage;
- d. Broad Form General Liability Extensions or equivalent, if not already included.

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

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

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

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be

acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

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

2.12 Performance Bond

No bond shall be required.

2.13 Payment Bond

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

3. DESCRIPTION OF SERVICES

3.1 GENERAL INFORMATION

- A. The City of Pontiac is in the process of repairing and renovating the downtown Phoenix Center parking garage and amphitheater and is seeking proposals from professional Owner's Representative Service firms for the purpose of assisting the City with implementing the project in cooperation with and in reliance upon the, the services of an Architectural & Engineering firm(s) including audio visual technology designer facility designer (A & E), Construction Manager as Contractor (CMc) and any other City awarded Consultants & Contractors germane to the project.
- B. **Please note this request for qualification proposals is for Owner's Representative Services. The awarded firm may be considered for award of A & E services based on qualifications.**
- C. Please carefully review this document. This document is a Request for Qualifications. Proposers are to provide their proposal based on their professional knowledge and developed around the general requirements defined within this proposal. As such, the City of Pontiac may not make an award recommendation based on lowest price. Sealed qualifications proposals will be evaluated based upon criteria formulated around the most important features of the service requested, of which experience, references, or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award.

3.2 BACKGROUND INFORMATION

- A. The City of Pontiac Phoenix Center was built in 1981. It is 1.25 million sq. ft. The Phoenix Center served as a parking garage, with the top level once hosting concerts and events.

- B. The Phoenix Center was constructed in 1981 for the purpose of provide parking for the Ottawa Towers buildings as well as overall parking for the Downtown. In addition to the parking garage, there is an amphitheater on the top level with covered seating as well as lawn seating and a covered stage. In 2012 the structure was closed to all parking with the exception of the South side of the structure. The North side was completely closed and due to the closure and lack of security, the facility was severely vandalized. Soon after the closure, the entire facility was without electrical power. Currently the South side, as well as the tunnel (Orchard Lake Road) is powered by the Ottawa Towers Building. Based on recent evaluations, there is significant work to be completed to bring the building into a useful state.
- C. The City will bond for this project and is looking to spend a not to exceed amount of \$13.5 million on all aspects of the project including initial preconstruction testing & fact-finding, all phases of design & engineering, any demolition, all phases of construction, building commissioning, project close-out.
- D. The following reports/surveys have or are currently being completed and will be provided to the awarded firm(s):
1. Desman Condition Survey Report & Repair Recommendations, May 2012
 2. Eagle Contracting Phoenix Center Evaluation, November 2016
 3. IDS Electrical Study, March 2018
 4. IDS Facility Conditions Report, September 2018 (Revised October 2, 2018)
- E. Phoenix Center Parking Structure Post-Tensioning Investigation completed by Walker Consultants, October 8, 2018 is provided for download separately at <http://www.pontiac.mi.us/departments/finance/purchasing.php>.
- F. As other construction projects may come up during the contract period the City reserves the right to negotiate fees (for like services) with the awarded firm(s).
- G. A Pre-Submittal Meeting will be held on Friday, March 22, 2019 at 10:00 AM EDT in the Shrine Room at Pontiac City Hall. All firms interested in submitting a proposal are highly encouraged to attend. It will be an excellent opportunity to meet the internal project team and ask questions.

3.3 PROPOSAL INFORMATION

Qualified companies are invited to submit qualification proposals with the information below in written (1 Original & 3 copies) & electronic form (flash drive). Please note information must be divided by the specific sections noted. Proposals not including all the information below or not in divided sections may be rejected. The RFQ document has been uploaded in its native format (Word) for ease of information entry. Respondents are prohibited from making changes or additions to the document except as requested (in the document).

- A. Letter of Introduction which includes the name of organization, contact person, physical address, email address and phone numbers.
- B. Brief narrative of your company profile highlighting your Owner's Representative experience, the services you provide and knowledge of the local area & consultant & contractor base. Please include list of proposed project team including brief resumes and a projected workload for the next two (2) years,
- C. Narrative of similar projects with special emphasis on Parking Structures. Include the project location, cost, date email, contact person and pictures.
- D. Complete Subcontractor/Sub consultant form. This form shall be utilized to report any consultants not employed by your firm and can include (but not be limited to): firms that specialize in parking structures or amphitheater design firms.
- E. Completed Legal Status of Proposer Form, Firm Questionnaire, Proposal form and Authorization of Proposal form.
- F. Submit proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure.
- G. Fee Proposal – The Fee Proposal will be submitted based on performing the Owner Representative scope of services within the general timeline referred to in the following Sections: 3.5 TIMELINE, and 3.7 SCOPE of this RFQ. The Fee Proposal should include an hourly rate schedule and a monthly schedule of proposed hours utilized in the proposed timeline for Basic Services to manage the Design, Engineering, and Construction of the Repair of the Parking Structure and Amphitheatre. Fees for additional services, if requested, will be negotiated based on the Firm's hourly rate schedule.

3.4 PROCESS OF EVALUATION

- A. City Staff will evaluate and summarize the proposals. The summaries that appear to be beneficial to the City will be considered for award. Selected proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the City, fail to offer sufficient and substantive provisions to warrant further consideration.
- B. At the conclusion of the initial evaluation phase, there is potential that multiple proposals will be selected for detailed review and evaluation. As part of this detailed review of proposals, the selected firms may be required to make oral presentations of their proposals to the City. The City will request that the account representative(s) conduct the majority of the presentation. The oral presentations provide an opportunity for firms to clarify the proposals through mutual understanding.

- C. The award will be made to the most responsive and responsible firm(s) offering the most qualified proposal as determined by the City. All respondents, in submitting qualification proposals, concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.
- D. A sample contract is attached for review. Any exceptions or additions to the agreement must be called out in the response. Please note taking exception to the agreement in total is not acceptable.
- E. The City of Pontiac reserves the right to request best and final offers and to negotiate any and all terms proposed and include this in the final selection process.
- F. Access to government records is governed by the State of Michigan. Except as otherwise required by the State of Michigan, The Mayor authorizes the promise of confidentiality on behalf of the public body of the City of Pontiac and that it will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such in Section 3.3-F of your proposal response.
- G. A general description of all specific proprietary information, trade secrets or confidential commercial and financial information that is requested to be exempt from disclosure must be submitted at the time the proposal is submitted and will be maintained by the City Clerk's Office. This general description shall be made available to a person upon request. Upon a request for records from a third party regarding this proposal The City of Pontiac will notify in writing the party involved. The party involved shall indemnify The City of Pontiac defense costs associated with its refusal to produce such identified information; otherwise, the requested information will be released.

3.5 TIMELINE

The City has set the following general timeline, which can be modified at the discretion of the City:

March 11, 2019	Request for Proposal issued
March 22, 2019	Pre-submittal meeting
April 1, 2019	Proposals due no later than 10:00 a.m.
April 4-May 1, 2019	Review Proposals

April 11-22, 2019	Finalist Interviews
May 15, 2019	Final Selection & Award, including City Council Approval
July 1-31, 2019	A& E Interviews & Award
August-September, 2019	Awarded Firm Assists City with bidding, interviewing & Award CMc
October 2019	Phase I Design & Pre-Construction Contractor kick-off
November 2020	Proposal Trade Packages
April 1, 2020	Construction begins
April 2021	Anticipated project completion

3.6 MINIMUM FIRM QUALIFICATIONS

- A. The awarded firm(s) will have provided Owner's Representative Services or similar services in the past ten (10) years.
- B. The ideal firm(s) will have experience as an Owner's Representative Services in multi-level parking structures and amphitheaters.
- C. The ideal firm(s) will have experience successfully renovating existing similarly sized facilities.
- D. The awarded firm(s) must meet or exceed all insurance requirements.
- E. The awarded firm(s) must have demonstrable knowledge & experience working with the local A & E, CMc and contractor base.

3.7 SCOPE

The City of Pontiac is seeking qualified firm(s) to provide Owner's Representative Services to renovate and repair the Phoenix Center Parking Garage and Amphitheater. During all phases, the Owner's Rep will serve as the key liaison between the City of Pontiac, the commissioned A & E firm(s) and CMc. This service shall include, but shall not be limited to, the coordination of activities and resolution of any resulting problems and attendance and reporting of progress issues to City staff as necessary. **Please note for security purposes the City prohibits on-line file sharing services (i.e. Google Docs, etc.). Awarded firms must be capable and willing to set up an FTP/SFTP site for secure transmission of documents.**

Services will begin immediately after award of the contract by City Council. Services during this phase will include, but not limited to:

A. General Requirements

- 1) Provide a report to the City at least monthly containing (a) the status of the Project; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a comparison of the Project schedule to the work actually completed

through the date of the report; (d) any revision to the Project schedule or Project budget made during the time period covered by the report; (e) a summary of change orders made during the time period covered by the report; (f) a list of all pending change orders and all outstanding issues requiring action or approval by Owner; (g) the status of any governmental requirements and activities required to facilitate approval of the Project; and (h) any other reports concerning the Project as the City may reasonably request.

- 2) Owner's Representative shall be available for questions and follow up either by telephone or via in-person site meetings with City Staff as the circumstances require.
- 3) Owner's Representative shall help to develop positive working relationships with and among the City, A & E firm(s), CMc, trade contractors and consultants.

B. Contractor Selection

- 1) Participate in interviews of A & E firms and give input on qualification of firm(s).
- 2) Assist the City with final determination of award of A& E firm(s).
- 3) Assist the City in processing AIA contract documents between the City & A & E firm(s).
- 4) Assist the City in the selection of a CMc to determine the most effective approach for the Project, keeping in mind to qualify, each must show successful renovation projects, including:
 - a. Assist the City with drafting the Request for Proposals (RFPs) for CMc.
 - b. Participate as an advisor to the City at the pre-submittal conference.
 - c. Review the qualifications of the CMc through evaluation of proposals for comparable work experience, staff credentials, reference checks, financial credibility and any prior relationship with the City.
 - d. Participate in interviews of firm(s) and give input on qualification of firms.
 - e. Assist the City with recommendation & award of the CMc firms including help preparing an executive summary in a comparative format.
 - f. Assist the City if review of AIA contract documents between the City & CMc firm(s).

C. Design & Pre-Construction Services Oversight

Provide professional expertise and leadership by reviewing, analyzing, and presenting options for the design of the repair and renovation of the Phoenix Center Parking Garage and Amphitheater through the schematic and design development process. Owner's Representative will continue working with A & E firm(s) and CMc to provide professional expertise to the City during the design development and construction documentation process. Activities shall include the following as reasonably required to complete the project:

- 1) Work with the A & E firm(s), Design/Prime firm(s), CMc, City staff, administration and community stakeholders to aid in the creation of a building needs analysis. For comparison purposes respondents should plan on 10 meetings which may include (2) meetings in the evening. These meetings will allow all involved to gain an

- understanding of the business processes and operations and help identify the strengths and limitations of the existing building to allow for an informed design.
- 2) Participate in a design community showcase (which will be in the evening).
 - 3) Review and advise the CITY regarding Project schedule, arranging the time required for the design development, bidding, construction, and move-in and start-up phases
 - 4) Monitor architect's progress through the design process
 - 5) Attend progress meetings and produce meeting minutes.
 - 6) Assist in the selection of finishes (carpeting, wall coverings, and lighting)
 - 7) Compare budget of preliminary design to Project budget
 - 8) Review design for consistency with original Project scope
 - 9) Assist the A & E firm(s), CMc, and any subcontractors, Design/Prime firm(s) or other vendors in the ongoing value-engineering process to identify alternative construction methods or materials, reducing cost and/or construction time,
 - 10) Assist in providing multiple constructability reviews and assist the A & E firm(s), CMc and any subcontractors in the process of preparing cost analyses.
 - 11) Perform budget and schedule updates as necessary.
 - 12) Monitor and advise the CITY regarding the A & E firm & CMc services to provide CITY staff with determination of probable construction costs (cash flow) and phasing.
 - 13) Assist in identifying major long lead equipment such as air handling units, network infrastructure, electrical transformers, etc.
 - 14) Monitor trade, labor and construction market trends that could impact the cost or schedule for the project.
 - 15) Assess material and labor availability in the local marketplace and evaluate alternative systems and building products.
 - 16) Identify material and assist in the preorder of items requiring long lead times for delivery
 - 17) Review A & E firm(s), CMc and any subcontractors invoices on behalf of the City and make recommendations for payment.
 - 18) Advise the City staff, A & E & CMc regarding the preparation and dividing of proposal packages for all trades & services related to demolition & construction, determining trades that are sole source and determining trades that are covered under existing City agreements.
 - 19) Assist the City in conducting any and all pre-proposal conferences for trades. Answer proposer questions and aid the City, A & E firm(s) and CMc with any addendum preparation necessary.
 - 20) All proposals will be received by the City of Pontiac City Clerk's Office and opened in the Lion's Den Conference Room
 - 21) Review proposals with the City, CMc firm and A & E firms(s) as necessary and assist in any post proposal interviews, determine the responsiveness and responsibility of proposers and recommend award.
 - 22) Assist CMc in collection & review of all insurance & bond documents from awarded trade contractors to ensure they meet the requirements required by the City.

D. Construction Oversight Services

In order to have high predictability in the outcome, it will be necessary to have competent contractor(s) that are best suited for the Project. Once the contractor(s) is selected, Owner's Representative's activities shall include the following as reasonably required to complete the project:

- 1) Prepare RFQ and assist in the selection of CMc firm.
- 2) Attend a kick-off meeting to review project goals and objectives
- 3) Assist and advise the team through construction process to meet project objectives.
- 4) Assist the City in coordinating removal, and appropriate disposal of any unwanted equipment or supplies.
- 5) Assist CMc in obtaining required approvals and permits. Please note any fees associated with City required permits will be waived.
- 6) Attend Owner/Architect/Contractor progress meetings.
- 7) Monitor Request for Information (RFI) logs, shop drawing submittal logs and facilitate issue resolution, if needed.
- 8) Assist the City in planning & coordinating Design/Prime firm(s) products & services.
- 9) Oversee Project cost accounting and budget tracking process.
- 10) Monitor Project expenditures to ensure that the proposed budget is being met.
- 11) Monitor contractor's change order tracking and facilitate issue resolution, including an accountability log that will be used for all change orders issued for the project that will indicate the source and cost of any and all change orders (e.g., field condition, City initiated, A & E firm initiated, CMc initiated, etc...)
- 12) Update the Project's major milestone schedule for the project and identify potential conflicts.
- 13) Track Project budget including expenses to date versus total budget and remaining Project cost estimates.
- 14) Prepare monthly Project status reports for the City.
- 15) Monitor and assist with the coordination of other vendor(s) activities with A & E firm(s), CMc and the contractors.
- 16) Review of payment applications from all contractors and consultants (i.e. A & E firm, CMc or other vendors in accordance with contractual arrangements and make recommendations for payment
- 17) Review and ensure timely receipt of insurance certificates, performance and payment bonds, waivers, sworn statements, and other contractor-required or consultant-required information.
- 18) Assist in evaluating disputes relating to contract interpretation and requirements.
- 19) Review change order requests for cost, reason, need and responsibility.
- 20) Notify the City if Owner's Representative becomes aware that the work of a contractor or consultant is not being performed in accordance with the requirements of the Contract Documents or industry standards. The owner's Representative shall not be required to inspect the work, opine on the quality of the work, or determine if the work is in accordance with the Architect's Contract Documents.

- 21) Advise the City if Owner Representative believes the work under a construction contract is substantially complete and that a punch list should be prepared. Owner's Representative shall coordinate with the A & E firm and CMc and assist in its determination of the date of substantial completion.

E. Building Commissioning and Project Closeout

Monitor activities of the A & E firm(s), CMc and any other contractors to ensure they complete their respective contractual obligations. Post construction services typically commence after construction is substantially complete. Owner's Representative will continue to advocate on behalf of the City to ensure the close-out procedures are completed in a timely manner. Activities shall include the following as reasonably required to complete the project:

- 1) Assist City staff as needed in coordination & logistics of the move to allow construction to proceed without interruption of workflow and to minimize down time. This process formally begins when building plans and specifications are ready for bidding.
 - a. Assist City Staff in creating a checklist and schedule for occupancy.
- 2) Assist CITY in reviewing punch list items.
- 3) Monitor A & E firm(s), CMc and any other contractor's completion of punch list activities.
- 4) Participate in a final Project walk-through/inspections with the A & E firm(s), CMc and any other contractors, to review compliance with the Contract Documents for quality of finished construction.
- 5) Assist with coordinating of the delivery of warranties and guarantees certificates.
- 6) Assist with the submittal of release waivers of liens and sworn statements.
- 7) Assist with the coordination of building systems testing.
- 8) Assist in obtaining occupancy permit.
- 9) Monitor delivery of as-built drawings and operational manuals to CITY.
- 10) Assist in scheduling of training staff on building systems.
- 11) Assist CITY in obtaining callback services from its contractor for a period at least extending through the correction period.

SUBCONTRACTOR/SUBCONSULTANT

The contractor shall not sublet, assign or transfer the contract or any portion of any payment due the contractor hereunder, without the written consent of the City. If it is the intention of the proposer to use Subcontractor(s) for any of the work called for herein, the respondent shall provide the information required for each Subcontractor, below.

Name of Firm: _____ Contact Person: _____

Address/City State: _____

Phone: _____ Email: _____

Brief Narrative of the firm's expertise highlighting completed projects:

Name of Firm: _____ Contact Person: _____

Address/City State: _____

Phone: _____ Email: _____

Brief Narrative of the firm's expertise highlighting completed projects:

Name of Firm: _____ Contact Person: _____

Address/City State: _____

Phone: _____ Email: _____

Brief Narrative of the firm's expertise highlighting completed projects:

Name of Firm: _____ Contact Person: _____

Address/City State: _____

Phone: _____ Email: _____

Brief Narrative of the firm's expertise highlighting completed projects:

LEGAL STATUS PROPOSER

Fill out the appropriate section below for your company and strike out the other three. Provide additional sheets if more space is needed for your responses.

Corporation:

State and County in which incorporated:

Official title of person signing proposal:

Address of signer:

Full names, addresses and titles of all the corporation's directors and officers:

Partnership:

State and County in which established:

Official title of person signing proposal:

Address of signer:

Full names, addresses and titles of all partners:

Limited Liability Company (LLC):

State and County in which established:

Official title of person signing proposal:

Address of signer:

Full names, addresses and titles of all members and managers of the LLC:

FIRM QUESTIONNAIRE

Please give the following information regarding your proposal:

1. List three (3) Michigan Municipal agencies that you have performed this service for in the last ten (10) years

Name: _____ Contact Person: _____

Phone #: _____ E-mail address: _____

Approximate Combined Portfolio Value _____

Name: _____ Contact Person: _____

Phone #: _____ E-mail address: _____

Approximate Combined Portfolio Value _____

Name: _____ Contact Person: _____

Phone #: _____ E-mail address: _____

Approximate Combined Portfolio Value _____

2. List states and categories in which your organization is legally qualified to do business:

3. Answer Yes/No to the following. If "Yes" explain. In the last 5 years, has your company:

- a. Had a contract terminated by a client for cause?

- b. Been in litigation, arbitration, mediation or regulatory proceedings related to your provision of Owner's Representative Services?

4. Does your firm provide other Services besides Owner's Representative Services? If "Yes" explain what other services you provide and identify the percentage of its business devoted to exclusively Owner Representative Services over the past ten (10) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest.

5. Identify any software or other management systems (including FTP/SFTP sites) in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.).

6. Describe its method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

7. Describe how it stays up-to-date on all construction code, regulatory and other legal requirements related to multi-level parking structure and amphitheater construction.

8. Describe your firm's preferred plan for on-sight observation/supervision of the project.

9. Specifically identify and explain any and all exceptions to your firm's compliance with the requirements of this RFP and sample Contract. Failure to specifically identify and explain an exception shall be deemed an express agreement to be bound by the terms of the RFP and Contract.

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2019
To All Here Present:

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

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

UNDERSTANDING OF SERVICE

These guidelines are provided to assist firms submitting in response to this Request for Qualifications in formulating a thorough response. The successful firm ensures and understands that:

1. All licenses required by the State of Michigan are to be maintained by the firm during the course of the contract.
2. All required insurances are to be maintained by the firm during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract.
4. The firm will comply with administrative procedures of the City.
5. The firm will meet with applicable City departments and consultants to review specific concerns or issues.
6. The firm shall perform with a consistent team.
7. The firm shall attend meetings as requested.
8. The firm shall apply for all permits needed for the project(s) on behalf of the City or agency of jurisdiction.
9. The firm shall provide status sheets periodically to City.

Selection Criteria:

Qualification proposals will be evaluated and ranked. The City of Pontiac reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm(s) selected will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. *Responsiveness to Objectives/Methodology* – The firm shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The selection committee will determine how well the proposed work program benefits/assists the objectives of the City.
2. *Experience and Qualifications* – The firm must have personnel who have experience with the professional engineering services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of ONLY the personnel who will be assigned to the City's projects.
3. *Capacity* – Enumeration of the firm's capability to accomplish projects with its present work force. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility. Based on current and anticipated workloads, provide estimated turnaround times for the City's project.
4. *Comparable Projects* – Provide a list of comparable projects/services (minimum of 5; maximum of 10 public sector clients) that have been successfully completed by your firm within the past 3 years and a contact person (name, address, title, responsibility, and phone number) for each project.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer to contact (if any) will be based upon the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The City of Pontiac reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

Clear and concise proposals will be considered an asset to a submission. Elaborate, lengthy or redundant proposals, beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

CITY OF PONTIAC - PROPOSAL

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

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

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX # _____ Date: _____

Website: _____ Federal Tax I.D. #: _____

CONTRACT FOR OWNER'S REPRESENTATIVE SERVICES

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

2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide Owner's Representative Services to the City (see Scope above).

3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform Owner's Representative Services in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

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

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

[INSERT PAYMENT TERMS PER CONTRACT]

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

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

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

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

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

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

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

EXHIBIT "A"

ADDITIONAL TERMS AND CONDITIONS

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

- 6) Insurance. Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on

confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

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

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
 - b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
 - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.
- 11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City

immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.

- 14) Indemnification. The Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.
- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.
- 16) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

- 17) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 18) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- 19) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 20) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 21) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 22) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.

23) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

24) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

25) Termination for convenience clause.

- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in

this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
 - f) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) Termination upon bankruptcy. This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 31) Third party action notification. The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) Unsatisfactory work. If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) Waiver. No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

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

- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.
- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

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

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

[CONTRACTOR]

DATE

Sign: _____

Print: _____

Title: _____

City of Pontiac

DATE

Sign: _____

Print: _____

Title: _____

ADDENDUM NO. 1
TO THE REQUEST FOR BIDS FOR
Owner's Representative Services

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

Changes to the solicitation:

On page 11 of the bid document

April 1, 2019 Proposals due no later than ~~10:00 am~~ **2:00pm**

Links to reports

CNU Charrette report mentioned on page 2 of the RFQ is on the Mayor's Home Webpage.
You will need to scroll to the end of the page.

The report is fourth from the bottom.

<http://www.pontiac.mi.us/mayor/index.php>

The five reports/surveys mentioned on page 9 are on the City of Pontiac website.

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

Desman Condition Survey
Eagle Contracting Evaluation
IDS Electrical Study
IDS Facility Conditions
And
Post-Tensioning Investigation

Additional information:

The pre-submittal meeting sign-in sheets are included with this addendum.

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

Michelle McKenzie, Purchasing Agent, City of Pontiac, MMcKenzie@pontiac.mi.us Direct:
(248)758-3120

DATED 03/25/2019

#20

COMMUNICATION

COUNTY OF OAKLAND

OFFICE OF THE SHERIFF

MICHAEL J. BOUCHARD



April 3, 2019

Honorable Deidre Waterman, Mayor
47450 Woodward Avenue
Pontiac, MI 48342

Re: 2019/2020 Sheriff's Office Proposal

Dear Mayor Waterman:

Sheriff's Office Proposal for an Additional Four Deputies and One Sergeant in 2019 and Six Deputies in 2020

Proposal

The City of Pontiac's future is trending towards a very bright one. As the needs of the community expand, the ability of police to provide effective services should follow suit. New businesses and developers are seeing the potential for Pontiac and are willing to invest capital in the city to make Pontiac their home. With this growth in the community comes a need for increased police services. Although we are currently providing a multitude of services to the community, we are still looking to improve our services through expansion. In addition to our traditional criminal and traffic related calls for service, we choose to go a step further by responding to assist our citizens with services many other agencies do not provide. Our deputies respond to all medical runs, vehicle lockout assistance, and private property accident/tows, as well as provide police reports on civil disputes. The Sheriff's Office response time has continued to remain comparable to any other police agency in the state. The structure of the Sheriff's Office allows us to serve the community in all matters, from emergency to non-emergency situations. I would propose the following additions to our staffing to ensure that our level of service continues to meet the needs of the community.

Currently, four deputies and one Sergeant from our staff are deployed as a Directed Patrol Unit within the city. The Directed Patrol Unit is a proactive unit within the Pontiac Substation that operates under direct supervision with stated objectives. This unit specializes in immediate response to all life-threatening situations. The proposed five positions (four deputies and one Sergeant) for July 2019 will be utilized to form a second Directed Patrol Unit to augment our current Directed Patrol Unit.

Directed Patrol Unit Objectives

- To be available to immediately respond to violent in-progress crimes including, but not limited to, crimes involving firearms, robberies, sexual assaults, and home invasions.
- To utilize a wide variety of police tactics and resources to address hand-to-hand drug sales on city streets, prostitution concerns, blight, and other quality of life issues.
- Assist patrol units during times of heavy call loads to ensure a timely response.
- Secure major crime scenes so that patrol deputies can return to responding to incoming calls for service, thus decreasing our response times.

- Proactively seek out and arrest wanted fugitives. Presently the City of Pontiac has several hundred wanted fugitives at large in our community. Past incidences have shown fugitives will continue to commit the same types of crimes until they are brought to justice.
- Monitor neighborhood community problems and work with citizens to prevent minor disputes from progressing into major issues.
- Provide additional high-visibility patrol for community housing complexes, city parks, the downtown business district, future marijuana dispensaries, and new developments to help prevent the theft of material and equipment.
- Flex workday hours to assist with large special events and unique requests for external patrol/attention to offset overtime cost.

The Sheriff's Office DPU has been very productive and is responsible for the arrests of hundreds of violent felons, as well as the seizure of large quantities of narcotics and numerous firearms. The DPU routinely assists the Detective Bureau with major criminal investigations and has located and arrested many of the suspects wanted in those investigations. They utilize a variety of policing solutions and special equipment, flex their hours of work and leave days, and use intelligence derived from crime data, informants, and concerned citizens to bring the best resources to address problems when and where they are occurring.

The members of the Directed Patrol Unit are hand selected by Pontiac Command Staff to ensure that only the most productive, qualified, and professional deputies are selected for the unit. I believe that allocating for an additional Directed Patrol Unit (four deputies with one sergeant) will result in rapid and impactful positive outcomes for the City of Pontiac. Currently, there are four deputies and one sergeant assigned to DPU. The five members of the unit produced the following in 2018:

DPU 2018 statistics

- Felony arrests – 238
- Handguns seized – 38
- Misdemeanor arrests – 64
- Drug seized value – \$59,480
- Appearance Citations – 49

The proposed positions for July 2020 will be an additional six deputies, with two (2) deputies being assigned to each shift (Days, Afternoons and Midnights). The addition of the deputies will allow for each shift to be fully staffed on weekends, holidays, vacation leave days, and sick calls. With our current staffing levels, vacation leave days and sick calls occasionally take us under what I believe to be an acceptable level for quick response and management of all the incidents occurring in the city.

In 2018 alone, our road patrol deputies responded to over 66,000 calls for service. According to the most recent FBI data, the average American city that is similar in scale to Pontiac (50,000-99,000 residents) has 1.7 sworn police officers per 1000 residents. If both the 2019 proposal and the 2020 proposal are implemented, we would have 92 sworn personnel assigned to Pontiac, which is still 10 below the national average. By way of comparison, in 2008, the Pontiac Police Department had 111 full time Police Officers. By increasing our numbers, it would better equip us to keep pace with the growth of the city.

With the new businesses, developers, and residents taking an interest in the great City of Pontiac, the requested operational services the city provides will increase in the immediate and foreseeable future. With the requested additional deputies in 2019 and 2020, the Sheriff's Offices' services and ability to manage all major and routine situations would keep pace with expected city growth.

The new development of Telegraph (Bloomfield Village Plaza) will consist of several businesses, an apartment complex, hospital, hotel, and senior citizen complex.

Police calls to comparable complexes and businesses in the area are listed.

- Bloomfield Town Square (located at Telegraph and Square Lake) – 421 (Of which, 342 instances officers were summoned, 52 traffic stops, 27 extra patrols called in by business owners).
- Home Depot (located at Old Telegraph Rd and Orchard Lake) – 150
- Oakland Point Plaza (located at Telegraph and Elizabeth Lake) – 71
- Elm Haven Manor (senior citizens complex located on Walton Blvd) – 181
- Village of Oakland Woods (senior complex located on Opdyke Rd) – 201

In 2011, when the Oakland Sheriff's Office assumed police services for the City of Pontiac the city was ranked in the top ten most dangerous cities in America. In 2019, by way of working alongside community leadership, Faith Community, citizens, and business owners, we have dropped to 60th on that list. While we are proud of this reduced crime rate, I would like to see these rates continue to drop, while simultaneously building up the trust between the citizens and the deputies.

I believe if the requested positions are secured, crime in the City of Pontiac will continue to steadily fall from what was once one of the most dangerous cities in America. In doing so, we can attract more citizens and businesses that are looking for a safe and prosperous city to live and invest in.

Please see the below cost estimate for additional positions for the years 2019 and 2020.

2019

Position	Quantity	Contracted Rate	Total
Patrol Sergeant	1	\$ 150,805	\$150,805
Deputy II (no-fill)	4	\$ 132,996	\$531,984
			<u>\$682,789</u>

2020

Position	Quantity	Contracted Rate	Total
Deputy II (no-fill)	6	\$ 136,878	\$821,268
			<u>\$821,268</u>

#22

Report

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
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Bank BOND FIFTH THIRD BOND ACCOUNT

Check Type: Paper Check

04/04/2019	11983	10002889	50th District Court	Apply 4/2/19	958.00	Open
04/04/2019	11984	10002889	50th District Court	FFT 4/2/19	1,090.00	Open
04/04/2019	11985	BOND	CECILIA DAVIS	170S24788C	500.00	Open
04/04/2019	11986	BOND	DEAN HERZOFF	18000762	282.00	Open
04/04/2019	11987	BOND	DESMON DONALDSON	160S00666A	474.00	Open
04/04/2019	11988	BOND	JILL MICKLER	180S36587A	35.00	Open
04/04/2019	11989	BOND	KEITH RODGERS	0761177Y	122.00	Open
04/04/2019	11990	BOND	LISABETH MCGINNIS	18001095,18001096	470.00	Open
04/04/2019	11991	BOND	MICHAEL WALKER	B265444X	145.00	Open
04/04/2019	11992	00002208	OAKLAND COUNTY CLERK	CIRCUIT 4/2/19	4,000.00	Open
04/04/2019	11993	BOND	PERKOVIC GJOKO	09123449CO	100.00	Open
04/04/2019	11994	BOND	RALPH MCMORRIS	B266191Z	296.80	Open
04/04/2019	11995	BOND	ROGER THOMAS	B217139X	255.00	Open
04/04/2019	11996	BOND	SERENITY WRIGHT	170S35999X,B,C	750.00	Open

Total For 04/04/2019:	9,477.80
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Total Paper Check:	9,477.80
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BOND TOTALS:

Total of 14 Checks:	9,477.80
Less 0 Void Checks:	0.00
Total of 14 Disbursements:	9,477.80

Bank CONS CONSOLIDATED

Check Type: EFT Transfer

04/02/2019	575(E)	10004293	North Bay Drywall, Inc	April 2019	15,385.64	Open
Total For 04/02/2019:					15,385.64	
Total EFT Transfer:					15,385.64	

Check Type: Paper Check

04/05/2019	524162	00000918	Acme Sewer Cleaning	3-12-19	225.00	Open
04/05/2019	524163	00012301	All Star Motorcoach, Inc.	19-15 (5-15-19)	785.00	Open
04/05/2019	524164	10003733	Alliance Payment Solutions, Inc	317373	6.45	Open
04/05/2019	524165	00000050	AT & T	8310005335294-0319	2,231.30	Open
				8310005335298-0319	1,710.58	Open
					3,941.88	
04/05/2019	524166	REFUND DEP	Barbara Williams	R#81356-210335	100.00	Open
04/05/2019	524167	00001244	Comcast Cablevision	990-0878763-0419	169.92	Open
				52-1022718-0419	260.02	Open
					429.94	

04/05/2019 02:11 PM
User: JPETERS
DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 03/30/2019 - 04/05/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
04/05/2019	524168	00013029	CompOne Administrators, Inc.	172143	10,044.21	Open
04/05/2019	524169	REFUND DEP	Consumers Energy	R#207271	75.00	Open
04/05/2019	524170	10000127	Delta Dental of Michigan	RIS0002211510	1,094.18	Open
04/05/2019	524171	00000247	DTE Energy	910040233652-0319	9,264.35	Open
				910040679979-0319	65,259.06	Open
					74,523.41	
04/05/2019	524172	00001479	Federal Express	6-481-55787	125.76	Open
04/05/2019	524173	10004088	Fidelity Security Life Insurance Co	163850652	203.18	Open
				163851140	377.13	Open
				163851447	148.32	Open
					728.63	
04/05/2019	524174	00001591	Guardian Alarm Company of Michigan	20118549Cemetery	409.50	Open
				20118550-Chapel	94.50	Open
				20118549Treasurer	280.65	Open
				20118549IT	157.50	Open
					942.15	
04/05/2019	524175	00001652	Honigman Miller Schwartz & Cohn LLP	1481743	3,187.50	Open
04/05/2019	524176	00013088	Innovative Software Services, Inc.	2069	3,413.00	Open
04/05/2019	524177	REFUND BD	J.A. Carney Plumbing, Inc.	R#208728	366.00	Open
04/05/2019	524178	EMP. REIMB	Jane Bais-DiSessa	861064/021669	36.04	Open
04/05/2019	524179	00010679	Johnson & Anderson, Inc	42746	2,595.00	Open
				42756	40.00	Open
					2,635.00	
04/05/2019	524180	REFUND DEP	Marlo D. May	R#81353-210178	100.00	Open
04/05/2019	524181	00000515	Michigan Dept. Of Agriculture	WLW19-136	72.50	Open
04/05/2019	524182	00010549	Mutual of Omaha Insurance Company	901660273	6,228.10	Open
04/05/2019	524183	10000449	Nichols Heating & Cooling	8795 & 8560	24,425.00	Open
04/05/2019	524184	10004328	OC Tees, Inc.	7988	304.40	Open
04/05/2019	524185	10000078	Occupational HealthCenters of MI	712597318	125.00	Open
				712607562	368.00	Open
					493.00	
04/05/2019	524186	10001123	OfficeTeam-A Robert Half Company	53038167	1,957.67	Open
				53058690	1,111.13	Open
				53106695	2,146.66	Open
				53106756	1,129.62	Open
					6,345.08	
04/05/2019	524187	10003275	Power Plan	Y54233	579.40	Open
04/05/2019	524188	00012256	Staples Business Advantage	8053576511-3095	9.12	Open
				8053576511-3097	35.06	Open
				8053576511-3099	85.48	Open
				8053576511-3100	243.42	Open
				8053576511-3101	230.48	Open
				8053576511-3104	15.69	Open
				8053576511-3105	91.99	Open
				8053657441-7851	114.22	Open

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DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 03/30/2019 - 04/05/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				8053657441-7852	49.99	Open
				8053657441-7853	3.86	Open
				8053657441-7854	17.89	Open
				8053657441-7855	416.68	Open
				8053657441-7856	227.55	Open
				8053657441-7857	(15.69)	Open
					<u>1,525.74</u>	
04/05/2019	524189	REFUND DEP	Tameka McCellan	R81354-210196	100.00	Open
04/05/2019	524190	10004140	Techniserve Inc.	39434	530.00	Open
04/05/2019	524191	REFUND BD	United Home Services	R#207604	95.00	Open
04/05/2019	524192	10003813	Water Resource Commissioner	80898-00-0319	39.89	Open
				80908-00-0319	95.73	Open
				81011-00-0319	791.71	Open
				81022-00-0319	725.99	Open
				81023-00-0319	39.89	Open
					<u>1,693.21</u>	
				Total For 04/05/2019:	<u>145,150.58</u>	
				Total Paper Check:	<u>145,150.58</u>	

CONS TOTALS:

Total of 32 Checks:	160,536.22
Less 0 Void Checks:	<u>0.00</u>
Total of 32 Disbursements:	<u>160,536.22</u>

Bank COURT FIFTH THIRD-COURT OPERATING

Check Type: Paper Check

04/04/2019	7600	10004315	Accurate Court Transcription LLC	3/22/19	375.00	Open
04/04/2019	7601	BOND	AWA SARR	3/27/19-TAC TRAIN	115.76	Open
04/04/2019	7602	10003781	Bruce E. Crossman	190194SM	50.00	Open
04/04/2019	7603	00001338	Deaf Community Advocacy Network	102755	156.00	Open
04/04/2019	7604	00001353	Detroit Elevator Co.	179184	274.00	Open
04/04/2019	7605	10003953	Erandy Pacheco	3/27/19	122.00	Open
04/04/2019	7606	00000407	International Controls & Equipment,	71163-E	268.90	Open
04/04/2019	7607	00000440	Karens Reporting	3/22/19	75.00	Open
				3/28/19	<u>75.00</u>	Open
					150.00	
04/04/2019	7608	10004065	LEXISNEXIS RISK SOLUTIONS	1532762-20190331	207.62	Open
04/04/2019	7609	00010223	Lisa C Watkins Law Office	190217SM	120.00	Open
04/04/2019	7610	10000123	Marilyn D.Walker	1872813SM	50.00	Open
				1772478SD	150.00	Open
				1567900SD	100.00	Open
				1873341SM	100.00	Open
				1873570SM	100.00	Open
				17144597OM	100.00	Open
				190006SM	240.00	Open

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DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 03/30/2019 - 04/05/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				181492420M	100.00	Open
				1874046SM	150.00	Open
				1873906SM	100.00	Open
				1873873SM	100.00	Open
					<u>1,290.00</u>	
04/04/2019	7611	00000603	Oakland County Treasurer	MARCH 2019	25,151.30	Open
04/04/2019	7612	00002244	OFFICE DEPOT	292301784001	56.68	Open
04/04/2019	7613	00002316	Pitney Bowes Inc	MARCH 21, 2019	2,041.98	Open
04/04/2019	7614	BOND	SHELBY RAGATZ	3/27/19-TAC TRAIN	110.05	Open
04/04/2019	7615	00012362	STAPLES CREDIT PLAN	2259303481	413.55	Open
				2259460661	547.14	Open
					<u>960.69</u>	
04/04/2019	7616	00000776	State Of Mich/Treasury	MARCH 2019	92,873.69	Open
04/04/2019	7617	10000944	Stella Reyes	4/2/19	76.00	Open
				3/25/19	70.00	Open
					<u>146.00</u>	
				Total For 04/04/2019:	<u>124,469.67</u>	
				Total Paper Check:	<u>124,469.67</u>	
COURT TOTALS:						
Total of 18 Checks:					124,469.67	
Less 0 Void Checks:					0.00	
Total of 18 Disbursements:					<u>124,469.67</u>	
REPORT TOTALS:						
Total of 64 Checks:					294,483.69	
Less 0 Void Checks:					0.00	
Total of 64 Disbursements:					<u>294,483.69</u>	

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CHECK REGISTER FOR CITY OF PONTIAC
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
04/12/2019	11997	10002889	50th District Court	FFT 4/8/19	2,369.00	Open
04/12/2019	11998	10002889	50th District Court	APPLY 4/12/19	4,171.00	Open
04/12/2019	11999	BOND	CHRISTIE MCWILLIAMS-ABENDROTH	1772214SM	304.00	Open
04/12/2019	12000	BOND	COURTNEY THOMPSON	B230037X	345.00	Open
04/12/2019	12001	BOND	HUSSEIN NASSER	180S35933B	100.00	Open
04/12/2019	12002	BOND	JAMES OWENS	1669985SM	509.69	Open
04/12/2019	12003	BOND	JOHN HANSON	0752920Y	432.00	Open
04/12/2019	12004	BOND	JOHNATHON FOUST	170S28753A	60.00	Open
04/12/2019	12005	BOND	JOSE ALVAREZ	190258SM	5,000.00	Open
04/12/2019	12006	BOND	JUANITA HOLMES	17144212OM	250.00	Open
04/12/2019	12007	BOND	KEVIN HOWEY	B137813X	30.54	Open
04/12/2019	12008	BOND	MICHELLE CURREN	CO70834	200.00	Open
04/12/2019	12009	00002208	OAKLAND COUNTY CLERK	CIRCUIT 4/10/19	3,000.00	Open
04/12/2019	12010	BOND	STATE OF MICHIGAN	1669437SM	100.00	Open
04/12/2019	12011	BOND	STORAGE ONE	1263442SM	60.00	Open
04/12/2019	12012	BOND	UNITED STATES POSTAL SERVICE	1160165SL	50.00	Open
04/12/2019	12013	BOND	WILSON VETERINARY HOSPITAL	1873861SM	219.40	Open
Total For 04/12/2019:					17,200.63	
Total Paper Check:					17,200.63	

BOND TOTALS:

Total of 17 Checks:

Less 0 Void Checks:

Total of 17 Disbursements:

17,200.63
0.00
17,200.63

Bank CONS CONSOLIDATED

Check Type: Paper Check

04/12/2019	524193	10002840	21st Century Media Newspapers, LLC	1776736	392.00	Open
				1768725	390.25	Open
				AD#1768729	7,230.25	Open
					8,012.50	
04/12/2019	524194	10003843	Advanced Disposal Services	PT0000025990	34.99	Open
				PT0000025991	25.67	Open
				PT0000026094	8.18	Open
				PT0000026095	35.28	Open
					104.12	
04/12/2019	524195	10001957	Ajax Material Corporation	233726	178.20	Open
				233768	888.84	Open
				233933	3,310.20	Open
				234055	631.80	Open
				233875	573.48	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					5,582.52	
04/12/2019	524196	10003879	Amazon.com LLC	193933461	166.47	Open
04/12/2019	524197	10004022	Arbor Oakland Group	81937	70.36	Open
04/12/2019	524198	00000050	AT & T	80025874118-0419	1,726.77	Open
04/12/2019	524199	10003743	BBEK Construction, LLC.	2125	1,140.00	Open
04/12/2019	524200	00001103	Blue Cross Blue Shield of Michigan	60418-600-0519	55,938.04	Open
				60418-601-0519	14,958.43	Open
				60418-602-0519	43,854.83	Open
				60418-604-0519	4,892.80	Open
				60418-605-0519	10,176.78	Open
					129,820.88	
04/12/2019	524201	10004150	BSN Sports, LLC DBA US Games	904839810	2,724.39	Open
04/12/2019	524202	10003346	City of Auburn Hills	71000518575-0319	19,445.52	Open
04/12/2019	524203	00001244	Comcast Cablevision	990-1024326-0418	259.67	Open
04/12/2019	524204	00000206	Consumers Energy	216-32909645-0319	56.83	Open
				6180-96321407-0419	409.08	Open
					465.91	
04/12/2019	524205	10003084	Curbco, Inc.	51023	28,010.00	Open
04/12/2019	524206	00000247	DTE Energy	52-7080527-0319	624.96	Open
				70-4941404-0319	2,473.81	Open
				216-7484267-0319	69.30	Open
				435-7849547-0319	59.11	Open
				786-2776558-02&3/19	49.79	Open
				827-5543457-0319	94.44	Open
				827-7082417-0319	1,248.94	Open
				6180-5436439-0319	110.68	Open
				6180-5436464-0319	732.27	Open
				440-2777841-0319	49.23	Open
				990-7078596-0319	547.75	Open
					6,060.28	
04/12/2019	524207	10004209	Eleanor Annable Siewert	19-11	588.60	Open
04/12/2019	524208	00001479	Federal Express	6-474-03915	21.19	Open
04/12/2019	524209	10004164	Frank Benion Jr	0405201921	225.00	Open
04/12/2019	524210	00000357	Golling Buick GMC Inc.	PNCQ412811	64.23	Open
				PNCQ412917	50.83	Open
				PNCQ412416	50.83	Open
				PNCQ412816	74.91	Open
				PNCQ412823	74.91	Open
					315.71	
04/12/2019	524211	00001649	Home Depot/Comm. Credit	8360109	1,018.20	Open
04/12/2019	524212	10001853	International Code Council, Inc.	1001028784	193.40	Open
04/12/2019	524213	10000960	Iron Mountain Incorporated	201840624	301.25	Open
				ANTE833	237.87	Open
				ANTE839	213.84	Open
				ANTE865	263.24	Open
					1,016.20	
04/12/2019	524214	10004163	John C. Bowie	040520197	300.00	Open
04/12/2019	524215	10004327	LoadOmeter Corporation	413	2,830.46	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
04/12/2019	524216	00002024	Michigan Dept. of Transportation	MDOT00279-3/4/19	3,329.87	Open
04/12/2019	524217	00002068	Miller Canfield Paddock & Stone, PLLC	1433824	20,517.00	Open
04/12/2019	524218	10003957	Mona Storm - Storm Reporting	March 14, 2019	175.00	Open
				April 9, 2019	100.00	Open
					275.00	
04/12/2019	524219	00002197	Nowak & Fraus, PLLC	99540 2/27/18	16,392.50	Open
				99545	9,116.00	Open
				99554 2/24/19	15,435.00	Open
					40,943.50	
04/12/2019	524220	00000596	NTH Consultants, Ltd	617709	4,467.70	Open
04/12/2019	524221	00000598	Oakland County	SHF00055150T	51,954.27	Open
				SHF0005515	948,159.08	Open
					1,000,113.35	
04/12/2019	524222	00013227	Oakland County	CLE0000989	1,081.90	Open
				CLE0001070	525.00	Open
					1,606.90	
04/12/2019	524223	00002229	Oakland County Road Commission	112177	144.36	Open
				112074	10,742.49	Open
				112436	83,181.73	Open
					94,068.58	
04/12/2019	524224	10001573	Oakland Schools	GR19032814713	1,589.92	Open
04/12/2019	524225	10001123	OfficeTeam-A Robert Half Company	53137095	2,103.37	Open
				53133762	934.13	Open
					3,037.50	
04/12/2019	524226	00011236	PreCise MRM LLC	IN200-1020602	210.00	Open
04/12/2019	524227	00013315	Rapid Shred, LLC	124746	30.00	Open
04/12/2019	524228	10004175	Richard Peterson	040520195	75.00	Open
04/12/2019	524229	10003769	Service Heating & Plumbing Corp	1812002	644.51	Open
				1901039	965.10	Open
				1091062	1,655.77	Open
				1901070	655.18	Open
				1902007	748.98	Open
					4,669.54	
04/12/2019	524230	00002579	Slade's Printing Company	April 2, 2019	60.00	Open
04/12/2019	524231	10004161	Slades Plumbing & Sewer Service	March 28, 2019	120.00	Open
04/12/2019	524232	00012256	Staples Business Advantage	8053737462-5219	223.95	Open
				8053737462-5221	28.49	Open
				8053737462-5222	656.09	Open
				8053737462-5223	43.36	Open
				8053737462-5224	4.89	Open
				8053737462-5225	66.09	Open
					1,022.87	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
04/12/2019	524233	JUROR	Talbott, Walter	Talbott,Walter 0818	61.20	Open
04/12/2019	524234	10003496	United Lawnscape, Inc.	154619-155005	14,231.00	Open
				17030948-17031448A	6,201.25	Open
				17028837-1730078A	6,856.00	Open
					<u>27,288.25</u>	
04/12/2019	524235	10003813	Water Resource Commissioner	80919-02-440-0319	87.80	Open
				78699-00-990-0319	299.18	Open
					<u>386.98</u>	
04/12/2019	524236	00002832	Waterford A Charter Township	348-5548109-1218	239.57	Open
				348-5548109-0119	190.07	Open
				348-40153451-01&219	933.01	Open
				348-69848-00-0119	369.98	Open
				348-69848-00-0219	299.18	Open
					<u>2,031.81</u>	
				Total For 04/12/2019:	<u>1,416,003.12</u>	
				Total Paper Check:	<u>1,416,003.12</u>	

CONS TOTALS:

Total of 44 Checks:	1,416,003.12
Less 0 Void Checks:	0.00
Total of 44 Disbursements:	<u>1,416,003.12</u>

Bank COURT FIFTH THIRD-COURT OPERATING

Check Type: Paper Check

04/12/2019	7618	00013185	Kristel Group, Inc.	7568	3,266.81	Open
				7581	3,331.00	Open
					<u>6,597.81</u>	
04/12/2019	7619	10003896	PMP Investments, LLC	2130	93.00	Open
				Total For 04/12/2019:	<u>6,690.81</u>	
				Total Paper Check:	<u>6,690.81</u>	

COURT TOTALS:

Total of 2 Checks:	6,690.81
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	<u>6,690.81</u>

Bank PAYR PNC PARKING

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CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 04/06/2019 - 04/12/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
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Check Type: EFT Transfer

04/09/2019	45(E)	10003892	Pontiac Downtown Business Assoc Inc	March 2019	10,535.00	Open
Total For 04/09/2019:					10,535.00	
Total EFT Transfer:					10,535.00	

PAYR TOTALS:

Total of 1 Checks:	10,535.00
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	10,535.00

REPORT TOTALS:

Total of 64 Checks:	1,450,429.56
Less 0 Void Checks:	0.00
Total of 64 Disbursements:	1,450,429.56

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CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 04/13/2019 - 04/19/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
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Bank BOND FIFTH THIRD BOND ACCOUNT

Check Type: Paper Check

04/17/2019	12014	10002889	50th District Court	APPLY 4/17/19	2,555.00	Open
04/17/2019	12015	BOND	ALISON BURCH	1902390M	500.00	Open
04/17/2019	12016	BOND	AMBER LOWNSBERRY	18000730	282.00	Open
04/17/2019	12017	BOND	BRUCE CLARK	B232144	22.00	Open
04/17/2019	12018	BOND	DONNA COOKS	170S38038A	141.60	Open
04/17/2019	12019	BOND	DORIS NORFOLK	1873402SM	90.00	Open
04/17/2019	12020	BOND	ERICA PARKS	161435820M,181490680	500.00	Open
04/17/2019	12021	BOND	ERICA PARKS	190S08091A	250.00	Open
04/17/2019	12022	BOND	JOHNNETTA SUMLER	160S21875A,B	594.00	Open
04/17/2019	12023	BOND	LADEJA RICE	160S37506A	282.00	Open
04/17/2019	12024	BOND	LEON FOWLER	070998091Z	189.00	Open
04/17/2019	12025	BOND	NEVA WASHINGTON	160S14509,A,B,C	1,500.00	Open
04/17/2019	12026	00002208	OAKLAND COUNTY CLERK	CIRCUIT 4/17/19	5,500.00	Open
04/17/2019	12027	BOND	RACHEL ALEMAN	150S02975A	246.00	Open
04/17/2019	12028	BOND	ROBERT OLEARY	150S08548A	137.00	Open
04/17/2019	12029	BOND	SHARAE ROLLE	160S09180B	231.00	Open
04/17/2019	12030	BOND	SHAWN KIRKSEY	180S12778A	172.00	Open
Total For 04/17/2019:					13,191.60	
Total Paper Check:					13,191.60	

BOND TOTALS:

Total of 17 Checks:	13,191.60
Less 0 Void Checks:	0.00
Total of 17 Disbursements:	13,191.60

Bank CONS CONSOLIDATED

Check Type: Paper Check

04/18/2019	524237	00000011	Adlers Towing Service, Inc.	20497	210.00	Open
				20270	210.00	Open
					420.00	
04/18/2019	524238	10003843	Advanced Disposal Services	V20002046596	260,599.70	Open
04/18/2019	524239	10001957	Ajax Material Corporation	234008	1,940.76	Open
				234021	718.20	Open
				234026	1,149.12	Open
				234033	1,341.36	Open
					5,149.44	
04/18/2019	524240	EMP. REIMB	Annette Wesley	Wesley 3-13-19	15.90	Open
04/18/2019	524241	00001103	Blue Cross Blue Shield of Michigan	7045068-0000-0519	16,294.71	Open
				7045068-0002-0519	2,071.24	Open
				7036880-0004-0519	9,287.08	Open
				7036880-0005-0519	9,014.40	Open

CHECK REGISTER FOR CITY OF PONTIAC
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				7036880-0006-0519	187,903.89	Open
				7036880-0007-0519	16,343.46	Open
					<u>240,914.78</u>	
04/18/2019	524242	10003968	City of Rochester Hills	38252	102.78	Open
04/18/2019	524243	00001244	Comcast Cablevision	110-1037575-0419	173.13	Open
04/18/2019	524244	10004243	Creative Schools Management, LLC	May 2019	26,000.00	Open
04/18/2019	524245	00000261	Done Right Engraving, Inc	18467	3,263.50	Open
04/18/2019	524246	REFUND BD	Dr. Carl Byerly	R#164128	2,350.00	Open
04/18/2019	524247	EMP. REIMB	Ester Jimenez	Jimenez,E. 4/15/19	13.99	Open
04/18/2019	524248	10004182	Great Lakes Power & Lighting, Inc	19115	588.00	Open
				19116	625.65	Open
				19117	720.00	Open
				19118	456.00	Open
				19119	390.00	Open
				19120	324.00	Open
					<u>3,103.65</u>	
04/18/2019	524249	10004085	Harlan Electric Company	1107341	31,191.47	Open
04/18/2019	524250	10001885	Hubbell, Roth & Clark, Inc.	168529	130.28	Open
				168530	1,829.49	Open
				168542	61,499.91	Open
				168543	2,765.85	Open
				168544	1,869.78	Open
					<u>68,095.31</u>	
04/18/2019	524251	00013185	Kristel Group, Inc.	7565	3,832.50	Open
				7566	2,925.00	Open
				7567	574.25	Open
				7569	1,235.00	Open
				7577	3,852.25	Open
				7578	2,925.00	Open
				7579	1,393.00	Open
				7580	574.25	Open
					<u>17,311.25</u>	
04/18/2019	524252	10003930	Leslie Tire Services, Inc.	3085615	419.00	Open
04/18/2019	524253	00001592	Loomis	12395001	841.36	Open
04/18/2019	524254	00012978	Meadowbrook, Inc.	783	3,808.00	Open
04/18/2019	524255	10001088	Nelco Supply Co.	10088372	51.80	Open
				10088357	48.45	Open
					<u>100.25</u>	
04/18/2019	524256	REFUND TAX	Nelson, Raymond	14-34-106-003-111518	160.53	Open
04/18/2019	524257	00000596	NTH Consultants, Ltd	618068-4/8/19	12.87	Open
04/18/2019	524258	00000598	Oakland County	CLE0001079	12.47	Open
04/18/2019	524259	10000078	Occupational HealthCenters of MI	P712631523	66.50	Open
04/18/2019	524260	10001123	OfficeTeam-A Robert Half Company	53200500	2,099.15	Open
				53201942	1,250.32	Open
					<u>3,349.47</u>	
04/18/2019	524261	00000622	Oxford Overhead Door Sales	10316	189.00	Open
04/18/2019	524262	10000667	Printing Systems, Inc.	207012	497.12	Open

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 CHECK DATE FROM 04/13/2019 - 04/19/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				206117	360.65	Open
					857.77	
04/18/2019	524263	00012256	Staples Business Advantage	8053811835-6150	48.29	Open
				8053811835-6153	47.78	Open
				8053920477-4592	74.92	Open
				8053920477-4593	26.33	Open
				8053920477-4594	320.89	Open
				8053920477-4596	(23.89)	Open
					494.32	
04/18/2019	524264	00002630	State of Michigan	A#700000390809R001	32.62	Open
04/18/2019	524265	00000851	Wade-Trim/Associates	2014224	138,210.00	Open
04/18/2019	524266	00002895	Young Supply Co.	20173510-00	122.80	Open
				Total For 04/18/2019:	807,381.86	
				Total Paper Check:	807,381.86	
CONS TOTALS:						
Total of 30 Checks:					807,381.86	
Less 0 Void Checks:					0.00	
Total of 30 Disbursements:					807,381.86	

Bank COURT FIFTH THIRD-COURT OPERATING

Check Type: Paper Check

04/17/2019	7620	10004315	Accurate Court Transcription LLC	4/8/19	750.00	Open
04/17/2019	7621	BOND	AMBER BEST	4/10/19	67.05	Open
04/17/2019	7622	00000050	AT & T	248322117203	184.51	Open
				248322117403	186.48	Open
				248857950104	30.90	Open
					401.89	
04/17/2019	7623	BOND	AWA SARR	4/10/19	76.88	Open
04/17/2019	7624	00001244	Comcast Cablevision	APR 1, 2019	104.85	Open
04/17/2019	7625	10000511	DATA LEGAL	22667	572.70	Open
04/17/2019	7626	BOND	DECARLA GARNER	4/10/19	82.10	Open
04/17/2019	7627	10003953	Erandy Pacheco	4/17/19	120.00	Open
04/17/2019	7628	10004110	Eric Adam Nissani	4/15/19	92.04	Open
04/17/2019	7629	BOND	HOLLY BERG	4/10/19	69.78	Open
04/17/2019	7630	10000960	Iron Mountain Incorporated	ANUB539	522.16	Open
04/17/2019	7631	BOND	JOSEPH GJELAJ	4/10/19	69.16	Open
04/17/2019	7632	00000440	Karens Reporting	4/4/19	150.00	Open
				4/11/19	150.00	Open
					300.00	
04/17/2019	7633	10003909	Maria Fabiana Valy Gialdi	4/4/19	91.51	Open
				4/16/19	84.76	Open
					176.27	

CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 04/13/2019 - 04/19/2019

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
04/17/2019	7634	BOND	MAURA VOLPE	4/10/19	67.05	Open
04/17/2019	7635	10004117	Metcom, Inc.	R-16026	408.70	Open
04/17/2019	7636	00000603	Oakland County Treasurer	INF0002438	500.00	Open
04/17/2019	7637	00002244	OFFICE DEPOT	292301369001	32.18	Open
04/17/2019	7638	00010900	SHRED-IT USA--DETROIT	8127020952	1,187.48	Open
04/17/2019	7639	10000348	Southeast Michigan Court Administr	2019 Dues	75.00	Open
04/17/2019	7640	10000944	Stella Reyes	4/5/19	70.00	Open
				4/8/19	73.00	Open
				4/9/19	70.00	Open
				4/10/19	105.00	Open
				4/11/19	73.00	Open
					<u>391.00</u>	
04/17/2019	7641	BOND	SYDNEY CARR	4/10/19	67.05	Open
04/17/2019	7642	BOND	ZINABU AWUDU	4/10/19	67.05	Open
					<u>67.05</u>	
Total For 04/17/2019:					6,200.39	
					<u>6,200.39</u>	
Total Paper Check:					6,200.39	
					<u>6,200.39</u>	
COURT TOTALS:						
Total of 23 Checks:					6,200.39	
Less 0 Void Checks:					0.00	
Total of 23 Disbursements:					<u>6,200.39</u>	
REPORT TOTALS:						
Total of 70 Checks:					826,773.85	
Less 0 Void Checks:					0.00	
Total of 70 Disbursements:					<u>826,773.85</u>	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
04/25/2019	12031	10002889	50th District Court	APPLY 4/25/19	1,639.00	Open
04/25/2019	12032	10002889	50th District Court	FFT 4/25/18	139.00	Open
04/25/2019	12033	BOND	CAPRI NAYLOR	1873875FY	225.00	Open
04/25/2019	12034	BOND	CHRISTIE MCWILLIAMS-ABENDROTH	1772214SM	93.00	Open
04/25/2019	12035	BOND	CONNIE MOORE & COREY MOORE	190515LT	850.00	Open
04/25/2019	12036	BOND	DTRAVION ROBERTS	120S04272B	1,540.50	Open
04/25/2019	12037	BOND	GJERGJ GJONAJ	190S02202A	15.00	Open
04/25/2019	12038	BOND	JAZZARAY STEPHENS	160S37942A	192.00	Open
04/25/2019	12039	BOND	LISA KIMBLE	1873166SM	60.00	Open
04/25/2019	12040	BOND	MARCOS ROLON-RIVERA	190S05305A	55.00	Open
04/25/2019	12041	00002208	OAKLAND COUNTY CLERK	CIRCUIT 4/25/19	500.00	Open
04/25/2019	12042	BOND	QUINLAN TREE SERVICE	170S23952A	45.00	Open
04/25/2019	12043	BOND	REGINALD FRANKLIN	190S02136A	75.00	Open
04/25/2019	12044	BOND	TERRELL HANLEY	171468620M	5.00	Open
Total For 04/25/2019:					5,433.50	
Total Paper Check:					5,433.50	
BOND TOTALS:						
Total of 14 Checks:					5,433.50	
Less 0 Void Checks:					0.00	
Total of 14 Disbursements:					5,433.50	
Bank CONS CONSOLIDATED						
Check Type: EFT Transfer						
04/22/2019	576(E)	10004301	PNC Bank	Conf#19Annual11255s	875.00	Open
				8749853	182.53	Open
				1312744 Waterman,D	178.08	Open
				1329176 Taylor-Burk	178.08	Open
				1312738 Williams,K.	178.08	Open
				1312742 Lyons,D.	178.08	Open
				1312740-Miller,G.	216.74	Open
				76408	143.50	Open
				76414	143.50	Open
				3-11-19	148.10	Open
Total For 04/22/2019:					2,421.69	
04/23/2019	577(E)	00012870	US Bank National Association	2007C Bond 4-24-19	1,851,381.26	Open
Total For 04/23/2019:					1,851,381.26	
Total EFT Transfer:					1,853,802.95	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Check Type: Paper Check						
04/26/2019	524267	REFUND DEP	123 Net	R#189218	5,014.00	Open
04/26/2019	524268	10004305	Ameena Razia Sheikh	3-26-19 Sheikh,A. 4-1-19 Sheikh,A. 4-2-19 Sheikh,A. 4-4-19 Sheikh,A. 4-11-19 am Sheikh,A. 4-11-19 Sheikh,A. 191258SM Sheikh,A. 1873757SM Sheikh,A.	160.00 240.00 240.00 240.00 240.00 160.00 240.00 420.00	Open Open Open Open Open Open Open Open
					<u>1,940.00</u>	
04/26/2019	524269	10004022	Arbor Oakland Group	81075 81214	150.00 365.00	Open Open
					<u>515.00</u>	
04/26/2019	524270	JUROR	Armstrong, Lisa	Armstrong,L 0419	121.20	Open
04/26/2019	524271	10004237	Arnold Leib Weiner LLC	3/26/19 Weiner,A.	160.00	Open
04/26/2019	524272	00000050	AT & T	8310007501007-0419 8310007527298-0419 8310007527298-0419	1,294.90 221.00 (221.00)	Open Open Open
					<u>1,294.90</u>	
04/26/2019	524273	00000050	AT & T	248451269504-19 248857561204-0419	805.86 1,895.15	Open Open
					<u>2,701.01</u>	
04/26/2019	524274	00000050	AT & T	250472140-0419	78.29	Open
04/26/2019	524275	00000050	AT & T	287269014755x041719	860.24	Open
04/26/2019	524276	10003274	AT & T Long Distance	821555420-0419	20.78	Open
04/26/2019	524277	JUROR	Babcock, Christopher	Babcock,C. 0419	75.80	Open
04/26/2019	524278	JUROR	Banks, Kiyana	Banks,K 0419	75.80	Open
04/26/2019	524279	10004207	Belem Morales Law Office	3-29-19 Morales,B. 4-4-19 Morales,B. 4-10-19 Morales,B. 4-11-19 Morales,B.	160.00 240.00 320.00 240.00	Open Open Open Open
					<u>960.00</u>	
04/26/2019	524280	JUROR	Black, Lisa	Black,L. 0419	75.80	Open
04/26/2019	524281	10003919	Brittany Anne Costello	4-8-19 Costello,B.	240.00	Open
04/26/2019	524282	10003781	Bruce E. Crossman	4-3-19 Crossman,B.	240.00	Open
04/26/2019	524283	JUROR	Cass, Veronica	Cass,V 0419	75.80	Open
04/26/2019	524284	00010597	Charesa D. Johnson	3-28-19 Johnson,C.	240.00	Open
04/26/2019	524285	00001244	Comcast Cablevision	825-946958-0419 825-903542484-0419 6180-214665-0419 47450-862478-0419	321.44 323.22 315.48 124.80	Open Open Open Open
					<u>1,084.94</u>	
04/26/2019	524286	REFUND DEP	Consumers Energy	R#210871	75.00	Open
04/26/2019	524287	JUROR	Daichendt, Donna	Daichendt,D 0419	75.80	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
04/26/2019	524288	10000127	Delta Dental of Michigan	RIS0002255720	1,094.18	Open
04/26/2019	524289	00001353	Detroit Elevator Co.	179185 179693	177.00 777.52 <hr/> 954.52	Open Open
04/26/2019	524290	10004306	Erika D. Morgan Law, PLLC	3/27/19 Morgan,E. 4-8-19 Morgan,E. 4-9-19 Morgan,E.	160.00 240.00 480.00 <hr/> 880.00	Open Open Open
04/26/2019	524291	10004164	Frank Benion Jr	0418201921	300.00	Open
04/26/2019	524292	10003867	George H. Hartman Architects, P.C.	19-005	100.00	Open
04/26/2019	524293	00013036	Giarmarco, Mullins & Horton, P.C.	93194-067B-4 93194-032B-80 93194-016B-91 93194-000B-92 93194-057B-54	780.00 2,286.30 15,992.78 41,483.60 2,487.50 <hr/> 63,030.18	Open Open Open Open Open
04/26/2019	524294	JUROR	Glover, Debra	Glover,D 0419	75.80	Open
04/26/2019	524295	10000009	Great Lakes Auto Superstore LLC	May 2019	5,833.33	Open
04/26/2019	524296	10001053	Gregory D. Mortimore, PLLC	4-8-19 Mortimore,G.	120.00	Open
04/26/2019	524297	JUROR	Hall, Daniel	Hall,D 0419	75.80	Open
04/26/2019	524298	JUROR	Hardy, Derek	Hardy,D 0419	121.20	Open
04/26/2019	524299	JUROR	Harmon, Tisha	Harmon,T. 0419	75.80	Open
04/26/2019	524300	JUROR	Hershovitz, Merry	Hershovitz,M 0419	121.20	Open
04/26/2019	524301	00001649	Home Depot/Comm. Credit	5341111	29.97	Open
04/26/2019	524302	REFUND DEP	Hutchinson Excavating	R#210485	1,268.50	Open
04/26/2019	524303	JUROR	Ivery, Annie	Ivery,A. 0419	121.20	Open
04/26/2019	524304	10004163	John C. Bowie	041820197	300.00	Open
04/26/2019	524305	10004121	Joseph A. Niskar	3-25-19 Niskar,J	160.00	Open
04/26/2019	524306	10003866	K and Q Law, PC	3/25/19 Baunsoe,C. 4-10-19 Baunsoe,C. 4-11-19 Baunsoe,C. 3-27-19 Krawskipf,M.	160.00 160.00 240.00 240.00 <hr/> 800.00	Open Open Open Open
04/26/2019	524307	EMP. REIMB	Kiearha Davidson	Davidson,K. 4/15/19	34.92	Open
04/26/2019	524308	10003942	Law Office of D Ann Parker, PC	4-2-19 Parker,A.	240.00	Open
04/26/2019	524309	10003741	Law Offices of Nadine R.Hatten, PLLC	3-27-19 Hatten,N. 4-1-19 Hatten,N. 4-4-19 Hatten,N.	160.00 240.00 240.00 <hr/> 640.00	Open Open Open
04/26/2019	524310	00012690	Law Offices of Paulette Michel, PLLC	3-25-19 Loftin,P. 3-28-19 Loftin,P. 3-29-19 Loftin,P. 4-3-19 Loftin,P. 4-3-19 pm Loftin,P. 4-4-19 Loftin,P. 4-5-19 Loftin,P. 4-9-19 Loftin,P.	160.00 160.00 160.00 240.00 240.00 240.00 240.00 240.00 <hr/> 240.00	Open Open Open Open Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					1,680.00	
04/26/2019	524311	REFUND DEP	Lecom Communications	R#80777-157946	12,469.45	Open
04/26/2019	524312	00010223	Lisa C Watkins Law Office	3-26-19 Watkins,L.	160.00	Open
				4-2-19 Watkins,L.	240.00	Open
				4-5-19 Watkins,L.	240.00	Open
				14-67660SM Watkins,L	160.00	Open
					800.00	
04/26/2019	524313	JUROR	Lockwood, Nelson	Lockwood,N. 0419	75.80	Open
04/26/2019	524314	10000123	Marilyn D.Walker	4-2-19 Walker,M	240.00	Open
				3-28-19 Walker,M.	260.00	Open
					500.00	
04/26/2019	524315	JUROR	Montgomery, Consandra	Montgomery,C. 0419	91.20	Open
04/26/2019	524316	JUROR	Nealy, Lawrence	Nealy, L. 0419	75.80	Open
04/26/2019	524317	00000598	Oakland County	SHF0005548OT	58,938.76	Open
				SHF0005548	948,159.08	Open
					1,007,097.84	
04/26/2019	524318	10003870	Oakland County Animal Control	1/1/19-3/31/19	405.75	Open
04/26/2019	524319	00002217	Oakland County Legal News	1683222	93.80	Open
				1683223	93.80	Open
				1683224	93.80	Open
					281.40	
04/26/2019	524320	10000078	Occupational HealthCenters of MI	P0712645131	125.00	Open
04/26/2019	524321	10001123	OfficeTeam-A Robert Half Company	53229328	1,755.49	Open
				53252494	1,137.67	Open
					2,893.16	
04/26/2019	524322	00002317	Plante & Moran, PLLC	1663054	23,400.00	Open
				1663055	14,625.00	Open
					38,025.00	
04/26/2019	524323	10004007	QRS Court Reporting, LLC	90447	600.00	Open
04/26/2019	524324	00013067	Scott C. Kozak, Attorney at Law	4-10-19 Kozak,S.,	240.00	Open
04/26/2019	524325	JUROR	Shelby, Tyre	Tyre,S. 0419	15.40	Open
04/26/2019	524326	10004287	Shirley A. Saltzman	4-10-19 Saltzman,S.	240.00	Open
04/26/2019	524327	00002579	Slade's Printing Company	April 18, 2019	85.00	Open
04/26/2019	524328	JUROR	Smith, Evelyn	Smith,E 0419	75.80	Open
04/26/2019	524329	00013050	Stacy A. Drouillard	4-8-19 Drouillard,S.	240.00	Open
04/26/2019	524330	00000275	The Law and Mediation Center PLLC	3-26-19 Baggett-Haye	160.00	Open
04/26/2019	524331	JUROR	Thomas, Erica	Thomas,E. 0419	15.40	Open
04/26/2019	524332	JUROR	Valdez, Carmen	Valdez,C. 0419	121.20	Open
04/26/2019	524333	JUROR	Weary, Zaneta	Weary,Z. 0419	75.80	Open
04/26/2019	524334	JUROR	Webb, Mica	Webb,M 0419	121.20	Open
				Total For 04/26/2019:	1,158,811.16	
				Total Paper Check:	1,158,811.16	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
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CONS TOTALS:

Total of 70 Checks:	3,012,614.11
Less 0 Void Checks:	0.00
Total of 70 Disbursements:	3,012,614.11

Bank COURT FIFTH THIRD-COURT OPERATING

Check Type: Paper Check

04/25/2019	7643	10004315	Accurate Court Transcription LLC	APRIL 19, 2019	900.00	Open
04/25/2019	7644	00000968	AMERI-TIME LLC	61339	165.00	Open
				61341	165.00	Open
					330.00	
04/25/2019	7645	10004223	Court Innovations Incorporated	983	325.00	Open
04/25/2019	7646	10000511	DATA LEGAL	22767	210.55	Open
04/25/2019	7647	00000440	Karens Reporting	0003	300.00	Open
04/25/2019	7648	10003909	Maria Fabiana Valy Gialdi	4/23/19	85.26	Open
04/25/2019	7649	BOND	MONROE Systems for Business	IN76494	81.00	Open
04/25/2019	7650	00002244	OFFICE DEPOT	300933398001	12.40	Open
				300933398002	3.05	Open
					15.45	
04/25/2019	7651	00012362	STAPLES CREDIT PLAN	2264694311	52.84	Open
				2265428361	44.49	Open
				2266282771	42.58	Open
				2266338301	28.89	Open
				2266364811	161.08	Open
				2266371151	1,612.46	Open
				2266521811	211.08	Open
				2266977931	259.98	Open
				2270228641	405.02	Open
				2270231751	31.17	Open
				2270452201	68.59	Open
				2272797981	73.16	Open
				2273112241	61.98	Open
				2274613971	124.10	Open
					3,177.42	
04/25/2019	7652	10000944	Stella Reyes	4/23/19	73.00	Open
				4/24/19	70.00	Open
					143.00	
				Total For 04/25/2019:	5,567.68	
				Total Paper Check:	5,567.68	

COURT TOTALS:

Total of 10 Checks:	5,567.68
Less 0 Void Checks:	0.00

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
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Total of 10 Disbursements:					5,567.68	
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REPORT TOTALS:

Total of 94 Checks:	3,023,615.29
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Less 0 Void Checks:	0.00
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Total of 94 Disbursements:	3,023,615.29
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