PONTIAC CITY COUNCIL

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



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

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

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

STUDY SESSION

July 2, 2019 12:00 P.M. 102nd Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

- 1. June 6, 2019 Special Meeting on the Budget
- 2. June 7, 2019 Special Meeting on the Budget
- 3. June 10, 2019 Special Meeting on the Phoenix Center
- 4. June 11, 2019 Formal Meeting
- 5. June 13, 2019 Special Meeting on the Budget
- 6. June 13, 2019 Public Hearing on the 2019-2020 Proposed Budget
- 7. June 18, 2019 Study Session

Subcommittee Reports

8. Community Development–June 20, 2019

Public Comment

Presentation (10 minute time limit)

9. Pontiac Water/Sewer Rates Fiscal Year 2020
Presentation Presenters: Honorable Jim Nash, Oakland County Water Resources Commissioner (WRC),
WRC Officials: Ben Lewis (Sewer), Amy Ploof (Water), and Raphael Chirolla (Rate Presentation)

Resolutions

Community and Economic Development

10. Resolution to approve the Revocation of the Reverter Clause for 2 & 4 N. Saginaw, Pontiac, MI.

Planning

11. Resolution to approve the Planning Commission's recommendation to approve the Zoning Map Amendment (ZMA 19-01) request for 819 Golf Drive, also known as PIN 64-19-05-102-009, to amend the current site zoning from R-1 One Family Dwelling District to R-3 Multiple Family Dwelling District.

12. Resolution to consider appeal from A&S Kajy Enterprise, Inc., parcel # 64-14-16-402-030, also known as 1124 Joslyn Avenue; regarding Planning Commission's denial of their Special Exception Permit application to sell packaged liquor at 1124 Joslyn Avenue.

Office of Development, Grants and Compliance

13. Resolution to authorize Mayor to submit and execute the "KaBOOM! Play Everywhere Challenge" grant agreement in the amount of \$56,500.00 for the Good Fun & Sound Abounds Downtown Project.

City Council

- 14. Resolution to set a Special Meeting to discuss the draft Community Benefits Ordinance (draft ordinance attached)
- 15. Resolution honoring Zeta Phi Beta Sorority, Inc. 2019 Family of the Year Mr. and Mrs. Gordon May
- 16. Resolution honoring Zeta Phi Beta Sorority, Inc. 2019 Community Service Honoree Attorney Elbert L. Hatchett
- 17. Resolution honoring Zeta Phi Beta Sorority, Inc. 2019 Woman of the Year Anita Barksdale, RN

Controller

18. Resolution to approve the Police School Liaison Officer Program Agreement between the School District of the City of Pontiac and the City of Pontiac and to authorize the Mayor to sign agreement as presented.

Department of Public Works

- 19. Resolution to authorize the Mayor to enter into a contract with Pamar Enterprises Inc., for \$1,617,806.50 for the City's 2019 Local Street Improvement Project.
- 20. Resolution to grant the easements for the Phoenix Center and McKinley Street Property as requested by the Water Resources Commissioner's Office and to authorize Mayor to sign requested easement agreements.
- 21. Resolution to authorize the Mayor to enter into an extension of the AT&T Right-of-way Telecommunications Permit through September 30, 2020.

Office of the City Clerk

- 22. Resolution recognizing the Bloomfield Hills Soccer Club, a 501(c)(3) nonprofit located in Pontiac as a nonprofit organization for the purpose of obtaining charitable gaming license. The soccer club will be holding a raffle in August to assist players in need of financial assistance in participating in the soccer program.
- 23. Communication requesting that the City Council request a legal opinion from the City Attorney on the Medical Marihuana Application
- 24. Communication informing the City Council that the Regional Transit Authority of Southeast Michigan would like to utilize the City Council Chambers to host its September meeting in Oakland County on Thursday, September 19, 2019.

Monthly Mayoral Reports

25. Monthly Check Register

(The weekly check registers for June 7, 14 and 21, 2019 are attached. Also, the check register for May 10, 2019 is attached it was not included in last month's report.

26. Monthly Staff Changes Report. (The June report was not submitted.)

27. City Credit Card Statement (The June report was not submitted.)

Adjournment

#1

MINUTES

Special Meeting on Budget

6-6-19

Official Proceedings Pontiac City Council 91st Session of the Tenth Council

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, June 6, 2019 at 3:00 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

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

Members Absent: Woodward. Mayor Waterman was present. Clerk announced a quorum.

19-235 **Excuse Councilperson Don Woodward for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-236 **Approval of the agenda.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

Motion Carried.

Department Budget Hearings

The following budget hearings were held.

50th District Court

Building and Safety (Wade Trim)

Public Safety (Oakland County Sheriff)

Fire Services (Waterford Regional Fire Department)

Youth Recreation

Senior Centers

No public comment

President Kermit Williams adjourned the meeting at 4:50 p.m.

June 6, 2019 Special Meeting on the Budget

GARLAND S. DOYLE INTERIM CITY CLERK

#2

MINUTES

Special Meeting on Budget

6-7-19

Official Proceedings Pontiac City Council 92nd Session of the Tenth Council

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order in City Hall, Friday, June 7, 2019 at 12:02 p.m. by Council President Pro-Tem Randy Carter.

Call to Order

Roll Call

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

Members Absent: Pietila, Williams and Woodward.

Mayor Waterman was present. Clerk announced a quorum.

19-237 Excuse Councilperson Mary Pietila, Kermit Williams and Don Woodward for personal reasons. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Miller, Taylor-Burks, Waterman and Carter

No: None

Motion Carried.

Council President Kermit Williams arrived at 12:04 and resume chair of the meeting.

19-238 **Approval of the agenda.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Department Budget Hearings

The following budget hearings were held.

Planning/Code Enforcement

Department of Public Works (DPW)

No public comment

President Kermit Williams adjourned the meeting at 1:10 p.m.

GARLAND S. DOYLE INTERIM CITY CLERK

#3

MINUTES

Special Meeting on Phoenix Center

6-10-19

Official Proceedings Pontiac City Council 93rd Session of the Tenth Council

A Special Meeting on the Phoenix Center of the City Council of Pontiac, Michigan was called to order in City Hall, Monday, June 10, 2019 at 6:00 p.m. by Council President Pro-Tem Randy Carter.

Call to Order

Roll Call

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

Members Absent: Miller, Williams and Woodward.

Mayor Waterman was present. Clerk announced a quorum.

19-239 Excuse Councilperson Gloria Miller, Kermit Williams and Don Woodward for personal reasons. Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Carter, Pietila, Taylor-Burks and Waterman

No: None

Motion Carried.

Council President Kermit Williams arrived at 6:03 and resume chair of the meeting.

19-240 **Approval of the agenda.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

Motion Carried.

19-241 **Suspend the Rules.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

Motion Carried.

Councilperson Gloria Miller arrived at 6:04 p.m.

19-242 Rules suspended to move Public Comments from three (3) minutes to two (2) minutes. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

June 10, 2019 Special Meeting on the Phoenix Center

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

No: None **Motion Carried.**

Town Hall on Phoenix Center

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

President Kermit Williams adjourned the meeting at 6:25 p.m.

GARLAND S. DOYLE INTERIM CITY CLERK

#4 MINUTES Formal Meeting 6-11-19

Official Proceedings Pontiac City Council 94th Session of the Tenth Council

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, June 11, 2019 at 6:00 p.m. by Council President Kermit Williams.

Call to Order

Invocation – Pastor Matlock

Pledge of Allegiance

Roll Call

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

Members Absent: Carter, Waterman and Woodward.

Mayor Waterman was present. Clerk announced a quorum.

19-243 Excuse Councilperson Randy Carter, Patrice Waterman and Don Woodward for personal reasons. Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Miller, Pietila, Taylor-Burks and Williams

No: None

Motion Carried.

19-244 Amendment to the agenda to add a discussion to waive fees for the Golden Opportunity Club and La Amistad regarding the usage of the Bowen & Ruth Peterson Center. Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Williams and Miller

No: None

Motion Carried.

19-245 **Amendment to the agenda to add a resolution for a Hiring Freeze**. Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Williams, Miller and Pietila

No: None

Motion Carried.

19-246 Amendment to the agenda to schedule June 18, 2019 Council Meeting as Budget only. Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Williams, Miller, Pietila and Taylor-Burks

No: None

Motion Carried.

19-247 **Approval of the agenda with amendments.** Moved by Councilperson Pietila and second by Councilperson Miller.

Ayes: Williams, Miller, Pietila and Taylor-Burks

No: None

Motion Carried.

19-248 **Approve special meeting minutes on June 3, 2019.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Ayes: Miller, Pietila, Taylor-Burks and Williams

No: None

Motion Carried.

19-249 **Approve meeting minutes on June 4, 2019.** Moved by Councilperson Pietila and second by Councilperson Miller.

Ayes: Miller, Pietila, Taylor-Burks and Williams

No: None

Motion Carried.

Subcommittee Reports Received

Finance – May 15, 2019

Real Estate - May 28, 2019

Council President Pro-Tem Randy Carter arrived at 6:08 p.m.

Recognition of Elected Officials – Mattie Hatchett/Library Board Chair, Mike McGuiness/Pontiac School Board and Melanie Rutherford/Pontiac Library Secretary.

Special Presentations

Special Emergency Presentation regarding a Pontiac Security Matter Presentation Presenter: Lt. Stephen Dooley, Oakland County Sheriff

June 11, 2019 Formal Meeting

Kids First Initiative STEAM Camp Presentation Presenter: Richard Bell

Pontiac Youth Recreation and Enrichment Awards

Presentation Presenters: Mayor Waterman and Troy Craft

Resolution to approve the Revocation of the Reverter Clause for 2 & 4 N. Saginaw, Pontiac, MI. Moved by Councilperson Pietila, motion not seconded.

19-250 Resolution to authorize the Mayor to enter into a contract with International Construction for Residential Demolition for Batch 14 and 15 at a cost not to exceed \$281,549.00. This contract will be funded with Community Development Block Grant (CDBG) funds. Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

WHEREAS, the City of Pontiac advertised and received responses to a request for proposals for Home Demolition for Batch 14 and 15 on May 20, 2019 and publically opened bids; and,

WHEREAS, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the Project Construction Manager and,

WHEREAS, the most experienced and responsible bidder is being recommended for the contract, and, WHEREAS, the contract will be granted to International Construction. The funding for all work performed under this contract will be CDBG monies,

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor to enter into a contract with, International Construction, for Demolition Services for Batches 14 (\$138,149.00) and 15 (\$143,400.00) at a cost not to exceed \$281,549.00.

Ayes: Pietila, Taylor-Burks, Williams and Miller

No: Carter

Resolution Passed.

Councilwoman Pietila ask a question and then Councilwoman Taylor-Burks asked how do you choose the houses?

19-251 Resolution to authorize the Mayor to enter into a contract with MWV Environmental Services for Asbestos Services for Batch 14 & 15 at a cost not to exceed \$133,394.00. This contract will be funded with Community Development Block Grant (CDBG) funds.

WHEREAS, the City of Pontiac advertised and received responses to a request for proposals for Home Demolition for Batch 14 and 15 on May 20, 2019 and publically opened bids; and,

WHEREAS, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the Project Construction Manager and,

WHEREAS, the most experienced and responsible bidder is being recommended for the contract, and, WHEREAS, the contract will be granted to MWV Environmental Services, Inc. The funding for all work performed under this contract will be CDBG monies,

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor to enter into a contract with, MWV Environmental Services, Inc. for Asbestos Services for Batches 14 (\$75,985.00) and 15 (\$57,409.00) at a cost not to exceed \$133,394.00.

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

No: Carter

Resolution Passed.

19-252 **Suspend the Rules.** Moved by Councilperson Pietila and second by Councilperson Miller.

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

No: None

Motion Carried.

19-253 Add-on Resolution to discontinue the Road Diet on Perry Street. (I-75 Business Loop)

Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the City of Pontiac received a request from the Michigan Department of Transportation to perform a road diet on Perry Street (I-75 Business Loop), effectively taking the roadway from a current five-lane section to a three-lane section; and,

Whereas, this change was created for the purpose of creating a safer environment for both motorists, bicyclists and pedestrians; and,

Whereas, the change consisted of only pavement markings, which can be changed, back to a five-lane section after the trail period; and,

Whereas, the Pontiac City Council passed a resolution authorizing the Michigan Department of Transportation to perform the road diet on Perry Street (I-75 Business Loop) for a six-month trial period (November 2018 to April 2019); and,

Whereas, the trail period is over and the Pontiac City Council believes that it is in the best interest of the City, to end the road diet on Perry Street (-75 Business Loop).

Now, therefore Be It Resolved, that the Pontiac City Council hereby authorizes the Michigan Department of Transportation to discontinue the road diet on Perry Street (I-75 Business Loop), remove the pavement markings and return the roadway back to five-lane section.

Discussion on Resolution for Road Diet on Perry Street

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

No: Pietila

Resolution Passed.

19-254 **Add-on resolution to establish a Hiring Freeze.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

June 11, 2019 Formal Meeting

Whereas, the Executive branch has indicated that there are several vacant employment positions in the City of Pontiac; and,

Whereas, the Pontiac City Council has requested an organizational chart reflecting all employees and their respective departments in an effort to pass a balanced budget for fiscal year 2019 and 2020; and, Whereas, pursuant to the Pontiac City Charter, provision 3.12, Control of City Payroll, no compensation or salary shall be paid to appointees, members of boards or commissions, or employees of the City except as approved by the Council.

Now, therefore Be it resolved, that the Pontiac City Council hereby establishes a hiring freeze, as there shall be no person hired as of Tuesday, June 11, 2019 and effective immediately, until the budget is passed.

Ayes: Carter, Miller, Taylor-Burks and Williams

No: Pietila

Resolution Passed.

19-255 **Suspend the Rules.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

No: None

Motion Carried.

Motion to set June 18, 2019 Council meeting for FY 2019-2020 Budget only with an addition to have City Attorney add a resolution to waive fees for eight (8) events per year for the Golden Opportunity Club and La Amistad usage of the Bowen and Ruth Peterson Centers. Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

No: None

Motion Carried.

Mayoral Reports

Received Report regarding Deadlines for Tax Bill Issuance

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 May 2019.) The City Clerk has attached the weekly check register for May 3, 17, 24 and 31, 2019; it was printed from the City's website. **The check register for May 10, 2019 is not on the City's website.**

Received the monthly Staff Changes Report (The May report was not submitted.)

June 11, 2019 Formal Meeting

Received the City Credit Card Statement

Eleven (11) individuals addressed the body during public comment.

Mayor Waterman, Councilwoman Mary Pietila, Councilwoman Doris Tylor-Burks, Councilwoman Gloria Miller, Council President Pro-Tem Randy Carter and Council President Kermit Williams made closing comments. Interim City Clerk Garland Doyle had no closing comments.

President Kermit Williams adjourned the meeting at 8:37 p.m.

GARLAND S. DOYLE INTERIM CITY CLERK

#5

MINUTES

Special Meeting on Budget

6-13-19

Official Proceedings Pontiac City Council 95th Session of the Tenth Council

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, June 13, 2019 at 3:04 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

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

Councilwoman Doris Taylor-Burks arrived at 3:05 p.m.

19-257 Excuse Councilperson Randy Carter and Don Woodward for personal reasons. Moved by Councilperson Pietila and second by Councilperson Waterman.

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

No: None

Motion Carried.

19-258 Amendment to the agenda to add a resolution to approve Proposed Millage Rate for FY 2019-2020 and Master Fee Schedule for FY 2019-2020. Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-259 **Approve agenda with amendments.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Department Budget Hearings

The following budget hearings were held.

Mayor's Office	
City Council	
Law	
Two (2) individuals addressed the b	ody during public comment.
President Kermit Williams adjourne	d the meeting at 4:47 p.m.
	GARLAND S. DOYLE

INTERIM CITY CLERK

June 13, 2019 Special Meeting on the Budget

Clerk/Elections

#6

MINUTES

Public Hearing on the 2019-2020 Proposed Budget

6-13-19

Official Proceedings Pontiac City Council 96th Session of the Tenth Council

A Public Hearing on the Proposed Budget for 2019-2020 of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, June 13, 2019 at 5:00 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

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

Members Absent: Carter, Pietila and Woodward.

Mayor Waterman was present. Clerk announced a quorum.

19-260

Suspend the rules. Moved by Councilperson Miller and second by Councilperson

Waterman.

Ayes: Miller, Taylor-Burks, Waterman and Williams

No: None

Motion Carried.

Council President suspended the rules to change time of public comment but no action taken.

Council President opened up the Public Hearing on the Proposed Annual Budget for Fiscal Year 2019-220 and the City Tax Rate at 5:02 p.m. Three (3) individuals addressed the body during public hearing.

- 1. William Parker 1111 Fairway Dr., Pontiac, MI. Pastor Parker stated that he was listening to the Council's earlier meeting. The budget that is online does not correspond to the budget that the Council was discussing. Is there a way you can get an accurate budget report to follow along with during your discussions?
- 2. Pastor Kathy Dessureru 1200 Colony Lane, Pontiac, MI. Pastor Kathy mentioned that she requested a copy of the proposed budget. She got something different than the Council. I feel like you have to dig through the mud to follow along. What can we do to make these people get along? It started contentiously today it has to stop. We cut each other to pieces week after week it has to stop.
- 3. Hughley Newsome 4980 Crabapple Ct., West Bloomfield, MI. Mr. Newsome stated that I want to come back to the body and remind you of what has happen to this point and remind you all of communications that will have to be sent to residents and business owners that are tax payers of this City. The administration requested originally that the public hearing be held on June 4, then June 11 and now it is happening on June 18. You see the timeline (Timeline was on screen in

June 13, 2019 Public Hearing on the Proposed Budget for 2019-2020

Chambers.). The millages will not be able to be adopted until June 18th. This has a disruptive effect for businesses. We have to notify residents that their tax bills will be late. We are sending out those communications tomorrow.

Council President closed public hearing at 5:13 p.m.

President Kermit Williams adjourned the meeting at 5:13 p.m.

GARLAND S. DOYLE INTERIM CITY CLERK

#7 MINUTES Study Session 6-18-19

Official Proceedings Pontiac City Council 97th Session of the Tenth Council

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, June 18, 2019 at 6:00 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

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

Members Absent: Woodward. Mayor Waterman was present. Clerk announced a quorum.

19-261 **Excuse Councilperson Don Woodward for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-262 Amendments to the agenda to add a resolution for "Juneteenth Independence Day" as item 7, a resolution for Districts Projects as item 8 and add a Special Budget Meeting on June 2, 2019 as item 9. Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

No: Pietila

Motion Carried.

19-263 **Approval of the Agenda with amendments.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

No: Pietila

Motion Carried.

Fourteen (14) individuals addressed the body during public comment.

Communication from the Mayor Received

Aggregate Estimated Cost and Savings Report for the Payment in Lieu of Insurance (PILOI) Offering

19-264 Suspend the rules. Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-265 **Resolution to Approve Proposed Millage Rate for Fiscal Year 2019-2020.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, in accordance with Article v, Chapter 1 of the City Charter entitled: Financial Procedures, a public hearing was held on June 13, 2019 regarding the proposed budget and tax rate; and, Whereas, by not less than six days after the notice of public hearing shall adopt the tax rate, Now, Therefore in accordance with the General Appropriations Act, the City Council of the City of Pontiac authorizes the following FY 2019-2020 Millage Rates to be levied and collected on the general property tax of all real and personal property within the City: 11.1699 operating; 1.4862 youth center; 1.3961 capital improvement; 2.7923 sanitation; 0.4954 senior services. The City Treasurer is hereby authorized to impose a one percent (1%) property tax administration fee for all property taxes due, and a late penalty charge when applicable, in conformance with Section 44 of Public Act 206 of 1893.

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

No: None

Resolution Passed.

Discussion regarding the City Council Proposed Changes to the Fiscal Year 2019-2020 Budget

19-266 **Suspend the rules.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

Motion Carried.

19-267 Resolution to Waive Fees for Eight (8) Events per Year for the Golden Opportunity Club and La Amistad usage of the Bowen and Ruth Peterson Centers prepared by the City Attorney. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, to the Bowen and Ruth Peterson Senior Centers ("the Centers") rent space to outside organizations consistent with the Master Fee Schedule established in the City budget; and Whereas, the Golden Opportunity Club and La Amistad ("the Clubs") regularly rent space at the Centers; and

Whereas, the City Council of the City of Pontiac ("the Council") desires to donate fees equivalent to eight (8) events for each Club in the 2020 Fiscal year; and

Whereas, the Mayor's proposed FY 2020 City Council Budget has sufficient funding in the 101-101-959.000 account:

Now, Therefore Be It Resolved that the City Council hereby directs the transfer of an amount not to exceed eight thousand dollars (\$8,000.00) to the appropriate revenue account for the Centers [212-000-669.703 (Peterson) and 212-000-669.704 (Bowen] in order to donate fees for up to eight (8) events for the Golden Opportunity Club and up to eight (8) events for La Amistad in the 2020 Fiscal Year.

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

No: Carter

Resolution Passed.

19-268 **Suspend the rules.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-269 City Council Proposed Changes to the Fiscal Year 2019-2020 Budget. Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Remove death and birth certificates from the schedule of fees:

Add to the fee schedule non-refundable fees for tax incentives (see attached list of fees):

Remove the Community Development Deputy Director position:

Remove the Community Service Rep position from Community Development:

Reclassify the Purchasing Specialist as the Purchasing Agent to be in compliance with the Charter:

Reduce Contractual Temp to \$10,000 in Mayor's Office budget:

Change Mayor Projects to OU Initiative in Mayor's Office budget:

Reduce Giamarco Mullins Horton from \$345,000 to \$200,000:

Reduce Finance Director Salary to \$50,000:

Reduce the three full time Youth Recreation positions to part time:

City Council Budget changes (see attached changes noted in red) in addition add \$15,000 for travel to the budget and the National League of Cities membership of \$4,600. The cost is to be split equally between the Council's budget and the Mayor's Office budget:

Medical Marihuana Budget Changes (see attached):

Remove Tele –Van from the budget:

Reduce 101-690-902-000 Advertising to \$5,000 from \$31,800:

Reduce 101-690-818-000 Other Professional Services to \$20,000 from \$90,000:

101-756-971-001 should remain a restricted fund:

Elections Budget Changes (see attached changes are noted in red):

\$5,000 raise for the Interim City Clerk it is incorporated in the Clerk's budget changes: (see attached changes are noted in red)

Remove \$2,388 Miscellaneous Expenses under Finance:

Reduce 101-774-745-003 City Events from \$22,500 to zero:

Increase 101-818-818-236 Tree Services to \$200,000:

Move Customer Service Rep from half time in both Community Development and Youth Recreation to full time in Youth Recreation:

Eliminate the 13 vacant part time Youth Recreation positions:

Remove the Assistant to Cable Director position:

585-000-695-001 change to zero:

585-564-974-035 be amended to \$600,000:

Transfer in General Fund to Parking Fund 564:

Reduce Employee Meals-Commission Food from Mayor's Budget to \$500:

Eliminate Exec Office Asst. position from Mayor's Budget:

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

No: None

Motion Carried.

19-270 Suspend the rules to vote on agenda item ad-on #7, #8 and #9. Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

No: None

Motion Carried.

19-271 **Resolution designating June 19, 2019 as 'Juneteenth Independence Day'.** Moved by Councilperson Waterman and second by Councilperson Pietila.

Whereas news of the end of slavery did not reach the frontier areas of the United States, in particular the State of Texas and other Southwestern States, until months after the conclusion of the Civil War, more than 2 1/2 years after President Abraham Lincoln's Emancipation Proclamation was issued on January 1, 1863:

Whereas, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, arrived in Galveston, Texas, with news that the Civil War had ended and that the enslaved were free,

Whereas African-Americans who had been slaves in the Southwest celebrated June 19, commonly known as 'Juneteenth Independence Day', as inspiration and encouragement for future generations;

Whereas African-Americans from the Southwest, for nearly 150 years, have continued the tradition of observing 'Juneteenth Independence Day';

Whereas 43 States, the District of Columbia, and other countries, have designated 'Juneteenth Independence Day' as a special day of observance in recognition of the emancipation of all slaves in the United States;

Whereas 'Juneteenth Independence Day' celebrations have been held to honor African-American freedom, while encouraging self-development and respect for all cultures;

Whereas the faith and strength of character demonstrated by former slaves and their descendants remain an example for all people of the United States, regardless of background, religion, or race;

Whereas slavery was not officially abolished until the ratification of the 13th Amendment to the United States Constitution in January 1865;

Whereas Frederick Douglass, born in the State of Maryland in 1818, escaped from slavery and became a leading writer, orator, publisher, and one of the United States' most influential advocates for abolitionism and the equality of all people;

Whereas Frederick Douglass was recognized for his accomplishments with a statue that was unveiled during a ceremony on June 19, 2013, in Emancipation Hall of the United States Capitol;

Whereas 2014 marks the 50th anniversary of the passage of the Civil Rights Act of 1964 (42 U.S.C. 2000a et seq.), signed into law on July 2, 1964, a milestone in providing equal protections for African-Americans, including former slaves and their descendants; and

Whereas, over the course of its history, the United States has grown into a symbol of democracy and freedom around the world:

Now, Therefore, Be It Resolved, That the City of Pontiac, Michigan:

- (1) Designates June 19, 2019, as 'Juneteenth Independence Day';
- (2) Recognizes the historical significance of 'Juneteenth Independence Day' to the United States;
- (3) Supports the continued nationwide celebration of 'Juneteenth Independence Day' to provide an opportunity for the people of the United States to learn more about the past and to better understand the experiences that have shaped the United States; and
- (4) Recognizes that the observance of the end of slavery is a part of the history and heritage of the United States.

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

No: None

Resolution Passed.

19-272 **Resolution for FY 2019-2020 Districts Projects.** Moved by Councilperson Waterman and second by Councilperson Pietila.

Whereas, the Pontiac City Council approved appropriations for district projects in the Council's 2018-2019 budget that have not yet materialized; and,

Whereas, the Pontiac City Council is requesting that the 2019-2020 budget be amended to include the rollover item designated for district projects which was not completed in the first fiscal year; and,

Whereas, there was approximately One Hundred and Eighty Thousand (\$180,000.00) Dollars that was approved and designated to GL number 101-101-808.101 and for 2018-2019; and,

Whereas, the Mayor's proposed budget package for fiscal years 2020-2024 reflects Twenty Thousand Eighty-Five (\$20,085.00) Dollars for GL number 101-101-808.101 and as activity thru June 30, 2019; and,

Whereas, the amendment will increase the total appropriations for the respective fund to include, approximately One Hundred and Fifty-Five Thousand (\$155,000.00) Dollars.

Now, Therefore Be It Resolved that the Pontiac City Council approves the budget rollover amendment for fiscal year 2019-2020 as presented above.

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

No: None

Resolution Passed.

19-273 **Schedule a Special Budget Meeting on Friday, June 21, 2019 at 3:00 p.m.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-274 **Suspend the rules.** Moved by councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-275 **Schedule a Special Budget Meeting on Monday, June 24, 2019 at 3:00 p.m.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

President Kermit Williams adjourned the meeting at 9:50 p.m.

GARLAND S. DOYLE INTERIM CITY CLERK

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Economic Development Department	Fee [Non-Refundable]
Commercial Rehabilitation Act PA 210 of 2005	\$1,500
Plant Rehabilitation & Industrial Development Act PA 198 of 1974	\$1,500
Obsolete Property Rehabilitation Act [OPRA] PA 146 of 2000	\$1,500
Payment in Lieu of Tax (PILOT) State Housing Development Authority Act PA 346 of 1966	\$1,500
Brownfield Tax Increment Financing [TIF] Brownfield Redevelopment Financing Act PA 381 of 1996	\$1,500

City Council

The proposed changes to the budget are in red

Increase Legislative Counsel salary to \$95,000

Add Legislative Fiscal Analyst position with a salary of \$65,000 job description attached

SUMBER DESCRIPTION THRU 06/30/19 ACTIVITY BUDGET BUDGE		2022-23 MAYOR REC.	2021-22 MAYOR REC.	2020-21 MAYOR REC.	2019-20 MAYOR REC.	2018-19 PROJECTED	2018-19 ACTIVITY		
OTHER REVENUE 1,403,173 1,741,395 2,022,068 2,069,490 2,118,271 2,168,4 FINES AND FORFEITS 101-000-668,000 PDBA PARKING VIOLATION REVENUE 6,667 8,000 8,000 8,000 8,080 8,160 8,2 FINES AND FORFEITS 6,667 8,000 8,000 8,080 8,160 8,2 INTEREST AND RENTS 101-000-665,001 Investments Income 341,933 309,357 214,500 218,790 223,165 227,6 101-000-665,100 UNREALIZED MARKETAD JUSTMENTS 44,413 50,340 101-000-669,014 Land Lease 27,769 33,273 34,272 34,957 36,359 37,4 101-000-670,005 City Owned Equipment Rental 71,387 169,387 168,000 171,360 174,787 178,2 INTEREST AND RENTS 485,522 562,357 416,772 425,107 434,311 443,3		BUDGET						DESCRIPTION	GLNUMBER
FINES AND FORFEITS 101-000-668.000 PDBA PARKING VIOLATION REVENUE 6.667 8.000 8.000 8.000 8.080 8.160 8.2 FINES AND FORFEITS 6.667 8.000 8.000 8.000 8.080 8.160 8.2 INTEREST AND RENTS 101-000-665.001 Investments Income 341,933 309,357 214,500 218,790 223,165 227,6 101-000-665.100 UNREALIZED MARKET ADJUST MENTS 44,413 50,340 101-000-669.014 Land Lease 27,789 33,273 34,272 34,957 36,359 37,4 101-000-670.005 City Owned Equipment Rental 71,387 169,387 168,000 171,360 174,787 178,2 INTEREST AND RENTS 485,522 562,357 416,772 425,107 434,311 443,3	***************************************			***************************************	***************************************	(24)	(54)	Event Over and Short	101-000-694.009
101-000-668,000 PDBAPARKING VIOLATION REVENUE 6,667 8,000 8,000 8,000 8,080 8,160 8,200 8,000 8,	60 1,963,839	2,168,460	2,118,271	2,069,490	2,022,068	1,741,395	1,403,173		OTHER REVENUE
FINES AND FORFEITS 6,667 8,000 8,000 8,080 8,160 8,2 INTEREST AND RENTS 101-000-665,001 Investments Income 341,933 309,357 214,500 218,790 223,165 227,6 101-000-665,100 UNREALIZED MARKETAD JUSTMENTS 44,413 50,340 101-000-669,014 Land Lease 27,789 33,273 34,272 34,957 36,359 37,4 101-000-670,005 City Owned Equipment Rental 71,387 169,387 168,000 171,360 174,787 178,2 INTEREST AND RENTS 485,522 562,357 416,772 425,107 434,311 443,3									
INTEREST AND RENTS 101-000-665,001		8,241		***************************************					
101-000-665.001 Investments Income 341,933 309,357 214,500 218,790 223,165 227,6 101-000-665,100 UNREALIZED MARKETADJUSTMENTS 44,413 50,340 101-000-669.014 Land Lease 27,789 33,273 34,272 34,957 36,359 37,4 101-000-670.005 City Owned Equipment Rental 71,387 169,387 168,000 171,360 174,787 178,2 INTEREST AND RENTS 485,522 562,357 416,772 425,107 434,311 443,3	41 8,323	8,241	8,160	8,080	8,000	8,000	6,667	EITS	FINES AND FORFE
101-000-665.100 UNREALIZED MARKETADJUSTMENTS 44,413 50,340 101-000-669.014 Land Lease 27,789 33,273 34,272 34,957 36,359 37,4 101-000-670.005 City Owned Equipment Rental 71,387 169,387 168,000 171,360 174,787 178,2 INTEREST AND RENTS 485,522 562,357 416,772 425,107 434,311 443,3								s	
101-000-669.014 Land Lease 27,789 33,273 34,272 34,957 36,359 37,4 101-000-670.005 City Owned Equipment Rental 71,387 169,387 168,000 171,360 174,787 178,2 INTEREST AND RENTS 485,522 562,357 416,772 425,107 434,311 443,3	28 232,180	227,628	223,165	218,790	214,500		341,933	**	
101-000-670.005 City Owned Equipment Rental 71,387 169,387 168,000 171,360 174,787 178,2 INTEREST AND RENTS 485,522 562,357 416,772 425,107 434,311 443,3									
INTEREST AND RENTS 485,522 562,357 416,772 425,107 434,311 443,3		37,450	,	•	•	· ·	•		
		178,282					*************************************	• • •	
Totals for dept 000 - 30,369,350 35,833,039 36,877,660 37,833,347 38,816,349 39,664,5	60 452,226	443,360	434,311	425,107	416,772	562,357	485,522	ENTS	INTEREST AND RE
	29 40,279,169	39,664,529	38,816,349	37,833,347	36,877,660	35,833,039	30,369,350	-	Totals for dept 000
Total - Function Unclassified 30,369,350 35,833,039 36,877,660 37,833,347 38,816,349 39,664,5	29 40,279,169	39,664,529	38,816,349	37,833,347	36,877,660	35,833,039	30,369,350	assified	Total - Function Uncla
1019000055.210 1 POWSFER IN PROMITONIE 270	•	22,946 245,863	•	,	•	· ·	16,679	To / From Other Funds FERS IN TRANSFER IN FROM FUND 276	Dept 966 - Transfers T OPERATING TRANSF 101-966-699.276
	***************************************	268,809	*******************************	·····	***************************************		16 670		
0/ EACHING TAXAGE EASTIN 10,075 240,355 250,000 253,000 253,000 250,500 250,500	03 270,075	200,003	200,900	255,560	290,000	240,333	10,075	101 EAS IIV	OF ERATING TRAIN
Totals for dept 966 - Transfers To / From Other Funds 16,679 246,395 296,000 253,380 260,980 268,6	09 276,873	268,809	260,980	253,380	296,000	246,395	16,679	6 - Transfers To / From Other Funds	Totals for dept 966
Total - Function TRANSFERS (OUT) AND OTHER SOURCES 16,679 246,395 296,000 253,380 260,980 268,8	276,873	268,809	260,980	253,380	296,000	246,395	16,679	NSFERS (OUT) AND OTHER SOURCES	Total - Function TRA
TOTAL ESTIMATED REVENUES 30,386,029 36,079,434 37,173,660 38,086,727 39,077,329 39,933,3	338 40,556,042	39,933,338	39,077,329	38,086,727	37,173,660	36,079,434	30,386,029	EVENUES	TOTAL ESTIMATED RE
APPROPRIATIONS Function: GENERAL GOVERNMENT Dept 101 - City Council PERSONNEL SERVICES 96,250 115,500 209,101 215,374 65,000 221,835 228,101-101-702,000 Salaries & Wages	190 235,344	228,490	221,835	215,374 65,000	209,101	115,500	96,250	cil ES	Function: GENERAL GO Dept 101 - City Counci PERSONNEL SERVICE:
101-101-704.000 Supervisory Wages 75,385 89,230 \$95.000				\$95,000		89 230	75 385	Supervisory Wages	101-101-704.000
101 101 104 1050 Capernooy (1490)	178 18,002	17,478	16,969	• •	15,996				
		7,303	•		·			•	
7		1,292			•	•		·· ·	
		6,883			•				
		681	· ·	- · · · · · · · · · · · · · · · · · · ·					101-101-719.000
·	114 117	114	111					·	101-101-719.001
2018-19 2018-19 2019-20 2019-220 2021-22 202	2-23 2023-24	2022-23	2021-22	2019-220	2019-20	2018-19	2018-19		

L NUMBER	DESCRIPTION	ACTIVITY THRU 06/30/19	PROJECTED ACTIVITY	MAYOR REC. BUDGET	Council Rec	MAYOR REC. BUDGET	MAYOR REC. BUDGET	MAYOR REC. BUDGET
PERSONNEL SERVIC		191,972	229,159	239.996	Budget 247,193	254.606	262,241	270,105
PERSONNEL SERVIC	525	191,972	229,139	205,550	247,193	234,000	202,241	270,103
SUPPLIES								
101-101-727.000	Office Supplies	1,265	2,636	3,000	3,060 5,000	3,121	3,183	3,246
101-101-728.000	Postage	8	19	6,000	6,120 31,000	6,242	6,366	6,493
101-101-730.000	Publications & Maps			4,000	4,080 1,000	4,161	4,244	4,328
101-101-731.003	COMPUTER EQUIPMENT	27	1,500	1,500	1,530	1,560	1,591	1,622
SUPPLIES		1,300	4,205	14,500	14,790	15,084	15,384	15,689
OTHER SERVICES AND	D CHARGES							
101-101-804-000	Legal Services	4,304	5,739	10,000	10,300 30,000	10,609	10,927	11,254
101-101-804-018	Legal Services-Giarmarco Mullins	27,133	29,993	33,340	34,340 25,000	35,370	36,431	37,523
101-101-805.001	Audit Compliance Fee	47,000	47,000	53,200	53,800	54,400	54,944	55,493
01-101-807.000	Services - Membership Dues	17,291	17,636	17,750	18,282	18,830	19,394	19,975
101-101-808.101	DISTRICT PROJECTS	20,085	181,475	50,000	93,460 98,000	96,263	99,150	102,124
101-101-818.000	Other Professional Services	3,297	2,723	100,000	103,000 50,000	106,090	109,272	112,550
101-101-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	1,242	1,484	615	633	651	670	690
101-101-852.010	SERVICES - CABLE TV/INTERNET	4,456	4,948	5,849	6,024	6,204	6,390	6,581
101-101-861.000	Travel Expenses	709	•					
01-101-901.000	Printing and Bindery Service	96	128	1,200	1,236	1,273	1,311	1,350
101-101-914.000	Insurance Property Coverage	41,572	49,886	44,144	45,468	46,832	48,237	49,684
01-101-931.001	Services - Building Maintenance		2,500	2,500	2,575	2,652	2,731	2,812
101-101-942.000	Services - Equipment Rentl Non-City	34	100	120	123	126	129	132
101-101-942-002	COPIER SUPPLES	110	200	200	206	212	218	224
101-101-957.002	Training Expense	985	2,000	2,000	2,060	2,121	2,184	2,249
101-101-959.000	Miscellaneous Expenses	5,862	2,976	15,000	15,450 20,000	15,913	16,390	16,381
OTHER SERVICES	AND CHARGES	174,176	348,788	335,918	386,957	397,546	408,378	419,522
Totals for dept 101 -	- City Council	367,448	582,152	590,414	648,940	667,236	686,003	705,316
Dept 171 - Mayor								
PERSONNEL SERVICES								
101-171-702.000	Salaries & Wages	269,173	323,794	401,990	414,049	426,470	439,264	452,441
101-171-702.000	CELL PHONE STIPEND	550	850	600	618	636	655	674
101-171-715.000	F.I.C.A City Contribution	21,394	25,673	31,784	32,737	33,719	34,730	35,77
101-171-716.000	MEDICAL INSURANCE	8.497	9,830	38,898	40,064	41,265	42,502	43,777
101-171-717.000	Life Insurance	1.030	1,956	5,083	5.235	5,392	5,553	5,719
101-171-718.500	MERS EMPLOYER CONTRIBUTIONS	4.220	5,031	15,162	15,616	16,084	16,566	17,062
101-171-719.000	Workers Compensation Insurance	815	981	1,275	1,313	1,352	1,392	1,43
101-171-719.001	Dental Insurance	1,374	1,869	1,434	1,477	1,521	1,566	1,612
101-171-721.010	Health Care Waiver	10,407	12,670	12,886	13,272	13,670	14,080	14,502
101-171-819.000	Contractual Temp/PT Labor	46,970	80,267	70,000	72,100	74,263	76,490	78,784
PERSONNEL SERVI	· · · · · · · · · · · · · · · · · · ·	364,430	462,921	579,112	596,481	614,372	632,798	651,775

Legislative Fiscal Analyst

FLSA: Administrative exemption

Summary: The Legislative Fiscal Analyst will actively participate in functions related to building financial statements, analyzing complex financial data, preparing advanced models and financial forecasts. The selected candidate will have the opportunity to showcase their experience and skills to support the goals of the City Council, while actively participating in new initiatives to further enhance the accuracy and integrity of the City's financial data. Performs complex work related to accounting, financial reporting, and advanced analysis of the city's finances. Work involves the application of financial analysis with an emphasis on budgetary issues, contracts, agreements and personnel studies. May be required to perform intermediate accounting work involving, preparation of financial statements and general ledger accounting duties. Review, analyze, evaluate financial data; prepares reports and responds to inquiries; and recommends and approves actions to resolve financial issues.

Supervision

Supervision Received: Works under general supervision of the City Council or City Council designee. May work independently with responsibility for an assigned function or program.

Supervision Given: No supervisory responsibilities.

Job Environment

- The environment in City Hall is one of a typical business office environment, with electro-mechanical computer- and telecommunications-related equipment; exposure to noise from shredders, printers, copiers, telephones, and other computer-related equipment.
- Operates PC-based computer system and other office equipment.
- Has regular, daily contact with personnel and offices throughout the City Hall in answering questions and solving problems.
- Has access to public information files in the computer systems.
- Errors could result in the damage to or loss of information resulting in legal consequences to the City.

Essential Functions

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment of the position:

- Develops, interprets and implements financial concepts for financial planning and control.
- Assists the City Council in the budget process and puts together required tables and charts.
- Reviews revenues/expenditures and assists the City Council to ensure that budgetary goals are met,
- Performs technical analysis to determine present and future financial performance.
- Gathers, analyzes, prepares and summarizes recommendations for financial plans, trended future requirements and operating forecasts.
- Performs economic research and studies in the areas of rates of return, depreciations, working capital requirements, investment opportunities, investment performance and impact of governmental requirements.
- Carries out assignments that are typically straightforward financial in nature.
- May collaborate with the Legislative Counsel and other staff on projects.
- Prepares analysis and suggests amendments to the budget.
- Collect and analyzes multiple statistical factors.

Selects from multiple procedures and methods to accomplish assigned tasks and applies organizational policies to the financial approvals.

Assistance/Leadership Provided

Occasionally provides assistance, guidance, and/or training to peers and/or less experienced staff serves as a technical resource or mentor to other employees. May lead or instruct peers and/or less experienced workers in high level or technical jobs.

Recommended Minimal Qualifications

Education, Training, and Experience: Bachelor's degree in finance, accounting or related field and three years' of specific governmental accounting professional experience. CPA license preferred.

Knowledge, Ability, and Skill:

- Extensive knowledge of concepts and processes in finance area.
- Strong understanding of relationship of professional discipline with other organizations and functions.
- Skill in use of Microsoft Office, accounting software, databases.
- Skill in interpersonal communications and in presenting information.
- Ability to apply professional knowledge to carry out assignments with limited supervision.
- Ability to process numbers quickly and accurately. Ability to spot inconsistencies and either troubleshoot issues as they arise or escalate to higher level.
- · Ability to train others.
- Ability to build effective relationships within the organization.
- Ability to interpret and apply regulations, procedures and related information.
- Critical thinking ability.
- Familiarity with GAAP principals and (Federal Aviation Administration) FAA PFC Program.
- Proficient in BS&A or other governmental financial applications.
- Attend Council Meetings when required

Essential Capabilities and Work Environment

- Regular, reliable, and punctual attendance at work.
- Frequent use of personal computer, copiers, printers and telephones.
- Frequently works under deadlines, as a team member, and in direct contact with others.

Physical Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Minimal physical effort required to perform work under typical office conditions. While performing the duties of this job, the employee is regularly required to sit and stand; must regularly lift and or move items up to ten pounds, frequently lift items up to 25 pounds, and occasionally lift or move items up to 50 pounds; be able to clearly hear constituents when speaking in person or on the telephone. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Monique Sharpe

From:

Sarah Lindsay

Sent:

Friday, June 14, 2019 10:28 AM

To:

Monique Sharpe

Subject:

NLC Membership

Attachments:

FY 2019 Dues Adjustment Chart DRAFT (002).docx; Membership Overview.pdf;

MemberApp_FY19_Fillable.pdf

This email originated from

of City of Pontiac.

unless you recognize the sender and are expecting the message.

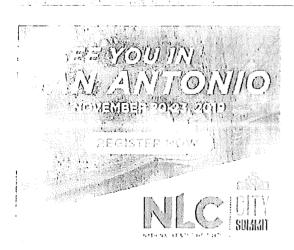
Ms. Sharpe -

Thank you for reaching out about Pontiac's interest in rejoining NLC. Pontiac's annual member dues are \$4,601.01. I have attached a chart of the current dues and next year's dues that will be effective Oct. 1. I have also attached a brief overview of some of the benefits of membership with NLC as well as the membership application. Please let me know if you have any questions.

Have a nice weekend! Sarah

Sarah Lindsay

Midwest Program Manager Member Services and Engagement National League of Cities 202-626-3067



BUDGET REPORT FOR CITY OF PONTIAC Calculations as of 06/30/2019

		2018-19	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	PROJECTED	MAYOR REC.	MAYOR REC.	MAYOR REC.	MAYOR REC.	MAYOR REC.
GL NUMBER	DESCRIPTION	THRU 06/30/19	ACTIVITY	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
101-253-728.001	Postage - Large Mailing	13,904	16,904	16,000	16,320	16,646	16,978	17,317
101-253-729.001	Printed Forms	7,701	10,268	8,500	8,670	8,843	9,019	9,199
101-253-731.003	COMPUTER EQUIPMENT			3,000	3,060	3,121	3,183	3,246
SUPPLIES	•	23,762	28,234	30,000	30,600	31,210	31,831	32,465
OTHER SERVICES AN	D CHARGES							
101-253-807.000	Services - Membership Dues			300	309	318	327	336
101-253-812,000	Services - Armored Car Services	8,216	9,833	11.000	11,330	11.669	12,019	12,379
101-253-818.000	Other Professional Services	3,2.2	0,000	500	515	530	545	561
101-253-818.008	Bank Service Charges	4,372	4,516	5,000	5,150	5,304	5,463	5,626
101-253-818.080	PROF. SERV - BS&A	7,711	7,711	7.840	7,980	8,120	8,260	8.400
101-253-820.008	Services - Security Alarm Systems	2.235	2,605	3,000	3,090	3,182	3,277	3,375
101-253-851,000	SERVICES - COMMUNICATIONS-TELEPHONE	718	851	423	435	448	461	474
101-253-852.010	SERVICES - CABLE TV/INTERNET	715	847	1,097	1,129	1,162	1,196	1,231
101-253-914.000	Insurance Property Coverage	18,188	21,825	15,178	15,633	16,102	16,585	17,083
101-253-942.000	Services - Equipment Rentl Non-City	82	109	200	206	212	218	224
101-253-942.002	COPIER SUPPLES	139	185	300	309	318	327	336
101-253-957.002	Training Expense	100	100	4,400	4,532	4,667	4,807	4,951
101-253-959.000	Miscellaneous Expenses			100	103	106	109	112
OTHER SERVICES	· ·	42,376	48,482	49,338	50.721	52,138	53,594	55,088
		12,010	10,102	40,000	30,721	02,100	35,554	00,000
Totals for dept 25	3 - Treasurer	205,912	258,248	342,919	352,805	362,974	373,435	384,200
Dept 255 - MEDICAL MA	ARIHUANA APPLICATIONS ND CHARGES							
101-255-804.000	Legal Services Fig. 10 - Application Fig. 1	c Copy Clerk		10,500 F. 355 (re 195,500 36,500	10,815 oll over from	FY (5) ^{11,139}	11,473	11,817
OTHER SERVICES	SAND CHARGES - Henry Officer		***************************************	146,395	10,815	11,139	11,473	11,817
Totals for dept 255	- MEDICAL MARIHUANA APPLICATIONS	***************************************	***************************************		10,815	11,139	11,473	11,817
Dept 257 - Assessor								
PERSONNEL SERVICES								
101-257-819.000	Contractual Temp/PT Labor	1,800	1,800	3,000	3,090	3,182	3,277	3,375
PERSONNEL SERV	/ICES	1.800	1,800	3,000	3,090	3.182	3,277	3,375
		,	.,	-,			-,	
SUPPLIES	_							
101-257-728.000	Postage		11,000	11,000	11,220	11,444	11,672	11,905
SUPPLIES			11,000	11,000	11,220	11,444	11,672	11,905
OTHER SERVICES A	ND CHARGES							
101-257-818-015	Assessor Svce- Oakland Cnty		409,000	413,270	417,000	421,000	433,908	433,908
101-257-957.002	Training Expense	60	60	75	77	79	81	83
101-257-957.003	Employee Meals - Commission Food		•	500	515	530	545	561
OTHER SERVICES	• •	60	409,060	413,845	417,592	421,609	434,534	434,552
			•	*	•	•	*	

Elections Proposed Changes

Salaries & Wages increased by \$5,000 (Cover the cost of part-time election help)

Overtime Wages decreased by \$23,161 (No overtime wages will be paid the Asst. City Clerk is a salary position)

Postage was increased by \$10,840 to cover the cost the Citizens Voter Information Guide

05/15/2019

BUDGET REPORT FOR CITY OF PONTIAC Calculations as of 06/30/2019

		2018-19	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	PROJECTED	MAYOR REC.	MAYOR REC.	MAYOR REC.	MAYOR REC.	MAYOR REC.
GLNUMBER	DESCRIPTION	THRU 06/30/19	ACTIVITY	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
SUPPLIES	Office Supplies	16,898	21,041	17,000	17,340	17,686	18,039	18,399
101-171-727.000	.,			·	,	•		
101-171-728.000	Postage	2,700	1,425	1,300	1,326	1,352	1,379	1,406
101-171-730.000	Publications & Maps	319	319	340	346	352	359	366
101-171-731.001	COMPUTER SUPPLIES	3,179	3,179	3,180	3,243	3,307	3,373	3,440
101-171-731.003	COMPUTER EQUIPMENT	2,644	2,644	2,645	2,697	2,750	2,805	2,861
101-171-740,000	Operating Supplies	236	239	1,500	1,530	1,560	1,591	1,622
SUPPLIES		25,976	28,847	25,965	26,482	27,007	27,546	28,094
OTHER SERVICES AND	CHARGES							
101-171-807.000	Services - Membership Dues	9,533	9,533	16,540	17,036	17,547	18,073	18,615
101-171-808.171	MAYOR PROJECTS			30,000	30,900	31,827	32,781	33,764
101-171-818.000	Other Professional Services	11,538	44,431	30,000	30,900	31,827	32,782	33,765
101-171-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	4,000	4,839	1,237	1,274	1,312	1,351	1,391
101-171-852.010	SERVICES - CABLE TV/INTERNET	2,283	2,503	4,021	4,141	4,265	4,392	4,523
101-171-861.000	Travel Expenses	4,062	3,000	3,000	3,090	3,182	3,277	3,375
101-171-901.000	Printing and Bindery Service	11,246	11,863	10,000	10,300	10,609	10,927	11,254
101-171-914.000	Insurance Property Coverage	20,786	24,943	20,238	20,845	21,470	22,115	22,778
101-171-942.000	Services - Equipment Rentl Non-City	198	200	200	206	212	218	224
101-171-942,002	COPIER SUPPLES	676	901	750	772	795	818	842
101-171-957.002	Training Expense	4,990	5,000	5.000	5,150	5,304	5,463	5,626
101-171-957.003	Employee Meals - Commission Food	248	300	1,500	1,545	1,591	1,638	1,687
OTHER SERVICES	AND CHARGES	69,580	107,513	122,486	126,159	129,941	133,835	137,844
Totals for dept 171	- Mayor	459,986	599,281	727,563	749,122	771,320	794,179	817,713
Dept 191 - Elections								
PERSONNEL SERVICES								
101-191-702.000	Salaries & Wages	51,947	60,267	60, 2 52	56,909	58,616	60,374	62,185
101-191-702.004	Overtime Wages	21,988	21,988	0	23,876	24,592	25,329	26,088
101-191-702.020	SALARIES & WAGES (NON FICA)	50,580	45,578	31,475	32,419	33,391	34,392	35,423
101-191-702.100	MAINTENANCE WAGES	1,008	858	1,596	1,643	1,692	1,742	1,794
101-191-702.104	MAINTENANCE - OVERTIME	2,321	2,321	3,198	3,293	3,391	3,492	3,596
101-191-705.002	Temporary/Part-time Clerical/Tech	325	325					
101-191-715.000	F.I.C.A City Contribution	6,596	7,144	6,881	7,087	7,299	7,517	7,742
101-191-716.000	MEDICAL INSURANCE	296	2 87	18,393	18,944	19,512	20,097	20,699
101-191-717.000	Life Insurance	69	76	730	751	773	796	819
101-191-718.500	MERS EMPLOYER CONTRIBUTIONS	990	1,013	3.897	4,013	4,133	4,256	4,383
101-191-719.000	Workers Compensation Insurance	472	490	2,173	2,238	2,305	2,374	2,445
101-191-719.001	Dental Insurance	150	150	416	428	440	453	466
101-191-721.010	Health Care Waiver	3,854	4,976	7,293	7,511	7,736	7,968	8,207
PERSONNEL SERVICE		140,596	145,473	136,304	159,112	163,880	168,790	173,847

SUPPLIES

BUDGET REPORT FOR CITY OF PONTIAC Calculations as of 06/30/2019

MATOR REC. MAYOR REC. MAY			2018-19	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
101-191727.000				PROJECTED	MAYOR REC.	MAYOR REC.	MAYOR REC.	MAYOR REC.	MAYOR REC.
101-1517-220.00 Pottage 4.544 8.687 15.940 6.120 6.242 5.356 6.483 101-1517-220.00 Printed Forms 2.890 4.794 4.906 6.203 5.103 5.205 5.398 5.489 101-1517-42.000 Operating Supplies 6.300 6.300 6.380 5.150 5.253 5.388 5.465 5.574 5.254		DESCRIPTION	THRU 06/30/19	ACTIVITY	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
10-13-17-22-0.01 Primed Forms		Office Supplies	403	43	2,650	2,703	2,757	2,812	2,868
10-11-91-74-0.00 Operating Supplies		_	4,544	8,697	16,840	6,120	6,242	6,366	6,493
SUPPLIES 14.007 19.874 29.545 19.079 19.460 19.466 20.244			•	4,754	4,905	5,003	5,103	5,205	5,309
OTHER SERVICES AND CHARGES 101-191-981-090.00 SerVICES-COMMUNICATIONS-TELEPHONE 7, 6 860 38 39 40 40 41 42 201-191-982-010 SERVICES-COMMUNICATIONS-TELEPHONE 7, 6 860 38 39 34 40 41 42 42 101-191-982-010 SERVICES-CABLE TVINTERNET 349 413 366 376 337 386 409 101-191-982-010 Trave Exprenses 153 193 194 193 1960 1991 1,123 1,156 101-191-982-010 Trave Exprenses 153 193 194 194 195 195 195 195 195 195 195 195 195 195		Operating Supplies	***************************************						******
101-191-809.000	SUPPLIES		14,207	19,874	29,545	19,079	19,460	19,848	20,244
101-191-851.000 SERVICES - COMMUNICATIONS-TELEPHONE 716 880 38 39 30 41 42	OTHER SERVICES AN	D CHARGES							
101-191-832 D10 SERVICES - CABLE TVINTERNET 349 413 368 376 387 398 409 400	101-191-809.000	Services-Elections	17,607	16,000	18,630	19,188	19,763	20,355	20,965
101-191-852-010 SERVICES - CABLE TVINTERNET 349 413 368 376 387 388 409 101-191-861000 Trave Expenses 153 153 138 1090 1,090 1,090 1,090 1,123 1,156 101-191-962.005 Public Notices 1,788 1,788 5,150 5,304 5,463 5,626 5,794 101-191-982.000 Services - Maintenance-All Other Eq 2,885 2,884 2,870 3,099 3,150 3,244 101-191-942.000 Services - Equipment Rentl Non-City 1,265 1,285 824 848 873 899 925 101-191-957.002 Employee Meals - Commission Food 597 5,91 824 848 873 899 925 101-191-957.002 Employee Meals - Commission Food 597 5,91 824 848 873 899 925 748	101-191-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	716	860	38	39	40	41	42
101-191-861-0.00 Tavel Expenses 153 153 153 1.030 1.060 1.091 1.123 1.156 1.191-910.05 Public Notices 1.788 1.788 1.788 5.150 5.304 5.463 5.628 5.794 101-191-932.010 Services - Maintenance-All Other Eq 2.884 2.970 3.038 3.150 3.244 101-191-932.010 Services - Equipment Renti Non-City 1.285 1.285 8.24 8.48 8.73 8.99 925 101-191-957.002 Training Expense 1.677 1.577 5.150 5.304 5.463 5.626 5.794 101-191-957.003 Employee Meals - Commission Food 597 991 8.24 8.48 8.73 8.99 925 7.704 101-191-957.003 Employee Meals - Commission Food 597 991 8.24 8.48 8.73 8.99 925 7.704 101-191-957.003 Employee Meals - Commission Food 597 991 8.24 8.48 8.73 8.99 925 7.704 7.704 7.704 7.705 7.704	101-191-852.010	SERVICES - CABLE TV/INTERNET	349	413			387		
101-191-902.005 Public Notices 1,788 1,788 1,150 5,304 5,463 5,626 5,794	101-191-861.000	Travel Expenses	153	153					
101-191-932_010 Services - Maintenance-All Other Eq 1,285 2,884 2,970 3,059 3,150 3,244	101-191-902.005	•			·	•	·		•
101-191-942_000 Services - Equipment Rentl Non-City 1_285 1_28	101-191-932.010	Services - Maintenance-All Other Eq	1,7-2-2	.,		-,	·		•
101-191-957.002	101-191-942.000	•	1.265	1.265	*	•	,		· ·
101-191-957,003 Employee Meals - Commission Food 957 591 824 848 773 899 925 OTHER SERVICES AND CHARGES 24,152 22,747 34,896 35,957 37,012 38,117 39,254 27,155 318,094 200,745 214,128 220,352 226,755 233,345 25,155 200,15	101-191-957.002								
OTHER SERVICES AND CHARGES 24.152 22.747 34.896 35.937 37.012 38.117 39.254	101-191-957.003	9 1 1	·	•			·	*	• •
Dept 201 - Accounting	OTHER SERVICES		24,152	22,747	34,896			***************************************	
OTHER SERVICES AND CHARGES 101-201-818.000 Cther Professional Services 257.400 280,800 289,200 297,600 297,600 297,600 306,500 101-201-818.000 SERVICES - COMMUNICATIONS-TELEPHONE 385 460 154 158 162 166 170 101-201-852.010 SERVICES - CABLE TV/INTERNET 419 496 1,097 1,129 1,162 1,196 1,231 OTHER SERVICES AND CHARGES 258,204 281,756 290,451 298,887 298,924 298,962 307,901 201,001	Totals for dept 191	- Elections	178,955	188,094	200,745	214,128	220,352	226,755	233,345
101-201-852.010 SERVICES - CABLE TVINTERNET 419 496 1,097 1,129 1,162 1,196 1,231 OTHER SERVICES AND CHARGES 258,204 281,756 290,451 298,887 298,924 298,962 307,901 Totals for dept 201 - Accounting 258,204 281,756 290,451 298,887 298,924 298,962 307,901 Dept 202 - Income Tax Administration PERSONNEL SERVICES 101-202-702.000 Salaries & Wages 54,120 64,200 113,141 116,535 120,031 123,631 127,339 101-202-715.000 F.I.C.A City Contribution 4,509 5,426 9,083 9,355 9,635 9,924 10,221 101-202-716.000 MEDICAL INSURANCE 18,232 18,776 19,341 19,921 20,518 101-202-717.000 Life Insurance 247 469 1,396 1,437 1,480 1,524 1,559 101-202-719.000 Workers Compensation Insurance 218 304 450 463 476 490 504 101-202-719.000 Workers Compensation Insurance 394 515 652 671 691 711 732 101-202-710.101 Health Care Waiver 5,293 6,874 5,593 5,760 5,932 6,109 6,229 PERSONNEL SERVICES 84,781 77,788 151,697 156,243 160,927 165,751 170,719 SUPPLIES 101-202-772.000 Office Supplies 39 52 750 765 780 795 810 101-202-772.000 Office Supplies 39 52 750 765 780 795 810 101-202-772.000 Office Supplies 39 52 750 765 780 795 810 101-202-772.000 Office Supplies 39 52 750 765 780 795 810 101-202-772.000 Office Supplies 39 52 750 765 780 795 795 810 101-202-772.000 Office Supplies 39 52 750 765 780 795 795 810 101-202-772.000 Office Supplies 39 52 750 765 780 795 795 810 101-202-772.000 Office Supplies 39 52 750 765 780 795 795 810 101-202-772.000 Office Supplies 39 52 750 765 780 795 795 810 101-202-772.000 Office Supplies 39 52 750 765 780 795 795 810 101-202-772.000 Office Supplies 39 52 750 765 760 765 780 79	OTHER SERVICES AND 101-201-818.000	CHARGES Other Professional Services			•	•		•	·
OTHER SERVICES AND CHARGES 258,204 281,756 290,451 298,887 298,924 298,962 307,901 Totals for dept 201 - Accounting 258,204 281,756 290,451 298,887 298,924 298,962 307,901 Dept 202 - Income Tax Administration PERSONNEL SERVICES 101-202-702.000 Salaries & Wages 54,120 64,200 113,141 116,535 120,031 123,631 127,339 101-202-715.000 F.I.C.A City Contribution 4,509 5,426 9,083 9,355 9,635 9,924 10,221 101-202-716.000 MEDICAL INSURANCE 18,232 18,776 19,341 19,921 20,518 101-202-716.000 MERS EMPLOYER CONTRIBUTIONS 3,150 3,244 3,341 3,441 3,544 101-202-719,000 Workers Compensation Insurance 218 304 450 463 476 490 504 101-202-7710.00 Dental Insurance 394 515 652 671 691 711 732 PERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719 SUPPLIES 101-202-727,000 Office Supplies 39 52 750 765 780 795 810									
Totals for dept 201 - Accounting 258,204 281,756 290,451 298,887 298,924 298,962 307,901 Dept 202 - Income Tax Administration PERSONNEL SERVICES 101-202-702,000 Salaries & Wages 54,120 64,200 113,141 116,535 120,031 123,631 127,339 101-202-715,000 F.I.C.A City Contribution 4,509 5,426 9,083 9,355 9,635 9,924 10,221 101-202-716,000 MEDICAL INSURANCE 18,232 18,778 19,341 19,921 20,518 101-202-717,000 Life Insurance 247 469 1,396 1,437 1,480 1,524 1,569 101-202-718,500 MERS EMPLOYER CONTRIBUTIONS 3,150 3,244 3,341 3,441 3,544 101-202-719,000 Workers Compensation Insurance 218 304 450 463 476 490 504 101-202-719,001 Dental Insurance 394 515 652 671 691 711 732 101-202-719,001 Health Care Waiver 5,293 6,874 5,593 5,760 5,932 6,109 6,292 PERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719 SUPPLIES 101-202-727,000 Office Supplies 39 52 750 765 780 780 795 810					·····		·····	*******************************	
Dept 202 - Income Tax Administration PERSONNEL SERVICES 101-202-702.000 Salaries & Wages 54,120 64,200 113,141 116,535 120,031 123,631 127,339 101-202-715.000 F.I.C.A City Centribution 4,509 5,426 9,083 9,355 9,635 9,924 10,221 101-202-716.000 MEDICAL INSURANCE 18,232 18,778 19,341 19,921 20,518 101-202-717.000 Life Insurance 247 469 1,396 1,437 1,480 1,524 1,569 101-202-719.500 MERS EMPLOYER CONTRIBUTIONS 3,150 3,244 3,341 3,441 3,544 101-202-719.000 Workers Compensation Insurance 218 304 450 463 476 490 504 101-202-719.001 Dental Insurance 3,344 515 652 671 691 711 732 101-202-721.010 Health Care Waiver 5,293 6,874 5,593 5,760 5,932 6,109 6,292 ERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719 101-202-727.000 Office Supplies 39 52 750 765 780 795 810	OTHER SERVICES	S AND CHARGES	258,204	281,756	290,451	298,887	298,924	298,962	307,901
PERSONNEL SERVICES 101-202-702.000 Salaries & Wages 54,120 64,200 113,141 116,535 120,031 123,631 127,339 101-202-715.000 F.I.C.A City Contribution 4,509 5,426 9,083 9,355 9,635 9,924 10,221 101-202-716.000 MEDICAL INSURANCE 18,232 18,778 19,341 19,921 20,518 101-202-717.000 Life Insurance 247 469 1,396 1,437 1,480 1,524 1,569 101-202-718.500 MERS EMPLOYER CONTRIBUTIONS 3,150 3,244 3,341 3,441 3,544 101-202-719.000 Workers Compensation insurance 218 304 450 463 476 490 504 101-202-719.001 Dental Insurance 394 515 652 671 691 711 732 101-202-721.010 Health Care Waiver 5,293 6,874 5,593 5,760 5,932 6,109 6,292 PERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719 SUPPLIES 101-202-727.000 Office Supplies 39 52 750 765 780 795 810	Totals for dept 201	- Accounting	258,204	281,756	290,451	298,887	298,924	298,962	307,901
101-202-702.000 Salaries & Wages 54,120 64,200 113,141 116,535 120,031 123,631 127,339 101-202-715.000 F.I.C.A City Contribution 4,509 5,426 9,083 9,355 9,635 9,924 10,221 101-202-716.000 MEDICAL INSURANCE 18,232 18,778 19,341 19,921 20,518 101-202-717.000 Life Insurance 247 469 1,396 1,437 1,480 1,524 1,569 101-202-718.500 MERS EMPLOYER CONTRIBUTIONS 3,150 3,244 3,341 3,441 3,544 101-202-719.000 Workers Compensation Insurance 218 304 450 463 476 490 504 101-202-719.001 Dental Insurance 394 515 652 671 691 711 732 101-202-721.010 Health Care Waiver 5,293 6,874 5,593 5,760 5,932 6,109 6,292 PERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719		•							
101-202-715.000 F.I.C.A City Contribution 4,509 5,426 9,083 9,355 9,635 9,924 10,221 101-202-716.000 MEDICAL INSURANCE 18,232 18,778 19,341 19,921 20,518 101-202-717.000 Life Insurance 247 469 1,396 1,437 1,480 1,524 1,569 101-202-718.500 MERS EMPLOYER CONTRIBUTIONS 3,150 3,244 3,341 3,441 3,544 101-202-719.000 Workers Compensation Insurance 218 304 450 463 476 490 504 101-202-719.001 Dental Insurance 394 515 652 671 691 711 732 101-202-721.010 Health Care Waiver 5,293 6,874 5,593 5,760 5,932 6,109 6,292 PERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719 SUPPLIES 101-202-727.000 Office Supplies 39 52 750 765 780 795 810									
101-202-716.000 MEDICAL INSURANCE 18,232 18,778 19,341 19,921 20,518 101-202-717.000 Life Insurance 247 469 1,396 1,437 1,480 1,524 1,569 101-202-718.500 MERS EMPLOYER CONTRIBUTIONS 3,150 3,244 3,341 3,441 3,544 101-202-719.000 Workers Compensation Insurance 218 304 450 463 476 490 504 101-202-719.001 Dental Insurance 394 515 652 671 691 711 732 101-202-721.010 Health Care Waiver 5,293 6,874 5,593 5,760 5,932 6,109 6,292 PERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719 SUPPLIES 101-202-727.000 Office Supplies 39 52 750 765 780 795 810	-	<u> </u>	- •	•		•	-	•	•
101-202-717.000 Life Insurance 247 469 1,396 1,437 1,480 1,524 1,569 101-202-718.500 MERS EMPLOYER CONTRIBUTIONS 3,150 3,244 3,341 3,441 3,544 101-202-719.000 Workers Compensation Insurance 218 304 450 463 476 490 504 101-202-719.001 Dental Insurance 394 515 652 671 691 711 732 101-202-721.010 Health Care Waiver 5,293 6,874 5,593 5,760 5,932 6,109 6,292 PERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719 SUPPLIES 101-202-727.000 Office Supplies 39 52 750 765 780 795 810		•	4,509	5,426	·	• •		•	*
101-202-718.500 MERS EMPLOYER CONTRIBUTIONS 3,150 3,244 3,341 3,441 3,544 101-202-719.000 Workers Compensation Insurance 218 304 450 463 476 490 504 101-202-719.001 Dental Insurance 394 515 652 671 691 711 732 101-202-721.010 Health Care Waiver 5,293 6,874 5,593 5,760 5,932 6,109 6,292 PERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719 SUPPLIES 101-202-727.000 Office Supplies 39 52 750 765 780 795 810					•	·			
101-202-719.000 Workers Compensation Insurance 218 304 450 463 476 490 504 101-202-719.001 Dental Insurance 394 515 652 671 691 711 732 101-202-721.010 Health Care Waiver 5,293 6,874 5,593 5,760 5,932 6,109 6,292 PERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719 SUPPLIES 101-202-727,000 Office Supplies 39 52 750 765 780 795 810			247	469	•		•	•	•
101-202-719.001 Dental Insurance 394 515 652 671 691 711 732 101-202-721.010 Health Care Waiver 5,293 6,874 5,593 5,760 5,932 6,109 6,292 PERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719 SUPPLIES 101-202-727.000 Office Supplies 39 52 750 765 780 795 810									•
101-202-721.010 Health Care Waiver 5,293 6,874 5,593 5,760 5,932 6,109 6,292 PERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719 SUPPLIES 101-202-727,000 Office Supplies 39 52 750 765 780 795 810	101-202-719.000	Workers Compensation Insurance	218		450	463	476	490	504
PERSONNEL SERVICES 64,781 77,788 151,697 156,243 160,927 165,751 170,719 SUPPLIES 101-202-727.000 Office Supplies 39 52 750 765 780 795 810									
SUPPLIES 101-202-727,000 Office Supplies 39 52 750 765 780 795 810							.,.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
101-202-727.000 Office Supplies 39 52 750 765 780 795 810	PERSONNEL SERVI	ICES	64,781	77,788	151,697	156,243	160,927	165,751	170,719
	SUPPLIES								
101-202-728.001 Postage - Large Mailing 28.400 35,001 37,500 38,250 39,015 39,795 40,590	101-202-727.000	Office Supplies	39	52	750	765	780	795	810
	101-202-728.001	Postage - Large Mailing	28,400	35,001	37,500	38,250	39,015	39,795	40,590

City Clerk

Changes are noted in red.

Salaries & Wages increased by \$36,981 to cover the cost of the Customer Service Rep salary of \$35,360 and Interim City Clerk salary of \$90,000

Benefits for Customer Service Rep

\$6,520 increase to Ordinances

\$500 increase to Public Notices

BUDGET REPORT FOR CITY OF PONTIAC Calculations as of 06/30/2019

		2018-19	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	PROJECTED	MAYOR REC.				
GL NUMBER	DESCRIPTION	THRU 06/30/19	ACTIVITY	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
101-206-818.080	PROF. SERV - BS&A	19,846	19,846	20,310	20,780	21,260	21,750	22,260
101-206-818.090	PROF. SERVSHREDDING	160	173	500	515	530	545	561
101-206-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	921	1,024	385	396	407	419	431
101-206-852.010	SERVICES - CABLE TV/INTERNET	699	827	2,924	3,011	3,101	3,194	3,289
101-206-861.004	Services - Travel-Mileage		385	500	515	530	545	561
101-206-876.010	REFUNDS OVER/UNDER PAYMENTS	18						
101-206-901.000	Printing and Bindery Service		5,500	5,500	5,665	5,834	6,009	6,189
101-206-914.000	Insurance Property Coverage	20,786	24,943	23,906	24,623	25,362	26,123	26,906
101-206-942.000	Services - Equipment Rentl Non-City	82	82	150	154	158	162	166
101-206-942.002	COPIER SUPPLES	708	944	1,200	1,236	1,273	1,311	1,350
101-206-957.002	Training Expense			5,500	5,665	5,834	6,009	6,189
101-206-959.000	Miscellaneous Expenses	1,570	1,538	2,388	2,459	2,533	2,609	2,687
OTHER SERVICES A	AND CHARGES	220,504	263,871	116,713	120,010	123,388	126,852	130,412
Totals for dept 206 -	Finance Administration	446,389	549,409	623,760	642,210	661,191	680,726	700,837
Dept 215 - City Clerk								
PERSONNEL SERVICES								
101-215-702-000	Salaries & Wages	103,870	126,485	189,842	157,467	162,191	167,056	172,067
101-215-702.004	Overtime Wages	195	195	1,000	705	726	747	769
101-215-707.003	CELL PHONE STIPEND	350	350					
101-215-715.000	F.I.C.A City Contribution	7,939	6,154	11,695?	12,045	12,406	12,778	13,161
101-215-716.000	MEDICAL INSURANCE	14,097	17,625	43,150	25,664	26,433	27,225	28,041
101-215-717.000	Life Insurance	508	968	2,193	1,975	2,034	2,095	2,157
101-215-718.500	MERS EMPLOYER CONTRIBUTIONS	1,939	2,392	8,670?	8,930	9,197	9,472	9,756
101-215-719.000	Workers Compensation Insurance	303	368	625	463	476	490	504
101-215-719.001	Dental Insurance	560	818	1,401	1,020	1,050	1,081	1,113
PERSONNEL SERVIC	ES	129,761	155,355	238,211	208,269	214,513	220,944	227,568
SUPPLIES								
101-215-727.000	Office Supplies	3,197	3,964	3,863	3,940	4,018	4,098	4,179
101-215-728.000	Postage	488	628	1,030	1,050	1,071	1,092	1,113
101-215-731.003	COMPUTER EQUIPMENT			412	420	428	436	444
SUPPLIES	******	3,685	4,592	5,305	5,410	5,517	5,626	5,736
OTHER SERVICES ANI	D CHARGES							
101-215-816.005	PROFESSIONAL SERVICES - PUBLIC RELATIONS	3	1,000	1,000	1,030	1,060	1,091	1,123
101-215-816.006	PROFESSIONAL SERVICES -MEDICAL MARIHUA	NA	25,000					
101-215-818.000	Other Professional Services	7.083	736	1,000	1,030	1,060	1,091	1,123
101-215-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	674	804	654	673	693	713	734
101-215-852.010	SERVICES - CABLE TV/INTERNET	349	413	2,558	2,634	2,713	2,794	2.877
101-215-901.000	Printing and Bindery Service	• • •		1,000	1,030	1,060	1,091	1,123
101-215-902.004	Ordinances	34,531	23,000	23,000	16,974	17,483	18,007	18,547
101-215-902.005	Public Notices	8,093	9,000	9,000	8,755	9,017	9,287	9,565

		2018-19	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
		ACTIVITY	PROJECTED	MAYOR REC.	MAYOR REC.	MAYOR REC.	MAYOR REC.	MAYOR REC
GL NUMBER	DESCRIPTION	THRU 06/30/19	ACTIVITY	BUDGET	BUDGET	BUDGET	BUDGET	BUDGE
101-215-914.000	Insurance Property Coverage	28,061	33,673	25,394	26,156	26,940	27,749	28,581
101-215-942.000	Services - Equipment Rentl Non-City	48	48	103	106	109	112	115
101-215-942.002	COPIER SUPPLES	1,264	1,685	412	424	436	449	462
101-215-957.002	Training Expense	1,512	2,412	4,120	4,243	4,370	4,501	4,636
OTHER SERVICES	AND CHARGES	81,615	97,771	68,241	63,055	64,941	66,885	68,836
Totals for dept 215 -	City Clerk	215,061	257,718	379,998	276,734	284,971	293,455	302,190
Dept 228 - Information	n Technology							
SUPPLIES								
101-228-727.000	Office Supplies	302	302	400	408	416	424	432
101-228-728.000	Postage	10	3					
101-228-731.001	COMPUTER SUPPLIES			4,380	10,000	10,000	10,000	10,000
101-228-731.003	COMPUTER EQUIPMENT	537	3,000	3,000	3,060	3,121	3,183	3,246
SUPPLIES	****	849	3,305	7,780	13,468	13,537	13,607	13,678
OTHER SERVICES AN	D CHARGES							
101-228-818.000	Other Professional Services	5,945	7,560	15,000	4,900	4,900	4,900	4,900
101-228-818.063	Prof. Serv-Sarcom	231,750	309,000	310,000	310,000	310,000	310,000	320,000
101-228-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	2,589	3,113	543	559	575	592	609
101-228-852.010	SERVICES - CABLE TV/INTERNET	487	587	1,462	1,505	1,550	1,596	1,643
101-228-914.000	Insurance Property Coverage	15,589	18,707	·	,		•	•
101-228-932.012	Services - Maintenance-Comptr Equip	21,041	25,300	25,300	25,450	36,200	37,950	37,950
101-228-942.002	COPIER SUPPLES		50	50	51	52	53	54
OTHER SERVICES	AND CHARGES	277,401	364,317	352,355	342,465	353,277	355,091	365,156
Totals for dept 228	- Information Technology	278,250	367,622	360,135	355,933	366,814	368,698	378,834
Dept 253 - Treasurer								
PERSONNEL SERVICES								
101-253-702.000	Salaries & Wages	110,599	144,368	209,227	215,503	221,968	228,627	235,485
101-253-702.004	Overtime Wages	475	439	439	452	465	478	492
101-253-715.000	F.I.C.A City Contribution	8,946	11,434	17,025	17,535	18,061	18,602	19,160
101-253-716.000	MEDICAL INSURANCE	12,123	14,237	13,981	14,400	14,832	15,276	15,734
101-253-717.000	Life Insurance	574	1,173	2,442	2,515	2,590	2,667	2,747
101-253-718.500	MERS EMPLOYER CONTRIBUTIONS	2,280	2,922	5,950	6,128	6,311	6,500	6,695
101-253-719.000	Workers Compensation Insurance	259	326	875	901	928	955	983
101-253-719.001	Dental Insurance	409	541	756	778	801	825	849
101-253-721.010	Health Care Waiver	4,109	6,092	12,886	13,272	13,670	14,080	14,502
PERSONNEL SERVI	CES	139,774	181,532	263,581	271,484	279,626	288,010	296,647
SUPPLIES								
	Office Cuseline	1,861	709	4 500	1,530	4 500	1,591	1.62
101-253-727.000	Office Supplies	1,001	709	1,500	1,530	1,560	1,591	1,02

#8 SUB COMMITTEE REPORT

COMMUNITY DEVELOPMENT SUB-COMMITTEE NOTES June 20, 2019

In attendance:

Council members: Chairperson Don Woodward, Kermit Williams and Gloria Miller

Deputy Mayor: Jane Bais-Disessa

Vernon Gustafsson

Community Relations Specialist: James Johnson

Building Official: Mike Wilson

Start: 12:01 p.m.

I. George Derderian-Ultimate Soccer Arena PA 210 Request

The applicant has not completed the application.

Questioned whether the district was created.

Will be placed on the Tuesday, July 2, 2019 Council Agenda for approval.

Ultimate Soccer Arena and DMC have a partnership.

II. Code Enforcement Update-Bedrock Landscape, Green Acres and On-Site Landscape

The three landscape businesses are next to each other and are all willing to clean-up their property.

There could be more than three, but only three businesses are documented.

The owner of Bedrock has been in and is working with the City. The owner has applied for a business license and has agreed to remove the compost. Further, a plan is being prepared for the City staff to review and it will then be determined whether the plan will need to be forwarded to Planning. Councilwoman Miller requested to be notified if the matter goes to Planning.

WRC owns land that will be leased to Green Acres and On-Site Landscape.

A concern is dust control. The property owners will be notified that dust is an issue and there can be enforcement based on environmental nuisance.

July 24, 2019 is the deadline to review the business plan for Bedrock Landscape.

III. Proposed Ordinance Review/Temporary Construction Fence

The proposed changes comprise a "Zoning Text Amendment Ordinance."

Fencing ordinances were reviewed in other communities in Oakland County that are equal in character and the size of lots.

The ordinance is a good blend.

The ordinance has to go to Planning, so the item must get placed on the Planning Commission's agenda. However, the Planning Commission is not scheduled to meet again until August which prompted a request for the Commission to call a special meeting in order to move the ordinance forward, since the request for the ordinance was made approximately two years ago.

IV. Redevelopment Liquor Licenses

The proposed ordinance is, titled "An Ordinance to allow Redevelopment liquor licenses and conditions for issuance and Operations."

The bistro license allows a business that sells food to sell alcohol.

The cost of the license is less than the cost of a full-blown liquor license.

Took direction from Main Street Pontiac and reviewed what other communities have done.

A. Some of the license requirements include:

- 1. The liquor license must be a redevelopment district or development district license.
- 2. The establishment can seat no less than 50 people and no greater than 150 people.
- 3. The bistro licenses may only be located in the C-2 Downtown Zoning District.
- 4. The establishment shall close no later than 12:00 a.m. With prior approval of City Council, an establishment may remain open to offer food service.
- 5. The license cannot be transferred.
- 6. A license holder may be subject to immediate review by the City Council if he or she is cited for three violations within one calendar year.

The MIC and MSHDA has certain requirements.

Redevelopment Act 501.

The language should expressly state, that the license only applies to a restaurant looking to add a liquor license.

The Redevelopment Liquor Licenses will be included on the Tuesday, July 2, 2019 Council Agenda.

V. Upcoming Events

M1 Concourse will have fireworks June 30, 2019.

Road Kill is the 2nd Saturday in August and planning will include Police and Fire.

Dream Cruise is the 3rd Saturday in August.

Adjourned 12:31 pm.

#9 PRESENTATION

Water and 020 Rate Proposa Sewage vstems

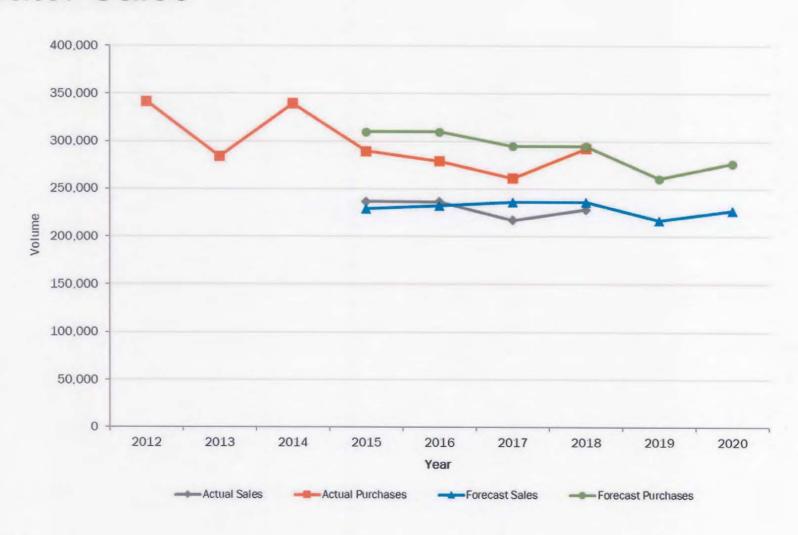
, 2019

Water and Sewer Rates Raphael Chirolla

Pontiac FY 2020 Rates

Water Rates

Water Sales



Pontiac FY 2020 Rates

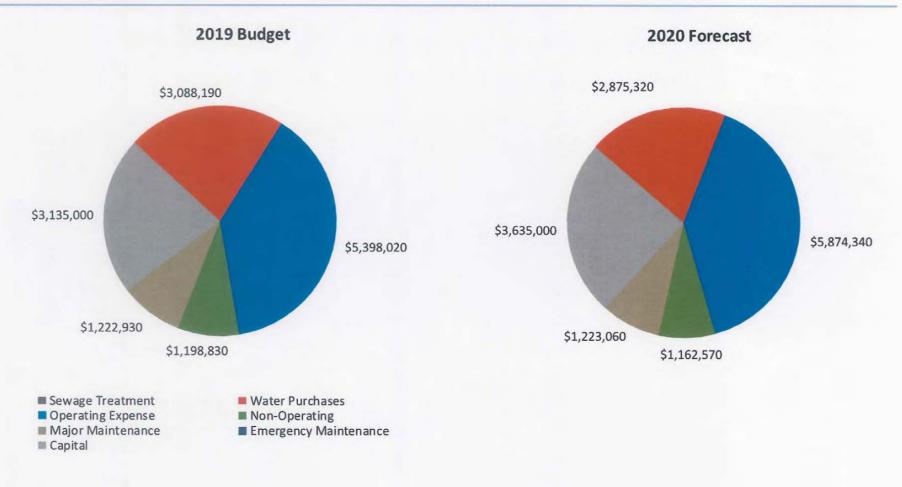
PONTIAC WATER SYSTEM

	Sal		1	Water rchases	Operating Expense	Reserves	No	on-Operating (Debt)	Non-Rate Revenue	Total
Description	(Mcf)	(MEUs)		(\$)	(\$)	(\$)		(\$)	(\$)	(\$)
Fiscal Year 2018-19	217,000	27,600	\$	3,088,190	\$ 5,398,020	\$ 4,357,930	\$	1,198,830	\$ (675,350) \$	13,367,620
Fiscal Year 2019-20	227,000	28,000		2,875,320	5,874,340	4,858,060		1,162,570	(943,570)	13,826,720
Increase/(Decrease)	10,000	400		(212,870)	476,320	500,130		(36,260)	(268,220)	459,100
Increase/(Decrease) %	4.6%	1.4%		-6.9%	8.8%	11.5%		-3.0%	39.7%	3.4%

Pontiac FY 2020 Rates

Pontiac Water

FY Cash Based Requirements



Pontiac FY 2020 Rates

WATER RATE SUMMARY

		Co	ommodity C	harge (per Mcf)					Typical			
Fiscal Year	GLWA NOCWA	OCWRC O&M	Misc Revenue	Major Maintenance	Total OCWRC	Total	GLWA NOCWA	Capital Reserve	Emergency Reserve	Debt Service	Total Monthly Charge	Monthly Charge Total
2018	6.08	25.02	(3.47)	5.17	26.72	32.80	6.69	8.55		3,20	18.44	38.12
2019	5.69	24.88	(3.11)	5.64	27.41	33.10	5.59	9.47		3.62	18.68	38.54
2020	5.07	25.88	(4.16)	5.39	27.11	32.18	5.13	10.82	-	3.46	19.41	38.72

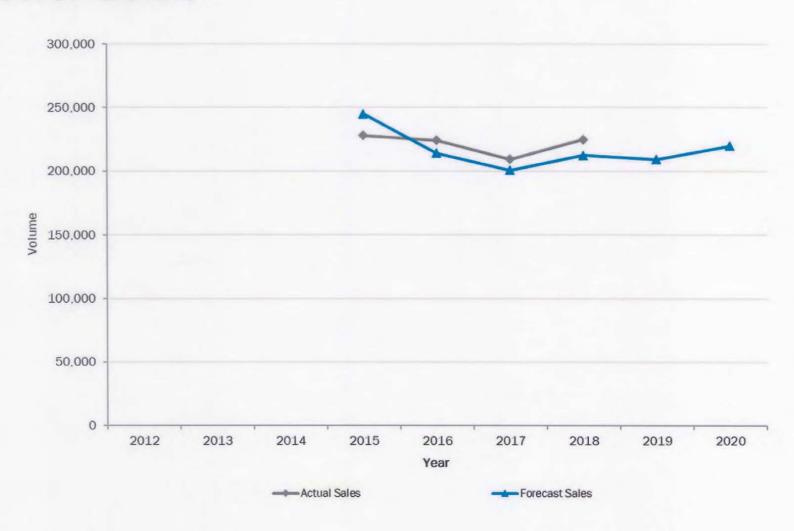
Note:

¹⁾ Typical charge is based on 5/8" meter and 0.6 Mcf monthly volume

Pontiac FY 2020 Rates

Sewer Rates

Sewer Sales



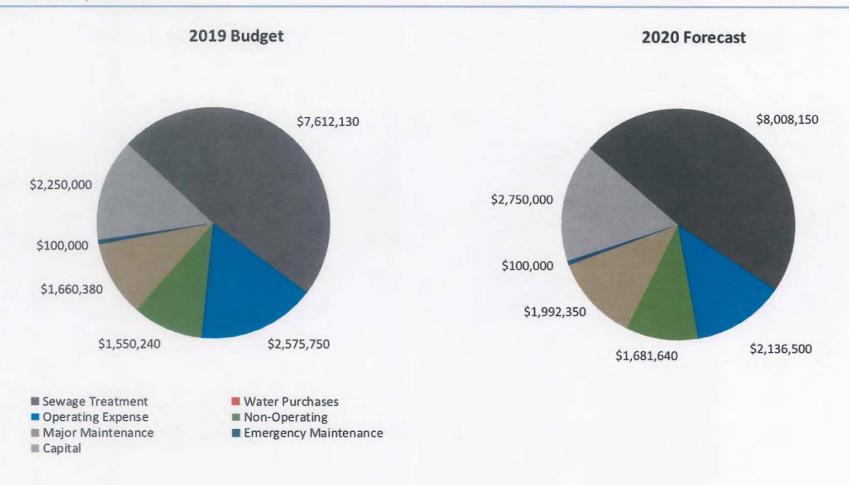
Pontiac FY 2020 Rates

PONTIAC SEWER SYSTEM

	Sal		12.00	ewage eatment	Operating Expense	Reserves	No	on-Operating (Debt)	Non-Rate Revenue	Total
Description	(Mcf)	(MEUs)		(\$)	(\$)	(\$)		(\$)	(\$)	(\$)
Fiscal Year 2018-19	209,400	26,740	\$	7,612,130	\$ 2,575,750	\$ 4,010,380	\$	1,550,240	\$ (1,047,280) \$	14,701,220
Fiscal Year 2019-20	220,000	27,100		8,008,150	2,136,500	4,842,350		1,681,640	(1,103,310)	15,565,330
Increase/(Decrease)	10,600	360		396,020	(439,250)	831,970		131,400	(56,030)	864,110
Increase/(Decrease) %	5.1%	1.3%		5.2%	-17.1%	20.7%)	8.5%	5.4%	5.9%

Pontiac Sewer

FY Cash Based Requirements



Pontiac FY 2020 Rates

SEWER RATE SUMMARY

		Comm	nodity Char	Monthly Fixed Cha	arge (per MEL	Typical			
Fiscal Year	Sewage Treatment	OCWRC O&M	Misc Revenue	Major Maintenance	Total OCWRC	Sewage Treatment & Collection System Debt	Reserves	Total	Monthly Charge Total
2018	21.94	14.03	(4.37)	6.26	37.86	13.64	5.80	19.44	42.16
2019	22.47	12.30	(5.00)	7.93	37.70	13.89	7.32	21.21	43.83
2020	21.83	9.71	(5.02)	9.06	35.58	15.02	8.77	23.79	45.14

Note:

¹⁾ Typical charge is based on 5/8" meter and 0.6 Mcf monthly volume

WATER AND SEWER RATE SUMMARY

Rate Year	\	Vater	Sewer	Total
2018-19	\$	38.54	\$ 43.83	\$ 82.37
2019-20	\$	38.72	\$ 45.14	83.86
Difference	\$	0.18	\$ 1.31	\$ 1.49
% Change		0.5%	3.0%	1.8%

Pontiac FY 2020 Rates

WATER AND SEWER BILL BREAKOUT

	Volume	Fixed	Current Charges
Water	0.04	F 40	
NOCWA/GLWA	3.04	5.13	
Operations and Maintenance	15.54		
Misc. Revenue	(2.50)		
Debt Service		3.46	
Major Maintenance	3.23		
Emergency Reserve			
Capital		10.82	
Water Usage Charge	19.31		19.31
Water Fixed Charge		19.41	19.41
Sewer			
Sewage Treatment	13.10	9.85	
Operations and Maintenance	5.82		
Misc. Revenue	(3.01)		
Debt Service		5.17	
Major Maintenance	5.44		
Emergency Reserve		0.31	
Capital		8.46	
Sewer Usage Charge	21.35		21.35
Sewer Fixed Charge		23.79	23.79
Total Charges			83.86

Pontiac FY 2020 Rates

Community	Water	Sewer	Combined	Other	Total
Huntington Woods		188	514.80	17.00	531.80
Lathrup Village	165.47	326.80	-		492.27
Royal Oak Township	171.12	311.96	-		483.08
Clawson	127.60	317.10		25.89	470.59
Hazel Park	221.20	244.80	-		466.00
Oak Park	171.55	293.96	-		465.51
Royal Oak	166.05	298.80			464.85
Ferndale	-	-	419.68	29.00	448.68
Detroit**	120.74	309.06			429.80
Birmingham	150.72	274.99			425.71
Pleasant Ridge	213.90	198.45	-		412.35
Pontiac	188.44	214.43			402.87
Berkley	167.56	229.03	-		396.59

^{*}Survey information provided by the Southeastern Oakland County Water Aurthority except for Detroit, Pontiac and Royal Oak Township.

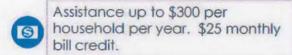
^{**} Detroit Sewer includes a drainage charge based on 0.05 impervious acres.

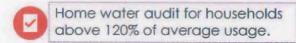
Pontiac FY 2020 Rates

Water Residential Assistance Program



Program Benefits:





Home repairs up to \$1,000 per household to fix minor plumbing issues leading to high usage.

Water saving kits and consumer training classes.

Supportive WRAP-Around Services.

WRAP Participant Qualifications:

- Have income at or below 150% of poverty threshold
- Provide proof of residency & income
- Provide renter's proof of responsibility for water on lease
- ✓ Stay current on monthly bill payment

HOUSEHOLD MEMBERS	HOUSEHOLD INCOME
1	\$18,210
2	\$24,690
3	\$31,170
4	\$37,650
5	\$44,130
6	\$50,610
7	\$57,090
8	\$63,570
9	\$70,050
10	\$76,530



WRAP funding is made possible by the Great Lakes Water Authority.

Call 313.386.WRAP (9727)

Q & A

#10 RESOLUTION



City of Pontiac

City Council Memo Economic Development

To: Honorable Mayor Waterman, Council President and City Council

From: Rachel Loughrin, Director of Economic Development

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

Date: 5-30-19

RE: Revocation of Reverter Clause on Deed for 2 & 4 N. Saginaw, Pontiac

Dear Mayor, Council President and City Council Members,

The request before you is to remove the Reverter Clause from the deed on 2 & 4 North Saginaw.

On May 04, 1994, the Pontiac Tax Increment Finance Authority conveyed the subject property to its current owner. The instrument used for the conveyance of the property bore three requirements. Should those requirements not be met, the property was to revert back to city ownership. The requirements were as follows:

The property owner was required to build an Italian restaurant facility (Rose Larco's) on the first floor; Build an open-space concept furniture showroom and corporate offices (Urban Architecture) on the second floor; Build two open-space concept residential lofts on the third floor.

Each of these requirements were met. The restaurant and the furniture store have now closed, the lofts are still in existence.

The Administration recommends that the City Council vote to approve the resolution allowing for the removal of the reverter clause and direct the Mayor to execute the new deed. Included with this memo is the resolution, the original deed and the new deed for the property.

Resolution Approving the Revocation of the Reverter Clause on the Deed for 2 & 4 N. Saginaw

WHEREAS, the City of Pontiac City Council holds the authority to revoke a reverter clause from a deed relating to a previous City land sale;

WHEREAS, the City Council recognizes that the property owner was required to build an Italian restaurant facility (Rose Larco's) on the first floor; Build an open-space concept furniture showroom and corporate offices (Urban Architecture) on the second floor; Build two open-space concept residential lofts on the third floor;

WHEREAS, the City Council recognizes that these requirements have been met by the property owner;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pontiac that the reverter clause for 2 & 4 N. Saginaw be revoked.

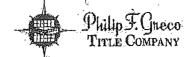
Tax Parcel Numbers: 14-29-477-011 and 14-29-477-010

Commonly known as: 2 N. Saginaw and 4 N. Saginaw

Exempt pursuant to

· QUIT CLAIM DEED

STATUTORY FORM FOR CORPORATION



KNOW ALL MEN BY THESE PRESENTS: That PONTIAC TAX INCREMENT FINANCE AUTHORITY, A public body corporate ORGANIZED PURSUANT TO Michigan P.A. 450 of 1980, an amended. the address of which is 8 North Saginaw Street, Pontian, Michigan 48342-2110

URDAN LAND DEVELOPMENT CORP.

whose street number and postatice address is 15 E. Kirby Street, Dotroit, MI 48202

City Pontlac and the : County of Oskland the following described promises situated in the and State of Michigan, to-wit:

> The South 20 feet of Lot 60 and the North 20 feet of the South 40 feet of Lot 60, ORIGINAL PLAT OF PUNITAG, according to the plat thereof as recorded in liber 1, page 1 of Plats, Cakland County Records,

Parcel ID # 14-29-477-011, 2 N. Suginal 14-29-477-010, 4 N. Saginaw

SUBJECT TO THE PROVISIONS FOR REVERSION OF TITLE TO THE CRAFTOR AS SET FORTH IN THE ATTACHED PURCHASE ACRESMENT.

together with all and singular the tenements, honditaments and appartunance thereinto belonging or in anywise appartaining, One Dollar (\$1.00)

The foregoing instrument was acknowledged before me this	Dated Una	4 bll day of	мау	197.4	
Wisetta M. Neill Karen L. Cain By Mattie L. Lasseigne Mattie L. Lasseigne Birector Its STATE OF MICHIGAN Its STATE OF MICHIGAN Its Its Its Its Its Its Its It	Signed in the presence of:			Signed by:	,
STATE OF MICHIGAN 14. CHURTY OF OLKLAND 14. The foregoing instrument was acknowledged before me this	Janes Can	"Hal	By Mar	ttie L. Lasseigne	Laure
The foregoing instrument was acknowledged before me this			and	<u>• </u>	
(Individual Name(a) and Office(a) Held) Authority Michigan WISETTA M. NEIL MYCOMMISSION BYPHES OFFICE My Commission expires Where Received Roturn Tot Grantee Grantee Grantee (Individual Name(a) and Office(a) Held) (Corporate Name) (Corporate Name) (Corporate Name) (Corporate Name) (Siste of Incorporation) (Siste o	STATE OF MICHIGAN COUNTY OF OAKLAND		Its		مناهد المستونية بالمستود عدود
Authority Michigan (State of Incorporation) WIGHTA M. NEIL NOTARY PUBLIC TO ALAND COUNTY, MI MY COMMISSION BEPIRES 02/1020 When Reserved Roturn Tot Grantee Grantee (Individual Name(a) and Office (a) Held) (Curporate Name) (Curporate Name) (Curporate Name) (State of Incorporation) (State of Incorporation) Notary Public, Guarty, Michigan (State of Incorporation) Notary Public, Guarty, Michigan When Reserved Roturn Tot Grantee Carantee	The foregoing instrument was acknow	viedged Nofneo n	rus this	4th day of M	RY
Authority Michigan (State of Incorporation) MUSETTA M. NEIL (State of Incorporation) NOTARY PUBLIC JONALAND COUNTY, MI ANY COMMISSION REPRESE 02/1049 My Commission expires 19 When Reserved Ruturn To: Grantee Orantee Orantee	19 94 by Mattin L. Lass	eigne, Dir	ector		
Authority Michigan WISETTA M. NEIL (State of Incorporation) NOTARY PUBLIC JONALAND COUNTY, MI ANY COMMISSION REPRESE 02/1049 My Commission expires 19 When Researched Return To: Grantee Crantee Crantee	•	1	(I	ndividual Name(s) and Ol	fice(z) Held)
Authority Michigan WISETTA M. NEILL NOTARY PUBLIC JOAN AND COUNTY, MI MY COMMISSION BEPIRES 02/1050 My Commission expires When Respired Roturn Tot Grantee Grantee Grantee Grantee			o/_Pontia		
WISETTA M. NEILL MOTARY PUBLIC TO ANIAND COUNTY, MI MY COMMISSION BYPIRES 02/1000 My Commission expires 19 (State of Incorporation) Notary Public, County, Michigan When Respired Roturn Tot Greatee Crantes Crantes	Anthonita Michigan		À.		
MOTARY WISE TA M. NEILL MOTARY PUBLIC JOSE, AND COUNTY MI MY COMMISSION EXPIRES 02/1000 My Commission expires 19 County, Michigan When Restricted Roturn Tot Grantee Crantee Crantee			teta of Incompanion	corporation, on b	shall at the corporation.
My Commission expires 19 County, Michigan When Recorded Rotum Tor Send Subsequent Tax Bills To: Oracled by: Paul Carloton Gruntee Crantes	WISETTA M. NEILL	.,,5		itta M	1/0,001
Gruntee Granteg	MY COMMISSION EXPINES 02/1040 My Commission expires	19	1	Les L	Notary Public, County, Michigan
		1	•	Utofted by: Pa	ul Carloton
Pontiac, MI 4834	vi angeo	, Gran		Business Addrása	8 N. Sagiraw Pontriac, MI 48342
14-29-477-011 Exempt: pursuant to	14-29-477-011			<u> </u>	Exempt pursuant to

PHILIP R. SEAVER TITLE COMPANY, INC.

2700 N. Woodwert / Altomiteld Hills Mitchigen 40013 / [213] 847, 2171 -- [313] 338-7125

	DYPER TO TURCHASE REAL ESTATE CHY OF PORTIGO
1.	THE UNDERSIONED hereby offers and reading the control of the band and the band and the season of the
	A Carply, Midnigan, describad as follows:
	The South 20 feet of Lot 80; ORIGINAL FLAT OF PONTIAC, according to the plat thereof as recorded in Liber L. Fago 1 of Plats, Oakland County Records.
- !	Commonly known as: 2 p. Saginaw
	The Morth 20 feet of the South 40 feet of Lot 60; ORIGINAL PLAT OF PONTIAC, according to the plat thereof as recorded in tiber 1, Page 1 of Plats, Oakland County Records,
	Commonly known as: 4 N. Saginav
	• • • • • • • • • • • • • • • • • • •
	d in after with house.
	being known as 2 6 A. N. Jondinew. 10 politic with all improvements and apparelements, including all lighting flatness, linedes, Venetien billuds, applien rods, storm windows
	the storm doors, torons, xwhings, TV interns, pas conversion will and permit
	now on the promises, and to pay liquid the real of
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Condition

3-28-94 112:14PM (PONTIAC GROWTH GROUP-

3198732710;# 4/ B

All taxes and accomments which have become a lieumpost the land at the date of this graphy 3 shell be paid by the Seller. Current lexes, Real Fee.

Real F Tuxos and Proreted in consideration until Brokes's affect to obligh the Solies's operand, it is understood that title not such the first (5) days from the delic horode, and in our accounted by the Selies within the time, the deposit has be freedrighed for the Chip to the Selies within the time, the deposit has be freedrighed by the Selies, the Principles of the Selies within the state indicated in Principles, it is perceived by the Selies, the Principles of great to complete the perceived of this property within the time indicated in Principles in the Brokes is perceived by the Selies, the Principles of the Selies o Iterna Broker's ٧. Authorization Caphileable in F.H.A. salid anised in the property of the contract, the functions shall not be adjusted to complete the is expressly agreed that, not fulfilling any other providing of the function of the property described based or to incur any penalty by forfoliure of complete them of otherwise under the Selger nucleus of the property described by which the self in the property for mortisage laintenace purposes of not less than \$\frac{1}{2} \text{ for mortisage laintenace purposes of not less than \$\frac{1}{2} \text{ in mile evaluation to the Seller. The Purposery for mortisage laintenace of the self in make evaluation to the Seller. The Purposery stall, lowever, here the purpose out colors of probability with the consummands of this contract without regard to the commissioner. 10. The exequants liespin shall blind on laure to the benefit of the executors, administrators, executors and nations of the respective pertien-11. By the exocution of this institution of the Purchases rokenwiseders THAT HE HAS EXAMINED THE ABOVE DESCRIBED PRIMISES and is tellified with the physical condition of structural literach and economicalists has being of a pupp of this offer. 8 N/ Spginav Street The doring of this sair that take place of the office of If, however, a new morigage is being applied for, Purchaser will execute it at anot place as may be designated by the mortgages; Additional 12.

SEE CONDITIONS FOR PURCHASE AGREEMENT

ON 2 - 4 N. SAGINAN STREET

ATTACHED HERETO

	URBAN LAND DEVELOPMENT CORP.
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	IN YATE PROPERTY OF
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	IN THE PREMICE OF:
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	5-4-94 JULION JULINION
	Pirohase
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¥.	A SEAVER TITLE COMPANY, INC.

SENT BY:

1-28-84 (12:15PM (PONTLAC GROWTH GROUP-

3138732718;# 5/ 6

CONDITIONS FOR PURCHASE AGREEMENT ON 2-4 N. SAGINAW

Furnhaber represents that all financing is firmly committed for this project and further that this offer is contingent upon no other financing being obtained from the Pontiau Growth Group agencies by himself or any proposed tenants who intend to occupy the subject property.

Purphaser agrees to:

Begin construction within thirty (30) days after date of Deed conveying title to the subject property.

who deed to the subject property shall contain a reverter for failure to complete any or all of the following building improvements within the specified time limits.

Build an Italian restaurant facility (Rose Larco's) on the first floor, in accordance with the Proforma Adalysis dated February, 1994, which shall be in operation by 11 /OL / A . A revised proforma on the restaurant shall be submitted to the Growth Group Director for review prior to closing.

Build an open-space concept furniture showcom and corporate offices (Urban Architecture) on the second floor, in accordance with the Proforma Analysis dated February, 1994, which shall be in operation by

Build two (2) open-space concept residential lofts on the third floor, in accordance with the Proforms Analysis dated February, 1994, which shall be completed by Cold Lag-

Purchaser further understands and agrees that, should the project fail, sailer will not be responsible for any expenses incurred by the Purchaser in conjunction with this project and further that Purchaser assumes full responsibility for any and all expenditures to date and any future expenditures in conjunction with the subject project.

A project development time schedule shall be provided reflecting estimated cumulative days from the estimated date of approval of this agraement through each milestone to completion. Target dates for each major construction activity, including acquisition of required permits, demolition, clean-up, utility connections, removations and construction of the planned site shall be indicated. Failure to comply with this schedule without prior authorization from the Tax Increment Finance Authority, or any other unwarranted work stoppags in excess of 72 hours, shall be cause for remedial action by the Tax Increment Finance Authority including revocation of this agreement.

SENT BY:

3-28-84 :12:LOPM :PONTIAC GROWTH GROUP-

3138732718:# 6/ 6

SENT BY:

5- 4-94 ; 4:24PM ; PONTIAC GROWTH GROUP+

3138732718;# 5/ 5

SENT BY:

3 ·94 :12:16PM :PONTIAC GROWTH GROI

3138732718:# 6/ 6

2-4 N. Saginaw Purchase Agreement 3/22/94 -2-

Purchaser shall not commence any work or repairs on the subject property until the deed has been conveyed.

Purchaser shall pull all applicable permits from Building & Safety Engineering Division and to coordinate construction with the Planning Division.

Purchaser shall adhere to all City of Pontiac Contract Compliance regulations.

Dated:

5-04-94

Kelth Johnson

Tax Increment Finance Authority

Dated:

4/94

By:

Mattie L. Lasseigne

Martie (L. Las Director

QUIT CLAIM DEED

CITY OF PONTIAC, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan ("Grantor") QUIT CLAIMS to URBAN LAND DEVELOPMENT CORPORATION, a Michigan corporation, whose address is 1 S. Saginaw Street, Pontiac, Michigan 48342 ("Grantee") the following described property situated in the City of Pontiac, Oakland County, Michigan; to-wit:

The South 20 feet of Lot 60 and the North 20 feet of the South 40 feet of Lot 60, ORIGINAL PLAT OF PONTIAC, according to the plat thereof as recorded in Liber 1, Page 1 of Plats, Oakland County Records.

Commonly known as: 2 N. Saginaw / Tax Parcel No. 14-29-477-011 | 4 N. Saginaw / Tax Parcel No. 14-29-477-010

This conveyance is exempt from transfer taxes pursuant MCL 207.505(a) & (h)(i) and MCL 207.526(a) & (h)(i) and its purpose is to extinguish the Grantor's conditional right of reverter to the above-described premises as set forth in that certain Quit Claim Deed issued by the Pontiac Tax Increment Finance Authority, a division of Grantor, and recorded in Liber 14733, Page 57, Oakland County Records.

CITY OF PONTIAC, a Michigan municipal corporation

	Ву:
	Name:
	Title:
STATE OF MICHIGAN)	
COUNTY OF OAKLAND)	
This instrument was acknowledged be	fore me this day of by
	of Pontiac, a Michigan municipal corporation on behalf of said
municipal corporation.	, , ,
•	
•	, Notary Public
	County, acting in
	My Commission expires:
DRAFTED BY:	WHEN RECORDED RETURN TO:
George A. Contis, Esq.	WITE A RECORDED RETORIA TO:
Giarmarco, Mullins & Horton, P.C.	GRANTEE

101 W. Big Beaver Road, Suite 1000

W:\Clients\City of Pontiac\Quit Clain Deed Urban Land Development 2-4 N Saginaw 02-26-2019.docx

Troy, Michigan 48084

#11 RESOLUTION



CITY OF PONTIAC Department of Building Safety & Planning Planning Division

47450 Woodward Avenue | Pontiac, MI 48342 T: 248.758.2800 | F: 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:

ZMA 19-01

ZONING MAP AMENDMENT

819 LLC c/o DA REAL ESTATE

819 GOLF DRIVE | PIN 64-19-05-102-009

R-1 ONE FAMILY DWELLING TO R-3 MULTIPLE FAMILY DWELLING

DATE:

JUNE 11, 2019

The City of Pontiac is in receipt of application ZMA 19-01 for a Zoning Map Amendment [rezoning] parcel Number 64-14-05-102-009, of approximately 12.60 acres is located on the south side of Golf Drive between Fairfax Avenue and Bagley Street. 819 LLA c/o DA Real Estate, the applicant requests a rezoning from R-1 One Family Dwelling to R-3 Multiple Family Dwelling. At the Planning Commission June 5, 2019, the Commission recommended to City Council the approval of the Zoning Map Amendment.

Summary

- 1. The applicant requests rezoning the subject site from R-1 One Family Dwelling to R-3 Multiple Family Dwelling.
- 2. The Master Plan identifies the subject site as Entrepreneurial Residential Commercial & Green. The proposed zoning designation is consistent with this future land use designation.
- 3. The subject property is compatible with R-3 standards.
- 4. If the Zoning Map Amendment is approved, the applicant would be required to comply with Article 6, Chapter 3, Special Exception Permit Review, and Section 6.204 Site Plan Review of the Pontiac Zoning Ordinance.

Existing Land Uses

The subject site is located on a single parcel with an access drive from Golf Drive. The drive will serve the proposed development site and the Pontiac Youth Recreation and Enrichment Center to the west. The site is primarily green space and wooded areas with a vacant, former church located at the center of the site and a vacant dormitory located near the east property line. At the south end of the site is a basketball court and ball field.

An existing 122 space parking lot is situated west of the former church. The parking lot is intended to be shared by the proposed development in the renovated, expanded former church building and the Pontiac Youth Recreation and Enrichment Center. To the north of the subject site is a multiple family

development and to the east is the golf course and vacant land. South of the site is the Village at Bloomfield development and to the west is the Pontiac Youth Recreation and Enrichment Center.

Master Plan

The subject site is designated as Entrepreneurial: Residential, Commercial & Green land use category. The goals of this category is to provide flexibility that encourages the positive, appropriate use and zoned properties in the City that provides a diverse housing stock appealing to a population with a wide range of incomes and housing types. Areas to the north, east, and west are also planned as Entrepreneurial: Residential, Commercial & Green. To the areas south of the subject site planned as Entrepreneurial: Industrial, Commercial & Green.

The Zoning Map Amendment request complies with the requirements found within the Master Plan's Entrepreneurial district classification. This zoning district's goal is to provide flexibility that encourages the positive reuse of vacant properties in strategic locations around the City. The adaptive reuse of these buildings are clearly one of the goals of this land use classification.

Existing Zoning District

Abutting properties to the east are zoned R-1 One Family Dwelling and TC Town Center. South of subject site is zoned TC. West of the site is zoned R-1 and the north is zoned R-1 and R-3 Multiple Family Dwelling zoning districts. The proposed Zoning Map Amendment of the subject site and existing zoning of adjacent parcels provide a balanced, progressive transition between intensive and more environmentally forms of zoned areas.

Zoning Map Amendment Criteria

The City Council must consider any of the following criteria [section 6.804, A-J] that apply to the rezoning application in making findings, recommendations, and a decision to amend the Official Zoning Map [Section 6.804]. Additionally, the section also stipulates that the City Council may also consider other factors that are applicable to the application, but are not listed among the ten criteria. To assist in the evaluation of these and other criteria, we offer the following findings of fact for your consideration.

- 1. The subject site will conform to the goals and objectives included in the City's Master Plan. The Master Plan has created Entrepreneurial districts for additive reuse of vacant buildings.
- 2. The site is fully developed so it's geological, hydrological, and other environmental features are no longer present on the site.
- 3. The existing site itself is not conducive to redevelopment as single family use. It is clear that demolition and development costs will not provide a reasonable return on investment.
- 4. The renovation of the existing religious school dormitory is compatible with uses allowed within the R-3 zoning district and will not negatively impact neighborhood density, traffic or property values.
- 5. The City's utilities and services will be equal to the proposed use than a dormitory use on site.

- 6. Golf Drive is a City Major Road. The proposed development will not impact the ability of this street and adjoining roads to handle potential traffic.
- 7. The boundaries of the rezoning are reasonable in relationship to surroundings and zoning district dimensional requirements.
- 8. The boundaries of the proposed R-3 zoning district are reasonable from the City's perspective and comply with the vision found in the City's Master Plan.
- 9. It would be inappropriate to amend the zoning text for R-1 One Family Dwelling district with its primary goal of creating settings for single family residential neighborhoods.
- 10. The proposed rezoning does not create an incompatible 'spot zone' within the area and it proposes reasonable continuation of more intensive zoning to the east and south.

ZMA 19-01 - Zoning Map Amendment

Address: 819 Golf Drive Parcel: 64-19-05-102-009

Resolution

Whereas, The City has received an application for a Zoning Map Amendment for 19 Liberty Street, identified as PIN 64-19-05-102-009 from 819 LLC c/o DA Real Estate and the applicant's petition is for the rezoning of the aforementioned parcel; and

Whereas, The Planning Division has reviewed the applicant's rezoning request in regards to the City's Master Plan and the request conforms to the goals and vision contained within the plan; and

Whereas, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 of the Zoning Ordinance, and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

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

Whereas, On June 5, 2019, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment request for 819 Golf Drive, approving the change from the current R-1 One Family Dwelling District to R-3 Multiple Family Dwelling District; and

Now Therefore, Be It Resolved, That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment (ZMA 19-01) request for 819 Golf Drive, also known as PIN 64-19-05-102-009, to amend the current site zoning from R-1 One Family Dwelling District to R-3 Multiple Family Dwelling District.



CITY OF PONTIAC Department of Building Safety & Planning Planning Division

Mayor Deirdre Waterman

TO:

PONTIAC PLANNING COMMISSION

FROM:

VERN GUSTAFSSON, PLANNING MANAGER

PLANNING DIVISION

SUBJECT:

ZIVIA 19-01

ZONING MAP AMENDMENT

819 LLC c/o DA REAL ESTATE

819 GOLF DRIVE | PIN 64-19-05-102-009

R-1 ONE FAMILY DWELLING TO R-3 MULTIPLE FAMILY DWELLING

DATE:

MAY 28, 2019

The City of Pontiac is in receipt of application ZMA 19-01 for a Zoning Map Amendment [rezoning] parcel Number 64-14-05-102-009, of approximately 12.60 acres is located on the south side of Golf Drive between Fairfax Avenue and Bagley Street. 819 LLA c/o DA Real Estate, the applicant requests a rezoning from R-1 One Family Dwelling to R-3 Multiple Family Dwelling. The rezoning would ensure that the proposed use is properly zoned. In accordance with Section 6.802 of the City Zoning Ordinance, the request for Zoning Map Amendment requires a technical review, Public Hearing, recommendation by the Planning Commission, and a final decision by City Council.

<u>Summary</u>

- 1. The applicant requests rezoning the subject site from R-1 One Family Dwelling to R-3 Multiple Family Dwelling.
- 2. The Master Plan identifies the subject site as Entrepreneurial Residential Commercial & Green. The proposed zoning designation is consistent with this future land use designation.
- 3. The subject property is compatible with R-3 standards.
- 4. If the Zoning Map Amendment is approved, the applicant would be required to comply with Article 6, Chapter 3, Special Exception Permit Review, and Section 6.204 Site Plan Review of the Pontiac Zoning Ordinance.

Existing Land Uses

The subject site is located on a single parcel with an access drive from Golf Drive. The drive will serve the proposed development site and the Pontiac Youth Recreation and Enrichment Center to the west. The site is primarily green space and wooded areas with a vacant, former church located at the center of the site and a vacant dormitory located near the east property line. At the south end of the site is a basketball court and ball field.

An existing 122 space parking lot is situated west of the former church. The parking lot is intended to be shared by the proposed development in the renovated, expanded former church building and the Pontiac Youth Recreation and Enrichment Center. To the north of the subject site is a multiple family

development and to the east is the golf course and vacant land. South of the site is the Village at Bloomfield development and to the west is the Pontiac Youth Recreation and Enrichment Center.

Master Plan

According to the City's 2014 Master Plan Update, Pontiac is staking a claim to a new destiny. It is a City with extraordinary assets and bright economic prospects on which to build a revised destiny. It is with this spirit that is embedded in the Master Plan update.

The subject site is designated as Entrepreneurial: Residential, Commercial & Green land use category. The goals of this category is to provide flexibility that encourages the positive, appropriate use and zoned properties in the City that provides a diverse housing stock appealing to a population with a wide range of incomes and housing types. Areas to the north, east, and west are also planned as Entrepreneurial: Residential, Commercial & Green. To the areas south of the subject site planned as Entrepreneurial: Industrial, Commercial & Green.

The Zoning Map Amendment request complies with the requirements found within the Master Plan's Entrepreneurial district classification. This zoning district's goal is to provide flexibility that encourages the positive reuse of vacant properties in strategic locations around the City. The adaptive reuse of these buildings are clearly one of the goals of this land use classification.

Existing Zoning District

Abutting properties to the east are zoned R-1 One Family Dwelling and TC Town Center. South of subject site is zoned TC. West of the site is zoned R-1 and the north is zoned R-1 and R-3 Multiple Family Dwelling zoning districts. The proposed Zoning Map Amendment of the subject site and existing zoning of adjacent parcels provide a balanced, progressive transition between intensive and more environmentally forms of zoned areas.

Development Agreement

The City and the applicant was reached a development agreement [see attachement] that included a shared access drive and reciprocal parking agreement along with shared use of an emergency access between the Pontiac Youth Recreation and Enrichment Center site and the subject site toward the east that will allow police and fire access to the north end of the Village at Bloomfield at Hood Road. We ask that the Development Agreement be reviewed and approved by the Planning Commission, as part of the of this Zoning Map Amendment request.

Rezoning Criteria

The Pontiac Planning Commission and City Council must consider any of the following criteria [section 6.804, A-J] that apply to the rezoning application in making findings, recommendations, and a decision to amend the Official Zoning Map [Section 6.804]. Additionally, the section also stipulates that the Planning Commission and City Council may also consider other factors that are applicable to the application, but are not listed among the ten criteria. To assist in the evaluation of these and other criteria, we offer the following findings of fact for your consideration.

Section 6.804 provides review criteria for the Planning Commission and City Council to utilize in making its findings, recommendations, and formulating a decision. The *ten stated criteria* are listed below with our findings:

 Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.

The subject site will conform to the goals and objectives included in the City's Master Plan. The Master Plan has created Entrepreneurial districts for additive reuse of vacant buildings.

2. Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.

The site is fully developed so it's geological, hydrological, and other environmental features are no longer present on the site, except for the mature stand of woodlands at the southern edge of the site, which will be preserved.

3. Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.

The existing site itself is not conducive to redevelopment as single family use. It is clear that demolition and development costs will not provide a reasonable return on investment.

4. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

The renovation of the existing religious school dormitory is compatible with uses allowed within the R-3 zoning district and will not negatively impact neighborhood density, traffic or property values.

- 5. The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City. Without compromising the City's health, safety, and welfare; the City's utilities and services will be equal to the proposed use than a dormitory use on site.
- 6. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.

Golf Drive is a City Major Road. The proposed development will not impact the ability of this street and adjoining roads to handle potential traffic.

7. The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.

The boundaries of the rezoning are reasonable in relationship to surroundings and zoning district dimensional requirements.

8. If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

With all the previous findings of fact, the boundaries of the proposed R-3 zoning district are reasonable from the City's perspective and comply with the vision found in the City's Master Plan.

- 9. If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use. It would be inappropriate to amend the zoning text for R-1 One Family Dwelling district with its primary goal of creating settings for single family residential neighborhoods to allow multiple family apartment buildings within the zoning district.
- 10. The requested rezoning will not create an isolated or incompatible zone in the neighborhood.

 The proposed rezoning does not create an incompatible 'spot zone' within the area and it proposes reasonable continuation of more intensive zoning to the east and south.

Recommendation

Per the review requirements found in Section 6.804 of the Zoning ordinance and our findings, we suggest that the Planning Commission consider recommending to City Council the request from 819 LLC c/o DA REAL ESTATE to rezone Parcel Number 64-19-05-102-009 [application ZMA 19-01] from R-1 One Family Dwelling to R-3 Multiple Family Dwelling and recommend the Joint Development Agreement be approved as part of our recommendation to City Council.



Application for Zoning Map Amendment

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/P	roject Address: 819 Golf Drive		Office Use Only
Sidwell Nu	mber: 19-05-102-009	000000000000000000000000000000000000000	PF Number:
Date: March	26, 2019		
Planning at lea all respects wir consideration l review process	ast 30 days prior to the regularly sche th supporting documents such as site by the Planning Commission in accor is.	eduled Planning Com plan, property survey	bmitted to the Office of Land Use and Strategic mission meeting. Applications must be complete in etc. Planning staff will schedule the application for ed schedule. Incomplete applications will delay the
Applicant (p	olease print or type)		
Name	819, LLC c/o DA Real Estat	te	
Address	28575 Greenfield		
City	Southfield		
State	MI		
ZIP Code	48076		
Telephone	Main: (248) 569-7040		
E-Mail	bchalmers@cartessallc.cor	n	
Name of Pr	Property Information oposed Development: PACE OF S property is location at 819 Golf Dri fax Ave and Bagley St	ve on th	GAN & Golfview Apartments Property South Side of Golf
• •	ty is zoned: R-1		
Proposed Z	oning District: R-3	······································	
It is propos	ed that the property will be us	sed as: S. Bldg: Inno	valive care for aging individuals; N. Bldg: Apartments
The subject	property is legally described	as follows (inclu	le sidwell numbers):
Sidwell & Legal I	Description attached hereto		

<u>Property Ov</u>	vner Information		
Name	Creative Schools Management, LLC c/o Dr. Carl Byerly		
Address	4759 Owasco Court		
City	Clarkston		
State	MI		
ZIP Code	48348		
Telephone	Main: (248) 230-2972	Cell: (810) 691-6400	Fax: N/A
E-Mail	jberly@aol.com		
	Owner Agen	ing purpose (provide as r	
x			er sorvices and recreational activities, interdisciplinary team
assessment and treat	ment planning, social work services, medical and day cer	nter transportation, personal care, meals and will p	perform home chores at the participants place of residence.
Additional services per	dermed at the Pontiac Center will be Rehabilitation There	py Services, Occupational Therapy Services, Regi	stered nurso services, assistance with prosthetics/othotics,
dental/vision servic	es, medication assistance, podiatry services, audio	ology services, medication assistance, podlat	ry services, audiology services, and health education.
The north building s	hall be used for one and two-bedroom aparlmonts at	a moderate price goint to satisfy the great nee	d for moderately -priced apartments in Oakland County.
benefit if th welfare and The south bulk	e amendment is approved an /or the property rights of oth ding is occupied by a church and thea	nd why such change will neer persons located in the ster group on a month-to-month b	e manner in which the City will not be detrimental to the public vicinity of the site. asis which is not highest and best use. uilding to PACE of SE MICH for 10 - 15 years.
The north building	ng has been vacant for nearly seven year	rs so the city will benefit from an occ	upled building and increased tax revenues.
***************************************			illo serving community needs on a low-intensity and quiet basis.
Jobs and tax r	evenues will greatly increase as well,	as well as professional property i	management and capital improvements.
		Bill	Marine Land
Signature	of Owner	Signatu	re of Applicant

State of Michigan County of Oaldand

On this day of MAS. A.D., 2014, before me personally oppeared 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: 4 11 /2 6 220

LARRY ALLEN JACOB

Motary Public - Michigan
Oakland County
My Commission Expires Apr 11, 2020
Acting in the County of

819 Golf Drive Pontiac, MI 48341

<u>Sidwell Number</u> 19-05-102-009

Legal Description

T2N, R10E, SEC 5 PART OF NW 1/4
BEG AT PT DIST S 02-00-42 E 625.87
FT & N 88-09-37 E 216 FT & N 01-5937 W 261.76 FT & N 87-19-32 E 142.70
FT & N 87-37-37 E 98.42 FT FROM
NW SEC COR, TH N 87-37-37 E
427.60 FT, TH S 02-01-00 E 1269.78
FT, TH S 87-20-36 W 437.95

LANTERBURY OF DETUNCE BLVD * HUGHE CONSTRL L MEBRAS 100 LOCATION MAP

SCALE 1" = 2000'±

ZONING MAP AMENDMENT PLAN

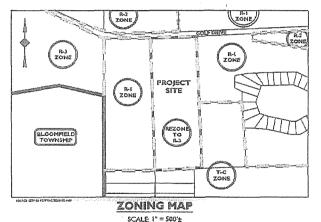
819 GOLF DRIVE

PROPOSED REZONE FROM SINGLE FAMILY ZONE (R-1) TO MULTIPLE FAMILY DWELLING ZONE (R-3)

PARCEL ID: 19-05-102-009 819 GOLF DRIVE CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN

PROJECT SITE DAKLAWW DRIVE

AERIAL MAP SCALE: 1" = 500'±



PLANS PREPARED BY:



Datroit, Mi · Rucherford, Nj · New York, NY Princecon, NJ - Tampa, FL www.stonelicideng.com

28454 WOODWARD AVENUE ROYAL OAK, MI 48067 Phone 248.247.1115

SHEET IN	
Drawing Title	SMEET S
COME INCET	D-1
CHERT WE KIN	8-1
CONCETTURE STITZ PLAN	5-3
STEPLES ADDRE	84

APPLICANT

SID, ILC. OD DE FERE ENTATE
SITIS GENERATED RODE
10UTHHELD, MICHELLE ESTELLE
BOYALTESSES
BOYALTESSES

OWNER

or car your for car your fir owased court for such asses gong tranti gong tranti great trans

CONTENTS

PROPOSED MIXED USE BUILDING

R MULTI-FAMILY APARTMENTS

CONCEPT C (COVER)

C-1

Legal Description

TZM, R162, 35C 5 PART OF NW W8 8EG AY PF 9231 3 02-00-02 E 825.07 FF 6 N 69-00-37 E 216 FT 6 N 61-03-37 W 261.76 F 6 4 H 47-05 E 1 427.07 FT 8 H 67-03-1 FT FROM NW 8EG COR, TH 6 27-37-37 E 427.69 FT, 198 024-109 E 103.70 FT, 19 627-02-38 W 637-05

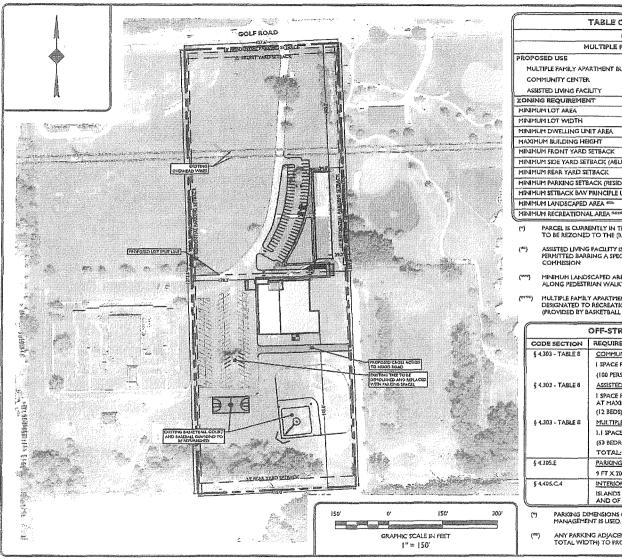


TABLE OF LAND USE AND ZONING PARCEL ID:19-05-102-009 MULTIPLE FAMILY DWELLING DISTRICT (R-3) * PROPOSED USE MULTIPLE FAMILY APARTHENT BUILDING (3+) PERMITTED USE COMMUNITY CENTER PERMITTED USE ASSISTED LIVING FACILITY SPECIAL LAND USE *** ZONING REQUIREMENT REQUIRED PROPOSED MINIMUM LOT AREA 113,600 SF (2.61 AC) 550,096 SF (12.63 AC) HTOW TO I MUNIMIN 80 FT 427.6 FT MINIMUM DWELLING UNIT AREA 600 SF PER UNIT 400 SE MAXIMUM BUILDING HEIGHT < 35 57 35.FT MINIMUM FRONT YARD SETBACK 345.2 FT 25 FT MINIMUM SIDE YARD SETBACK (ABUTTING LOT) 39.2 FT 5 FT MINIMUM REAR YARD SETBACK 30 FT 445,0 FT MINIMUM PARKING SETBACK (RESIDENTIAL ZONE) 10 FT 940FT MINIMUM SETBACK BAY PRINCIPLE USES 62.2 FT 20 FT MINIMUM LANDSCAPED AREA *** > 5% 5% (0.63 AC)

PARCEL IS CURRENTLY IN THE (R-1) ONE FAMILY DWELLING DISTRICT, AND IS PROPOSED TO BE REZONED TO THE (R-3) MULTIPLE FAMILY DWELLING DISTRICT.

5% (0.63 AC)

> 5%

- ASSISTED LIVING FACILITY IS A SPECIAL LAND USE IN THE R-3 DISTRICT, AND MAY BE PERMETTED BARRING A SPECIAL LAND USE REVIEW AND APPROVAL BY THE CITY PLANNING COMMISSION
- MINIMUM LANDSCAPED AREA CAN ONLY INCLUDE FRONT & SIDE YARDS, AS WELL AS ALONG PEDESTRIAN WALKWAYS, PLAZAS, AND DECORATIVE ELEMENTS
- MULTIPLE FAMILY APARTMENT BUILDING (3+ UNITS) 5% OF GROSS SIFE AREA MUST BE DESIGNATED TO RECREATIONAL USES, PER CODE 2:504 G. (PROVIDED BY BASKETBALL COURT & BASEBALL FIELD)

	OFF-STREET PARKING REQUIREMENTS	
CODE SECTION	REQUIRED	PROPOSED
§ 4.303 - TABLE 8	COMMUNITY CENTER:	33 SPACES
	I SPACE PER 3 PERSONS AT MAX. CAP.	
	(100 PERSONS)(1/3 PERSONS) = 33 SPACES	
§ 4.303 - TABLE 8	ASSISTED LIVING FACILITY:	27 SPACES
	I SPACE PER 0.5 BEDS + 0.5 SPACES PER EMPLOYEE AT MAXIMUM SHIFT	
	(12 BEDS)(0.5/BED) + (0.5)/(6 EMPLOYEE) = 27 SPACES	
8 4.303 - TABLE 8	MULTIPLE FAMILY APARTMENTS:	58 SPACES
	1.1 SPACES PER BEDROOM	
	(53 BEDROOMS)(1.1 SPACES/BED) = 59 SPACES	
	TOTAL: 33 + 27 + 58 = 118 SPACES	II8 SPACES
§ 4.305.E	PARKING DIMENSIONS: #7	9 FT X 20 FT
	9 FT X 20 FT* W/ 20 FT AISLE	W/ 20 FT AISLE
§ 4.405.C.4	INTERIOR PARKING LANDSCAPING:	PROVIDED
	ISLANDS ARE TO BE A MINIMUM OF A FT WIDE. AND OF 180 SF	

- PARKING DIMENSIONS CAN BE REDUCED BY 2 FT IF LOW IMPACT STORM MANAGEMENT IS USED. (BIORETENTION, INFILTRATION, FERVIOUS PAVEMENT, ETC.)
- ANY PARKING ADJACENT TO LANDSCAPING MUST INCLUDE AN EXTRA 18" (10.5" TOTAL WIDTH) TO PROVIDE ADEQUATE DOOR CLEARANCE

949 LLC.

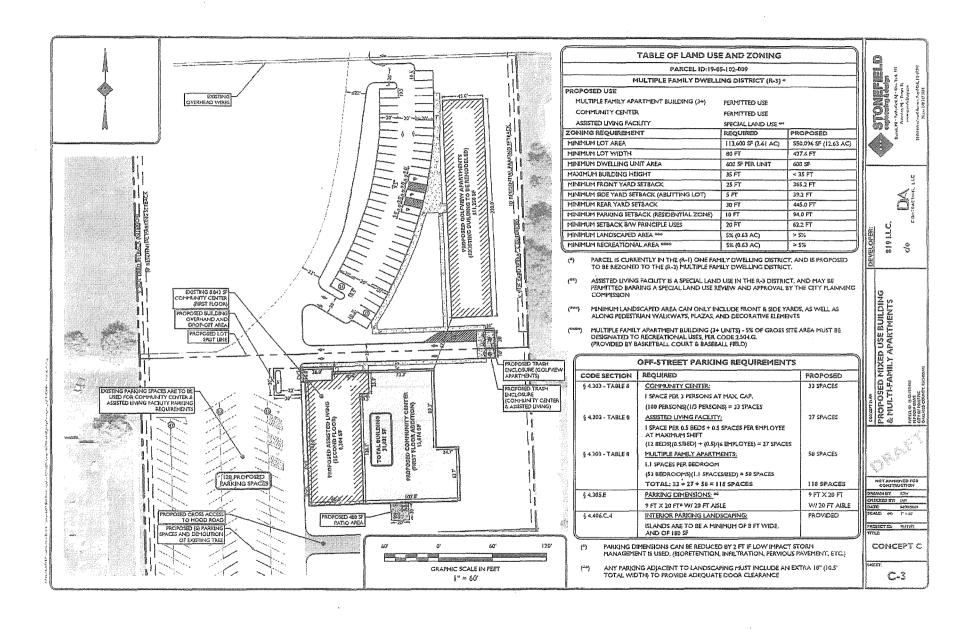
PROPOSED MIXED USE BUILDING & MULTI-FAMILY APARTMENTS

MOT APPROVED FOR CONSTRUCTION

HECKED SY: IA

CONCEPT C (OVERALL)

C-2





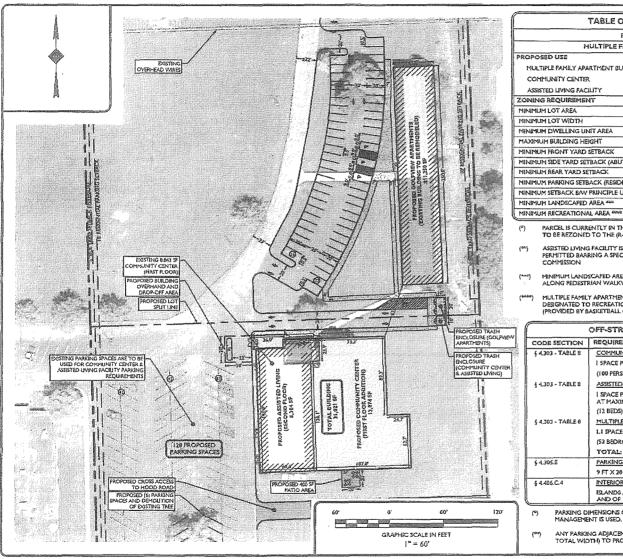


TABLE OF LAND USE AND ZONING

PARCEL ID:19-05-102-009

MULTIPLE FAMILY DWELLING DISTRICT (R-3) *

PROPOSED USE		
MULTIPLE FAMILY APARTMENT BUILDING (3+)	PERMITTED USE	
COMMUNITY CENTER	PERMITTED USE	
ASSISTED LIVING FACILITY	SPECIAL LAND USE **	
ZONING REQUIREMENT	REQUIRED	PROPOSED
MINIMUM LOT AREA	113.600 SF (2.61 AC)	550,095 SF (12.63 AC)
MINIMUM LOT WIDTH	80 FT	427,6 FT
MINIMUM DWELLING UNIT AREA	600 SF PER UNIT	600 SF
MAXIMUH BUILDING HEIGHT	35 FT	< 35 FT
MINIMUM FRONT YARD SETBACK	25 FT	365.2 FT
MINIMUM SIDE YARD SETBACK (ABUTTING LOT)	5 FT	39.2 FT
MINIMUM REAR YARD SETBACK	30 FT	445,0 FT
MINIMUM PARKING SETBACK (RESIDENTIAL ZONE)	10 FT	94,0 FT
MINIMUM SETBACK B/W PRINCIPLE USES	25 FT	62.2 FT
MINIMUM LANDSCAPED AREA ****	5% (0,63 AC)	> 5%

- PARCEL IS CURRENTLY IN THE (R-1) ONE FAMILY DWELLING DISTRICT, AND IS PROPOSED TO BE REZONED TO THE (R-3) MULTIPLE FAMILY DWELLING DISTRICT,
- ASSISTED LIVING FACILITY IS A SPECIAL LAND USE IN THE IR-3 DISTRICT, AND MAY BE PERMITTED BARRING A SPECIAL LAND USE REVIEW AND APPROVAL BY THE CITY PLANNING COMMISSION

5% (0.63 AC)

> 5%

- MINIMUM LANDSCAPED AREA CAN ONLY INCLUDE FRONT & SIDE YARDS, AS WELL AS ALONG PEDESTRIAN WALKWAYS, PLAZAS, AND DECORATIVE ELEMENTS
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OFF-STREET	Parking	REQUIREMENTS

	OUT-OTHER TANGENT TENEDOTTE	
CODE SECTION	REQUIRED	PROPOSED
§ 4.303 - TABLE 8	COMMUNITY CENTER:	33 SPACES
	I SPACE PER 3 PERSONS AT MAX. CAP.	
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- ANY PARKING ADJACENT TO LANDSCAPING MUST INCLUDE AN EXTRA 18" (10.5" TOTAL WIDTH) TO PROVIDE ADEQUATE DOOR CLEARANCE

BIS LLC. Ş

PROPOSED MIXED USE BUILDING



CONCEPT C

(AERIAL)





PACE Southeast Michigan Narrative

PACE SE Michigan is looking to open its sixth facility in Metro Detroit in Pontiac with current facilities in Warren, Sterling Heights, Detroit, Southfield and Dearborn. PACE provides innovative care for aging individuals. Our goal is to provide our frail senior community members with the care, medical treatment and support they need to achieve the highest quality of life — while staying independent as long as possible. Our elder care experts offer an alternative to nursing home placement that features comprehensive, coordinated care for a senior's medical, social and physical needs, while also providing peace of mind for family caregivers.

PACE uses Medicare, Medicaid and private funds to cover all of your medically necessary care and services. This is accomplished through an Expert Care Team which is a group of dedicated and experienced health professionals who will work with you and your caregivers to create a complete, personalized care plan designed around the seniors medical, physical and social needs.

Once enrolled, the Pontiac Day Center will have participants transported to the location on our buses. At the center we will have Social Services including: Day center services and recreational activities, Interdisciplinary Team assessment and treatment planning, social work services, medical and day center transportation, personal care, meals and will perform home chores at the participants place of residence. Additional services performed at the Pontiac Center will be Rehabilitation Therapy Services, Occupational Therapy Services, Registered nurse services, assistance with prosthetics/orthotics, dental/vision services, medication assistance, podiatry services, audiology services, health education.

In addition, PACE will provide transportation and assistance for all primary care services, pharmacy services, hospital care, laboratory services, x-rays and diagnostic services, emergency services and skilled home health services. These services ARE NOT PERFORMED at the Pontiac Center but at our affiliated partners where we transport and assist these frail seniors with these services.

We can give tours of any of our facilities and would appreciate the opportunity to show these to you so you can see our staff and seniors in action.

Greenhouse Modeled Senior Living

This model serves as an alternative to seniors who need to be referred to an assisted living center and are determined to not be safe in their current home environment based on a multitude of factors. Current seniors from most of our sites are referred to qualified providers. In our Detroit location, this housing alternative is connected to our facility allowing seniors with reduced transportation time and a higher quality of life.

Based on a philosophy of person directed and relationship-based care. This model is focused on improving resident's quality of life while maintaining clinical excellence. The philosophy is operationalized through small homes where intentional communities, self-directed teams of caregivers and private living spaces support normal and flexible daily routines that can meet individuals needs and preferences.

The highest level of skilled nursing care is provided in this setting for both residents in long-stay residence and those receiving short-stay, post-acute care. The resident is recognized and valued as a unique individual with the right to live a private life in a private place. Staff members are motivated to know each resident and honor the autonomy and choices of those living in the home. The home supports the growth of an intentional community where there are reciprocal relationships between residents, families and staff. This challenges each home to foster a culture based on meaningful activity, simple pleasures and enjoyment. The model promotes maximal functional independence while understanding that risk is a normal part of life.



This model home is a self-contained residence designed to the scale and décor of a private home. Ten to twelve residents live in the home, each with a private bedroom and full bathroom. Meals are prepared in a fully functional, open kitchen. The dining table supports a normal and social dining-experience. A living room with a fireplace (not gas or woodburning but new technology facsimile) together with the dining room and open kitchen, is the center of life in the home. Access to outdoors is maximized either through a patio or balcony. The design supports both private and communal spaces for those living and working there. The physical space is not meant to be homelike but to be a true home in all respects.

Again, we would appreciate the opportunity to allow Pontiac's eligible senior population to experience what our team has to offer.

Thanks,

Gord Sommerville







What is PACE Southeast Michigan?

PACE Southeast Michigan is a Program of All-Inclusive Care for the Elderly (PACE®) provider. PACE Southeast Michigan is a unique health plan providing comprehensive medical care to eligible older adults in the community. This plan serves seniors with chronic care needs by providing access to the full continuum of preventive, primary, acute and long-term care services. This means PACE Southeast Michigan and its care providers are the same people who work with the senior and caregivers to make decisions regarding their care. All Medicare and Medicaid covered services are included as recommended and are authorized by the PACE Southeast Michigan Interdisciplinary Team. We oversee the level of care needed to keep seniors in their homes for as long as possible. PACE Southeast Michigan provides a range of services 24 hours a day, seven days a week, 365 days a year.

Why is PACE Southeast Michigan special?

PACE Southeast Michigan provides health and social services in the Day Health Center and in the participant's home. We coordinate services to embrace physical, mental and social well-being. No higher authorities will overrule what the senior, doctor and other care providers agree is best for the senior.

Who qualifies for the PACE Southeast Michigan benefit?

A person qualifies for this program if he or she is:

- 55 years of age or older
- Live in the PACE Southeast Michigan service area which includes all of Macomb county, and most of Wayne and Oakland counties. For more information about a specific location, please call 855-445-4554 or visit www.pacesemi.org
- · Eligible for nursing facility level of care as certified by the State of Michigan
- · Able to live safely in their own home or community with support from PACE Southeast Michigan

Southfield Center 24463 W. 10 Mile Rd. Southfield, MI 48033

Thome Rivertown Center 250 McDougall St. Detroit, MI 48207

Dearborn Center 15401 N. Commerce Dr. Dearborn, MI 48120 Sterling Heights Center 35501 Mound Rd. Sterling Heights, MI 48310 Warren Center 30713 Schoenherr Rd. Warren, MI 48088

How does someone enroll?

The first step is to call our intake coordinator at 855-445-4554. Our intake coordinator will explain the program and eligibility requirements to you. If the coordinator determines that eligibility is met, a home visit with our intake team will be scheduled. Once the home assessment is complete and if the person is eligible, the individual (with family members/caregiver) may visit the Day Health Center and meet the entire team to develop an individualized care plan.

Are prescription drugs covered?

All prescription and non-prescription drugs deemed necessary by the Interdisciplinary Team are paid for by PACE Southeast Michigan.

How much does PACE Southeast Michigan cost?

PACE Southeast Michigan receives monthly payments from Medicare and Medicaid to cover services for its participants. Seniors who have both Medicare and Medicaid pay nothing more for the program. Seniors who have only Medicare can pay privately monthly. A PACE Southeast Michigan participant may be fully responsible for the cost of medical services from an out-of-network provider or without previous authorization (except for emergency services).

Do participants attend the Day Center every day?

On average, PACE Southeast Michigan participants attend the Day Center two days a week. Center attendance is based on individual needs and can range from once a week to several days a week, as deemed necessary by the Interdisciplinary Team.

How do people get to PACE Southeast Michigan?

Once a participant is enrolled, transportation is provided by PACE Southeast Michigan to the Day Health Center, appointments to medical specialists and activities arranged and approved by the Interdisciplinary Team. A specially equipped bus picks up participants at home and brings them to PACE Southeast Michigan for the day. Families may also choose to transport their loved ones to PACE Southeast Michigan.

What takes place at the Day Health Center?

Participants may get medical check-ups, receive therapy, meet with their social worker and have medication filled on-site. Participants eat a healthy breakfast and hot lunch while enjoying social and recreational activities with other participants.

What about your personal doctor and specialists?

Participants of PACE Southeast Michigan agree to receive all health care services from PACE Southeast Michigan's Interdisciplinary Team. Participants use PACE Southeast Michigan primary care physicians and network of providers. The success of the PACE® program is based on creating and managing the participant's entire care plan with one team. When people enroll, they agree to lock-in to our network of providers and use the services arranged by the PACE Southeast Michigan Interdisciplinary Team (except for emergency services.)





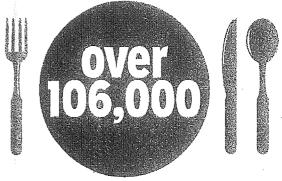
PACE Southeast Michigan at a Glance

855-445-4554

www.pacesemi.org

1,000

of participants and caregivers served since the beginning of operations



meals provided per year

lillassagyjualan patalang

PACE Southeast Michigan serves seniors

- -55 years or older
- Certified to meet nursing-home care
- -Live in the PACE service area
- Able to live safely with support of PACE

Southfield Center 24463 West Ten Mile Rd. Southfield, MI 48033

Dearborn Center 15401 N. Commerce Dr. Dearborn, MI 48120

Over prescriptions filled in a year

Over participant visits to our center clinics per year

~ 28,285

hours of home care provided per year

(Includes grooming, meal preparation, cleaning, and other home services)

As a PACE Southeast Michigan participant, all health care services are provided and arranged by your personal health care team. PACE participants may be fully liable for the costs of medical services from an out-of-network provider or without prior authorization with the exception of emergency services.

Thome Rivertown Neighborhood

250 McDougall Detroit, MI 48207

Sterling Heights Center 35501 Mound Rd. Sterling Heights, MI 48310 Warren Center 30713 Schoenherr Warren, HI 48088

Hoose Inc

#12 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 19-03 REQUEST AN APPEAL OF PLANNING COMMISSION DECISION

A & S KAJY ENTERPRISE, INC. | 1124 JOSLYN AVENUE | JOSLYN BEVERAGE

SPECIAL EXCEPTION PERMIT FOR A SDD LIQUOR LICENSE

DATE:

JUNE 11, 2019

At the April 3, 2019 Planning Commission meeting, the Commission reviewed a Special Exception Permit request [SEP 19-03] for retail sale of packaged liquor at 1124 Joslyn Avenue and 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. Mr. Kajy and Mr. Abro will be present at the City Council meeting to seek an appeal of Planning Commission vote to deny a Special Exception Permit for a Special Designated Distributor [SDD] license [see correspondence from Mr. Gus Abro dated May 13, 2019].

Joslyn Beverage currently sells packaged beer and wine, which was approved by City Council on March 18, 2010 [see attached meeting minutes]. 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.

Currently, St Paul Community Lutheran Church and Bible Fellowship Christian Church are located within 500 feet of the retail sale of packaged liquor and three convenience retail businesses [Joslyn Market, Trademark Liquor and King Liquor] sell packaged alcoholic beverages are within one mile of Joslyn Beverage.

See following resolutions to either Approve or Deny an Appeal of Planning Commission decision to grant or not grant a Special Exception Permit for a Special Designated Distributor [SDD] license.

Resolution to Approve Appeal [19-03]

WHEREAS, the City has received an application for a Special Exception Permit for parcel 64-14-16-402-030, also known as 1124 Joslyn Avenue from the Applicant, A & S Kajy Enterprise, Inc., 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 not 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 April 3, 2019 a Public Hearing was held, the Planning Commission voted to deny the request the sale of packaged liquor at 1124 Joslyn Avenue.

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.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Pontiac to appeal Planning Commission decision to grant a Special Designated Distributor license at parcel 64-14-16-402-030, also known as 1124 Joslyn Avenue from the Applicant, A & S Kajy Enterprise, Inc.

Resolution Vote:

YES: **Approve the Appeal to GRANT** a Special Exception Permit for a Special Designated Distributor [SDD] license.

Resolution to Deny Appeal [19-03]

WHEREAS, the City has received an application for a Special Exception Permit for parcel 64-14-16-402-030, also known as 1124 Joslyn Avenue from the Applicant, A & S Kajy Enterprise, Inc., 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 not 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 April 3, 2019 a Public Hearing was held, the Planning Commission voted to deny the request the sale of packaged liquor at 1124 Joslyn Avenue.

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.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Pontiac concur with the Planning Commission decision and deny the appeal to grant a Special Designated Distributor license at parcel 64-14-16-402-030, also known as 1124 Joslyn Avenue from the Applicant, A & S Kajy Enterprise, Inc.

Resolution Vote

YES: **Deny the appeal to NOT GRANT** a Special Exception Permit for a Special Designated Distributor [SDD] license.

en granden og det en ere er	4-8-2019	(SEP 19-03)
	A&B Joslyn, LLC	
/ .h.	1124 Joslyn	
	Pontracy MI 48342	10 APR -9
	To tubor it man access	-
	To whom it may concern;	9: UERH
	I Alag Kajy, owner of Aq	B Joslyn, LLC located
	at 1124 Joslyn Pontiac MI 48342	L 15 appealing
	the denial of SDD Lizense tha	t was discussed
	at Planning Commission Meeting	an April 3, 2019.
•	I feel that this denial wa	s unfair do to
	He facts of the stores that wer	z Henhonel in my
<u> </u>	meeting (SEP 19-03). I do feel	that my Store
	closs fall in to compliance will	h the ratio of
	an'inule.	
	I would like to thank the	Commitee for their
	time for revening the Materials	

 $C_{V_{0}}^{\pi}$



Gus J. Abro, Attomey

248.723.4545 phone 248.598.4049 fax gus@abrolaw.com e-mail

500 S. Old Woodward Second Floor, Suite 200 Birmingham, Michigan 48009

May 13, 2019

Council President, City Council, and Honorable Mayor City of Pontiac 47450 Woodward Ave. Pontiac, Michigan 48342-5009

RE:

SEP 19-03 - Special Exception Permit Request

Appilicant: A & S Kajy Enterprises, Inc. / A & B Joslyn, LLC

Proposed Application: SDD Liquor License approval

To the Council President, Members of the Pontiac City Council, Honorable Mayor:

Our law firm represents A & S Kajy Enterprises, Inc. ("Kajy"). Please allow this letter to serve as an appeal to you of an April 30, 2019 denial by the City of Pontiac, Department of Building Safety, Planning Division ("Planning Commission") for a Special Exception Permit. Said request pertains to Kajy's application to transfer a Specially Designated Distributor ("SDD") liquor license from Madison Heights to the City of Pontiac, as follows:

Kajy is located at 1124 Joslyn Road, Pontiac, MI 48340 (the "Location") and has operated at the Location as a family style grocery/market since 2010. When Kajy opened in 2010 it had applied for and was granted by the State of Michigan, Department of Licensing and Regulatory Affairs, Liquor Control Commission (the "LCC") an Specially Designated Merchant ("SDM") beer and wine license, which was also approved by the Planning Commission for use at the Location, allowing Kajy to sell beer and wine.

Through the years, Kajy has been a very community-oriented business. It is very common for Kajy to support local churches, law enforcement, children's and other organizations,

as well as athletic teams, financially, and in various other ways. It is fair to say that Kajy is a very-well respected and liked business establishment in the community. Kajy gives back to the community, its customers and many charities the benefit the City of Pontiac and the community at large.

Recently, Kajy applied to the LCC to transfer a certain SDD liquor license it had purchased from a similar establishment located in Madison Heights to the Location. The SDD license would permit Kajy to sell packaged liquor at the store.

The LCC reviewed the application, performed its due diligence, conducted a full investigation and ascertained that Kajy, as well as its sole-owner Mr. Alaa Kajy, were of proper character and standing to qualify for such transfer. The LCC found, however, that Kajy was within 500 feet of two churches in contravention of MCL 436.1503(1) which would prohibit the transfer of the SDD license to the Location because the Location was within 500 feet of two churches. Noting MCL 436.1503(4), however, which grants the LCC authority to waive this rule if the churches in question do not object to the transfer. As such and without any objection from the churches, on March 27, 2019 the LCC approved of the transfer (see attached Exhibit 16). The two churches in question, St. Paul Community Lutheran Church, by and through Pastor Jon Trinklein, and the Bible Fellowship Christian Church, by and through District Elder Charles E. Thompson, Pastor, not only did not object, but both affirmatively represented, in writing, their approval that Kajy be granted the SDD license. (Exhibit 1 and Exhibit 2).

Contemporaneous with its application to the LLC, Kajy, on or about January 29, 2019, voluntarily submitted an Application for Special Exception Permit with the City of Pontiac and paid the requisite \$1,000 fee. As such, Kajy was seeking approval by the Planning Commission.

Kajy requested their approval, and on April 7, 2019, a Planning Commission meeting was held wherein, among several other things, Kajy's request was considered.

Contrary to the LCC approval, the Planning Commission denied the request. The denial was based on two paragraphs of Section 2.515 of Pontiac's Zoning Ordinance: (1) that an applicant not be within 500 feet of two churches, and, as noted above, St. Paul Community Lutheran Church and the Bible Fellowship Christian Church, are within 500 feet of Kajy, and (2) that no more than two stores selling packaged liquor are permitted within one mile; the Planning Commission argued that there exists <u>three</u> such stores within one mile: King's Liquor, Trademark Liquor, and Joslyn Market.

For the following reasons, Kajy requests that the Planning Commission decision be reviewed and reversed, and that Kajy be allowed to transfer his SDD license to the Location.

1. The Churches and the community approve of the transfer.

City of Pontiac, Zoning Ordinance 2.515(A), which became effective February 2, 2012, provides as follows:

Section 2.515 Retail Sales (packaged alcoholic beverages)

A. The property shall be located no less than 500 feet, except as provided below at paragraph "c", from any and all: churches or similar places of worship, parks, playgrounds, daycare facility, pre- &/or K-12 schools.

MCL 436.1503 is similar providing as follows:

The [LCC] commission shall deny . . . a request to transfer location of an existing license if the contemplated location is within 500 feet of a church or a school building.

Section 503(4) of the Liquor Control Code requires, however, an objection by the churches involved in order to hold a hearing as to whether the applicant is in violation of MCL 436.1503.

Here, the LCC wrote a letter to both the Bible Fellowship Christian Church and the St. Paul Community Lutheran Church advising them of Kajy's application and requesting whether either objected to the transfer. (Exhibit 3 and Exhibit 4). If no objection is filed, then the application proceeds. No objection was presented.

On March 5, 2019, Pastor Charles E. Thompson of Bible Fellowship Christian Church wrote:

"You are such a positive business owner in our community. We appreciate your willingness to allow organizations to post flyers on your news bulletin. The community kids and adults feel that you treat them like family. Your caring attitude towards the customers is greatly appreciated and your generosity towards our organization will always be remembered.

Thank you for all you do in this community and for the City of Pontiac. We acknowledge that we do not have any problems with your products and services. We are praying for you and your family."

Sincerely, [Signed] District Elder Charles E. Thompson

(Exhibit 1).

On March 6, 2019, Pastor Jon Trinklein, of St. Paul Community Lutheran Church, wrote as follows:

"To Whom It May Concern,

On behalf of St. Paul Lutheran Church, I Pastor Jon Trinklein, and St. Paul have no objection for [Kajy] to have their license renewed for the sale of alcoholic beverages."

Sincerely, [Signed] Pastor Jon Trinklein

(Exhibit 2).

These two letters establish that the two effected churches, Bible Fellowship Christian Church and St. Paul Community Lutheran Church, not only do not object to the Planning

Commission approving the transfer of Kajy's SDD license to the Location, but that, also, they affirmatively approve of it, in great part due to the positive impact Kajy has had in the community.

There having been no objections by either church, the LCC waived its prohibition against packaged liquor being sold within 500 feet of a church, and approved Kajy's application (Exh. 16).

It must be noted that, not only did the two churches involved not object to, but rather supported Kay's application, also the many members of the community at the April 7 hearing.

Several members of the community testified at the April 7 hearing in support of Kajy, as follows:

Mike Cobis stated that he's known Mr. Kajy since he opened the business, that Mr. Kajy is a man of integrity, that he gives back to the community, donates to churches, helps people out when they are down on their luck, that he takes pride in his business, and that he holds customer appreciation days. (Exhibit 5, April 30, 2019 Transcript, p 75, lines 7-14).

Belinda Douglas stated that Mr. Kajy is well accepted and respected in the neighborhood and community. (Exhibit 5, April 30, 2019 Transcript, p 75, lines 21-22).

Robert Huttenhower stated that Kajy has been very well received, takes care of the neighborhood, upgraded the property and made it stand out so that it shines, that you couldn't ask for a better business owner and couldn't ask for a better friend, that Kajy would help out and give the shirt off his back to help, and that his request should be granted. (Exhibit 5, April 30, 2019 Transcript, p 76, lines 1-9).

Billy Viverette stated that Kajy brings good to the neighborhood, the kids love him, that if he can help in any way he does so, that he's a credit to the neighborhood, , and that Kajy's

request should be granted. (Exhibit 5, April 30, 2019 Transcript, p 76, line 21 through p 77; line 4).

The sole person speaking against Kajy was an Council woman who argued a strict interpretation of the ordinance, but said nothing negative about Kajy. (Exhibit 5, April 30, 2019 Transcript, p 76, lines 14-18).

Further, Kajy has obtained the signatures of hundreds of members of the community who are in support of Kajy with regard to his application. (Exhibit 6).

The Planning Commission should follow the lead of the LCC, the churches involved, and the community in general, and waive its Zoning Ordinance 2.515 as it relates to the two churches involved. Kajy respectfully asks for your support.

2. <u>The Zoning Commission's one mile rule has not been violated.</u>

City of Pontiac, Zoning Ordinance 2.515(B), which became effective February 2, 2012, provides in pertinent part as follows:

Section 2.515 Retail Sales (packaged alcoholic beverages)

B. Not more than 2 properties upon which the retail sale of packaged alcoholic beverages is permitted shall be located within 1 mile.

At that time, as well as currently, no method of measurement was proscribed. Further, this section, by not defining a system of measurement, and not providing the start and stopping point of the one mile ("located within 1 mile" of what?") can fairly be described as **ambiguous**.

A method of dealing with a regulatory ambiguity is to look for guidance from legislation involving a similar subject matter. *People v Bugaiski*, 224 Mich App 241; 568 NW2d 391 (1997).

At the time City of Pontiac Zoning Ordinance 2.515(B) was passed, Michigan Liquor Control Regulation Rule 436.1133 was in effect. Rule 436.1133, which was very similar to the City of Pontiac Ordinance 2.515(b), provides as follows:

An application for a new specially designated distributor license or for the transfer of location of an existing specially designated distributor license shall not be approved by the commission if there is an existing specially designated distributor license located within 2,640 feet of the proposed site. *The method of measurement shall be as prescribed in* section 503 of 1998 PA 58, *MCL* 436.1503.

MCL 436.1503, the statute for measurement purposes noted immediately above, provides the following, with the pertinent portion for measuring distances highlighted:

(1) The commission shall deny a new application for a license to sell alcoholic beverages at retail or a request to transfer location of an existing license if the contemplated location is within 500 feet of a church or a school building. The distance between the church or school building and the contemplated location must be measured along the center line of the street or streets of address between 2 fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the part of the church or school building nearest to the contemplated location and from the part of the contemplated location nearest to the church or school building.

The MLCC website is in accord. MLCC's own website provides a description as to how to measure pursuant to MCL 436.1503. (See attached Exhibit 7). In the application the MLCC provides the "Method of Measurement Under MCL 436.1503", stating:

- 1. Determine the shortest *route* between two lines.
- 2. Create a beginning and ending point by projecting two lines, at right angles to the center line, from the part of the church or school building nearest to the contemplated location and from the part of the church or school building. (This is the blue line in the image below. Note that you project your lines from the structure, not the parking lot).
- 3. Measure the distance between the two points located in the center of the road (green line). *If any turns are taken*, measure to the center of the intersection, and then turn, continuing down the center line of the road you have turned onto.

This was the existing system of measurement used by the State of Michigan and the Michigan Liquor Control Commission at the time Zoning Ordinance 2.515(B) was written, and had been in existence and used for over 14 years. For example see Exhibit 8, In The Matter of the Request of Sal's Market, Inc., Michigan Liquor Control Case No. 751989 with a map on the last page showing drawings that comply with the above system of measurement; see Exhibit 9, Further, Michigan Liquor Control Commission Case No. 613791 regarding Rite Aid of Michigan, Inc., SDD survey and Investigation Report and the drawings attached thereto that comply with the above described system of measurement.

The drafters of the Zoning Ordinance 2.515(B) would have stated an intent to deviate from this existing system if in fact they intended the ordinance to provide otherwise. *They did not*. Therefore, the system of measurement described above must be used when making measurements pursuant to Zoning Ordinance 2.515(B).

Applying this measurement standard above, neither King's Liquor nor Trademark Liquor are within one mile of Kajy.

Using Mapquest, King's Liquor is 1.04 miles away. (Exhibit 10).

Using Google Maps, Kings Liquor is 1.10 miles away. (Exhibit 11).

Using Mapquest, Trademark Liquor is 1.05 miles away. (Exhibit 12).

Using Google Maps, Trademark Liquor is 1.10 miles away. (Exhibit 13).

It is conceded herein that Joslyn Market is within one mile of Kajy.

Under both Mapquest and Google Maps, computerized systems used worldwide and free from bias, both King's Liquor and Trademark Liquor are more than one mile from Kajy. Only Joslyn Market is within one mile of Kajy. Therefore, Section 2.515 of Pontiac's Zoning Ordinance prohibiting more than two SDD license holders within one mile of the applicant,

would not be violated if Kajy's request were approved, because only one other store, Joslyn Market, is within one mile of Kajy.

3. Equal Protection Under the Law.

The Constitution of Michigan of 1963, Article 1, provides as follows:

"No person shall be denied the equal protection of the laws; ..."

Here, the Zoning Commission admits, in arguing that there are three establishments within one mile of Kajy, that, at some point in time, one the of the subject stores had requested approval of the sale of packaged alcohol when there had already been two (2) stores who had already been approved and established selling packaged alcohol within the subject area. Allowing that third store was in breach of Section 2.515. Yet that third store was allowed the SDD license clearly in violation of the City's Zoning Ordinance 2.515. In other words, because Kajy had already been established and open for business, with the proper City and state approvals, at the time the Lav Liquor, Inc. (King's Liquor) and Joslyn Liquor, Inc. (Joslyn Food Market) applied for city approval and there already existed two other approved packaged alcohol retailers in place, both King's Liquor and Joslyn Food Market should have been denied the right to sell packaged alcohol. Had these subsequently approved locations (King's Liquor and Joslyn Food Market) not been allowed to sell packed alcohol, in violation of Section 2.515, then Kajy would have been approved and this matter would not be an issue whatsoever. That being the case, Kajy should be afforded equal protection under the law and its SDD license transfer request approved.

Furthermore, Exhibit 14 evidences another situation where the City of Pontiac allowed an establishment an SDD license in violation of Section 2.515. On May 23, 2016, the Zoning

Commission allowed an SDD variance in the application of Baldwin Express, Inc. which similarly exceeded the two store limit. (Exhibit 14). This approval is clearly a violation of Section 2.515.

Kajy must be afforded the same equal application of the law as the two stores above, as well as many others throughout the City of Pontiac, by having its SDD license approved.

4. The Planning Commission erred in finding that Kajy is a gas station.

The Planning Commission decision found that Kajy is a gas station establishment. (Exhibit 15). It is not a gas station, and does not sell gas. It is unknown how or why the Planning Commission found that Kajy is a gas station; no one at the hearing testified in any manner using or implying the words "gas station" in relation to Kajy, and no words were stated or implied in any pertinent writing that Kajy was a gas station. Again, Kajy is a family-oriented grocery/market that sells perishable goods and many healthy and health conscious items to the local community.

Upon information and belief, the conclusion that Kajy is a gas station improperly tainted the Planning Commission's determination to deny Kajy's application. Kajy must be viewed as a family-oriented market/grocery store, and as a viable and important member of the community.

CONCLUSION

Let it be known that it is the mission of A & S Kajy Enterprises, Inc. and Alaa Kajy to serve the citizens of Pontiac by committing to help provide an enhanced quality of life for all and by fostering a vision of a family-friendly community that is a great place to live, work and play.

For the reasons set forth above, Applicant A & S Kajy Enterprises, Inc. respectfully respects that this Honorable Council reverse the decision of the Planning Commission and approve its request for a transfer its SDD license to 1124 Joslyn Road, Pontiac, MI 48340.

Respectfully submitted,

ABRO LAW FIRM

By: Gus J. Abro (P62916) 500 S. Old Woodward Second Floor, Suite 200 Birmingham, MI 48009

(248) 723-4545

gus@abrolaw.com

Attorney for A & S Kajy Enterprises, Inc.

GA/gja Enclosure



1106 Joslyn Avenue • Pontiac, Michigan 48340 248-239-0066 • Fax: 248-239-0055

Dear: Al

You are such a positive business owner in our community. We appreciate your willingness to allow organizations to post flyers on your news bulletin. The community kids and adults feel that you treat them like family. Your caring attitude towards the customers is greatly appreciated and your generosity towards our organization will always be remembered.

Thank you for all you do in this community and for the City of Pontiac. We acknowledge that we do not have any problems with your products and services. We are praying for you and your family.

Sincerely,

District Elder Charles E. Thompson, Pastor





St. Paul Community Lutheran Church 1133 Joslyn Avenue Pontiac, MI 48340 (248) 758-9019

March 6, 2019

To Whom it May Concern,

On behalf of St. Paul Community Lutheran Church, I, Pastor Jon Trinklein, and St. Paul have no objection for Joslyn Beverage, 1124 Joslyn Road, Pontiac, Michigan to have their license renewed for the sale of alcoholic beverages.

.Sincerely,

Pastor Jon Trinklein

Emall: StPaulOffice1133@gmail.com

Website: stpaulpontiac.com



RICK SNYDER GOVERNOR

STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LANSING

SHELLY EDGERTON

May 7, 2019

VIA CERTIFIED MAIL 70153430000094720647

Bible Fellowship Christian Church 1106 Josfyn Avenue Pontiac, MI 48340

RE: RID 1902-02552

Dear Pastor Thompson:

This letter is to inform you that the Liquor Control Commission has determined that the following application for a retail liquor license is located within 500 feet of Bible Fellowship Christian Church:

A & S Kajy Enterprise, Inc., requests to transfer ownership of a Specially Designated Distritubtor License to be located at 1124 Joslyn Avenue, Pontiac, Oakland County.

Section 503(4) of the Liquor Control Code of 1998 states that if a church or school objects to the issuance of certain retail licenses, the Commission shall hold a hearing before making a decision on whether to issue the license.

Under the provisions of the Commission's Church or School Hearing Rules, if you object to issuance or transfer of location of this license, you have 15 days from receipt of this letter to file the attached resolution with the Lansing Office of the Commission. The resolution must be completed by the governing board of the church or school, and should contain the specific reasons for such objections. You must also include a copy of the meeting minutes where this resolution was adopted. If no resolution is received within the 15-day period, the Commission will assume no objection exists and will proceed with its consideration of this license request.

If there are no objections to the issuance of the license, you may disregard this letter,

Should you object to the application, a copy of the resolution will be sent to the applicant and a hearing will be scheduled before the Commission. The hearing will be based upon your written objections. You will be notified at least 7 days in advance of the date of the hearing. An attorney may represent you at the hearing.

If you have any further questions, contact the Licensing Administration Office at (517) 284-6290.

Sincerely,

Michigan Liquor Control Commission Licensing Division

cc: A & S Kajy Enterprise, Inc. Enclosures



RICK SNYDER GOVERNOR

STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LANSING

SHELLY EDGERTON DIRECTOR

May 7, 2019

VIA CERTIFIED MAIL 70153430000094720630

St. Paul Community Lutheran Church 1133 Joslyn Ayenue Pontiac, MI 48340

RE: RID 1902-02552

Dear Pastor Trinklein:

This letter is to inform you that the Liquor Control Commission has determined that the following application for a retail liquor license is located within 500 feet of St. Paul Community Lutheran Church:

A & S Kajy Enterprise, Inc., requests to transfer ownership of a Specially Designated Distributor License to be located at 1124 Joslyn Avenue, Pontiac, Oakland County.

Section 503(4) of the Liquor Control Code of 1998 states that if a church or school objects to the issuance of certain retail licenses, the Commission shall hold a hearing before making a decision on whether to issue the license.

Under the provisions of the Commission's Church or School Hearing Rules, if you object to issuance or transfer of location of this license, you have 15 days from receipt of this letter to file the attached resolution with the Lansing Office of the Commission. The resolution must be completed by the governing board of the church or school, and should contain the specific reasons for such objections. You must also include a copy of the meeting minutes where this resolution was adopted. If no resolution is received within the 15-day period, the Commission will assume no objection exists and will proceed with its consideration of this license request.

If there are no objections to the issuance of the license, you may disregard this letter.

Should you object to the application, a copy of the resolution will be sent to the applicant and a hearing will be scheduled before the Commission. The hearing will be based upon your written objections. You will be notified at least 7 days in advance of the date of the hearing. An attorney may represent you at the hearing.

If you have any further questions, contact the Licensing Administration Office at (517) 284-6290.

Sincerely,

Michigan Liquor Control Commission Licensing Division

cc: A & S Kajy Enterprise, Inc. Enclosures

 He indicated if they have a doubt about the demographics, he'd ask to table this matter and allow them to provide the proper survey for.)

VICE CHAIR FEGLEY: (Opened public comments.)

(inaudible) 3rd Avenue approached and stated he's known Mr. Kajy since he opened the business. He stated he's a man of integrity, he does give back to the community, donates to churches, helps people out when they are down on their luck. He stated he takes pride in his business. He spoke about customer appreciation days. He stated he would urge and ask that the Council consider not only these boundaries but what the people would like just as they did on the medical marihuana licenses.)

MS. BELINDA DOUGLAS: (Address, 2700 Shimmons Road. She stated she lived in the neighborhood where Mr. Kajy's store is for 20 plus years. She stated he's very well accepted and respected in the neighborhood and the community.)

MR. ROBERT HUTTENHOWER: (Address, 570 4th Avenue. Stated he's known Mr. Kajy and his brother for over ten years since they opened the

store. Stated they have been very well-received and they take care of the neighborhood. He indicated they have upgraded the property and just made it stand out so that it shines; that you couldn't ask for a better businessowner and couldn't ask for a better friend. Stated the guy will help you out and give you the shirt off his back. He stated he thinks it would be a mistake to hold him down and they should grant the request.)

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MS. MARY PIETILA: (Stated address was 195 West Kennett Road, Pontiac, Michigan. She stated she was an 11-year council person. She stated she was here in 2010, and they worked very hard. They have ordinances in place and want the ordinances executed. She stated if they have two parties coming together in front of you in one night asking for the same thing, and will not give it to one, they have to deny both.)

MR. BILLY VIVERETTE: (Address, 776 Second Avenue, resides in the same area that the store is in. He stated that Al brings a lot of good to the neighborhood. He stated all of the kids in the area love him, and if he can help you in any way, he will. He stated he has in a lot of cases helped him. He stated he's a credit to the

neighborhood. He states he doesn't drink so can't say anything about the alcohol thing, he's just saying that he thinks that he should be granted the license.)

MR. KAJY: (Stated he's been on location since 2009 and hasn't sold to any minors alcohol or tobacco for any reason. He stated he'd appreciate them granting the license.)

MR. ABRO: (Addressed what Council member Pietila mentioned regarding conformity with the ordinance. He stated, however, every situation is unique. He explained this is not a gas station or a fuel petroleum establishment, that it is a party store that's trying to survive. He stated Mr. Kajy is a pillar in the community. He stated Liquor Control has eliminated the half-mile rule. He stated this investment is significant and these licenses are going upwards of \$300,000.)

VICE CHAIR FEGLEY: (Closed public comments.)

MR. GUSTAFSSON: (Asked Donovan to clarify the 1,000-foot in regards to the other establishments in regards to the green dot versus the star to the south.)

MR. SMITH: (Stated the graphic to the

Signed Petition to be provided at the hearing.

HOME

MICHIGAN LIQUOR LICENSES

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Churches, Schools, and Liquoi

The General Rule: MCL 436.1503

"A new application for a license to sell alcoholic beverages at retail, or a request to transfer location of an existing license, shall be denied if the contemplated location is within 500 feet of a church or a school building."

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There are two primary situations in which this rule does not apply:

First, the Church and School Rule does not apply to SDM licenses that are not held in conjunction with an on-premise license. Therefore, if an applicant seeks only an SDM license, the Church and School Rule will not apply.

Second, this rule also does not apply to location transfers if the license was already within 500 feet of a church or a school building, and will be transferred farther away from that church or school building. For example, you can transfer a Class C that is 50 ft from a church to a new location that is 100 ft from the church.

For licenses issued before March 1, 1949, see MCL 436.1503(3).

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The photo below (click to expand) demonstrates the method of measuring the distance between a location and a church/school. We typically use an online measuring tool as a starting point when estimating distances.

The steps are:

- 1. Determine the shortest route between the two,
- 2. Create a beginning and ending point by projecting straight lines, at right angles to the center line, from the part of the church or school building nearest to the contemplated location and from the part of the contemplated location nearest to the church or school building. (This is the blue line in the image below. Note that you project your lines from the structure, not the parking lot.)
- 3. Measure the distance between the two points located in the center of the toad (green line). If any turns are taken, measure to the center of the intersection, and then turn, continuing down the center line of the road you have turned onto.

*Note: MLCC Staff will measure using their own tools regardless of your findings. Measuring ahead of time is simply a good method to prepare yourself.



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All is not lost when a location is within 500ft of a church or school.

The Commission, in its discretion, may waive the Church and School Rule under several circumstances.

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Upon determination that a church or school is within 500ft of the proposed licensed location, the Commission will contact the church/school. The church or school then has 15 days to formally object to issuance or transfer of the license. If the church or school fails to file a formal objection, the Commission may issue/transfer the license. When possible, we recommend that attorneys make contact with the leadership at the church or school prior to their receipt of communication from the commission. This allows the attorney to explain why the licensed location will not harm adversely affect their operation and it may help avoid a church or school hearing altogether.

In the event that the church/school does object, the Commission will schedule a Church or School Hearing (see Rules 436.1951 - 1963). The Commission must grant a waiver after this hearing if the applicant can demonstrate by competent, material, and substantial evidence that a waiver of the Church and School Rule would not adversely affect the operation of the church or school.

5/13/2019 Church & School



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STATE OF MICHIGAN

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LIQUOR CONTROL COMMISSION

In the matter of the request of SAL'S MARKET, INC. 8240 Merriman Westland, Michigan 48185

Wayne County

Request ID No. 751989

At the June 11, 2014 Meeting of the Michigan Liquor Control Commission in Lansing, Michigan.

PRESENT: Andrew J. Deloney, Chairman

Teri L. Quimby, Commissioner Dénnis Olshove, Commissioner

LICENSING APPROVAL ORDER

Sal's Market, Inc. ("applicant") has filed an application for transfer ownership of escrowed 2013 Specially Designated Distributor and Specially Designated Merchant licenses with Sunday Sales Permit (P.M.), from Alammari, Inc.; transfer location (governmental unit) under MCL 436.1531(18) from 12344-12350-12352 Woodrow Wilson, Detroit, Wayne County, to the above noted location; and request for new Sunday Sales Permit (A.M.). This request for transfer has been received as the result of a Purchase Agreement signed by the parties on March 3, 2014.

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this

Request ID No. 751989 Page 2

state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the manufacture, importation, possession, transportation and sale thereof under MCL 436.1201(2).

The applicant is authorized to do business in Michigan, as required under MCL 436,1535 for licensure. Under MCL 436,1537, the licensee may sell the authorized alcoholic liquor products for consumption off the premises only.

The Commission finds that it has considered the provisions as required in administrative rule R 436.1105 in the consideration of this request.

Administrative rule R 436.1133 provides that an application for the transfer location of an existing Specially Designated Distributor license shall not be approved by the Commission if there is an existing Specially Designated Distributor license located within 2,640 feet of the applicant's proposed site, unless a waiver of this rule is granted by the Commission under subsections (a) – (e) of this rule.

The Commission finds that there is one (1) existing Specially Designated Distributor license located within 2,640 feet of the applicant's proposed location and that the existing Specially Designated Distributor license location and the existing Specially Designated Distributor license location are separated by a qualifying major thoroughfare of not less than 4 lanes of through traffic.

After reviewing the file and discussion of the issues at the meeting, the Commission finds that the applicant qualifies for a waiver of administrative rule R 436.1133 as permitted under (c); that the applicant has met all the requirements; and that this request should be approved.

THEREFORE, IT IS ORDERED that:

A. The applicant's request for transfer ownership of escrowed 2013 Specially Designated Distributor and Specially Designated Merchant licenses is APPROVED subject to the following:

Request ID No. 751989 Page 3

- 1. The licensee shall pay all license fees by April 30th each year pursuant to administrative rule R 436.1107.
- The licensee shall provide proof of financial responsibility, under MCL 436.1803.
- 3. A final inspection to be conducted by the Enforcement Division to determine that sufficient inventory has been installed to determine and verify the true nature of the business; and to determine that the licensed premises meets all the requirements of the Michigan Liquor Control Code and Administrative Rules.
- 4. Receipt of acceptable, executed Lease Agreement.
- 5. Receipt of documentary proof that Sal's Market, Inc. has received a loan in the amount of \$88,000.00 from Amer Sandlha.
- Receipt of acceptable, executed form LCC-3010 (Report of Stockholders/Members/Partners).
- B. The applicant's request for transfer of the existing Sunday Sales Permit (P.M.) and new Sunday Sales Permit (A.M.) is APPROVED subject to the following:
 - A reference to the time of day includes daylight savings time, when observed.
 - 2. This permit is subject to revocation by operation of law or otherwise if the Commission receives notice from a county, city, village, or township that it prohibits the sale of spirits, mixed spirit drink, or beer and wine during the time authorized by this permit.
- C. The applicant's request for transfer location (governmental unit) under MCL 436.1531(18) from 12344-12350-12352 Woodrow Wilson, Detroit, Wayne County, to the above noted location, is APPROVED.
- D. The licensee shall sell the authorized alcoholic liquor products for consumption off the premises only, under MCL 436.1537.

Request ID No. 751989 Page 4

- E. Under administrative rule R 436.1003, the 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. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals before opening the business for operation.
- F. The licensee's failure to comply with all laws and rules may result in the revocation of the approvals contained in this order.

MICHIGAN LIQUOR CONTROL COMMISSION

Andrew J. Deloney, Chairman

Terl L. Quimby, Commissioner

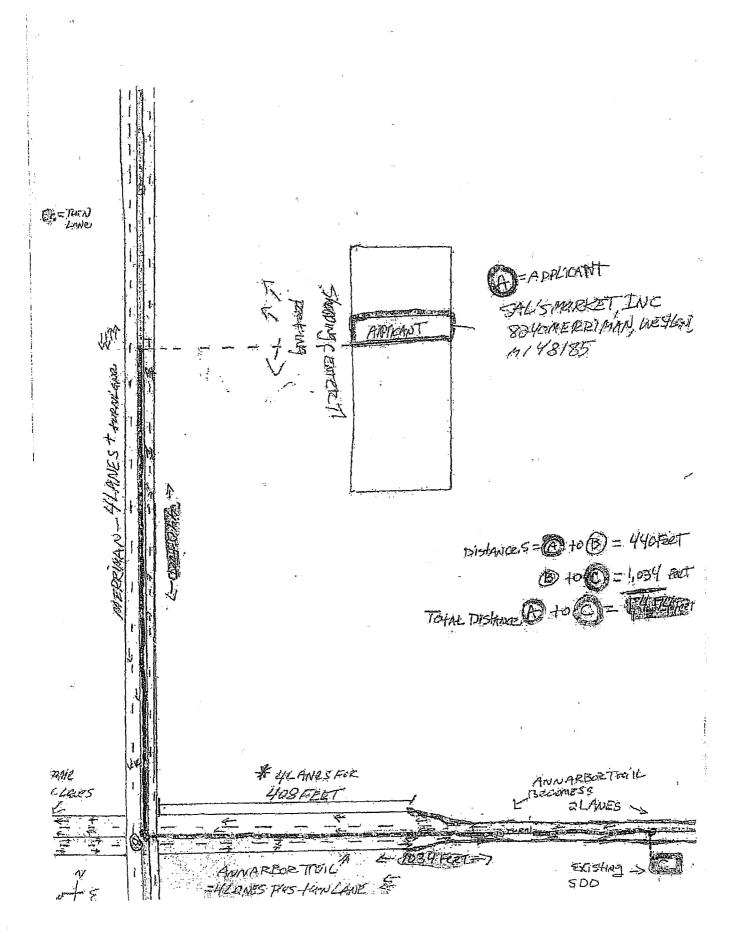
Yeri R. Quimby

Dennis Olshove, Commissioner

SP1

Date Mailed:

JUN 19 2014





Michigan Department Licensing & Regulatory Attairs MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)

7150 Harris Drive, P.O. Box 30005 Lansing, Michigan 48909-7505

SDD SURVEY AND INVESTIGATION REPORT

[Authorized by MCL 435.1217]

Date: August 3, 2012

RID#: 613791

District Office: Southfield: 1/1b

Name: Rite Aid of Michigan, Inc.

Chain

Business Address:

7887 Twenty Six Mile, Washington, MI 48094, Washington Township, Macomb

County

Home Address:

Home Phone:

Business Phone:

Other:

DBA:

Contact: Michael J. Brown, Esq., (Carlin Edwards Brown PLLC), 6017 W. St. Joe Highway, Suite 202, Lansing, WI 48917

Telephone: (517) 321-4616

Fax: (517) 321-4642

Email:

Attorney: Michael J. Brown, Esq., (Carlin Edwards Brown PLLC), 6017 W. St. Joe Highway, Suite 202, Lansing, MI 48917

Telephone: (517) 321-4616

Fax: (517) 321-4642

Email:

Type of Investigation: Request for New SDD License, in conjunction with existing 2012 SDM licensed business; New Sunday Sales Permit (pm).

Population: 23,296

Quota: 8 Number Issued:

Notes:

Attached:

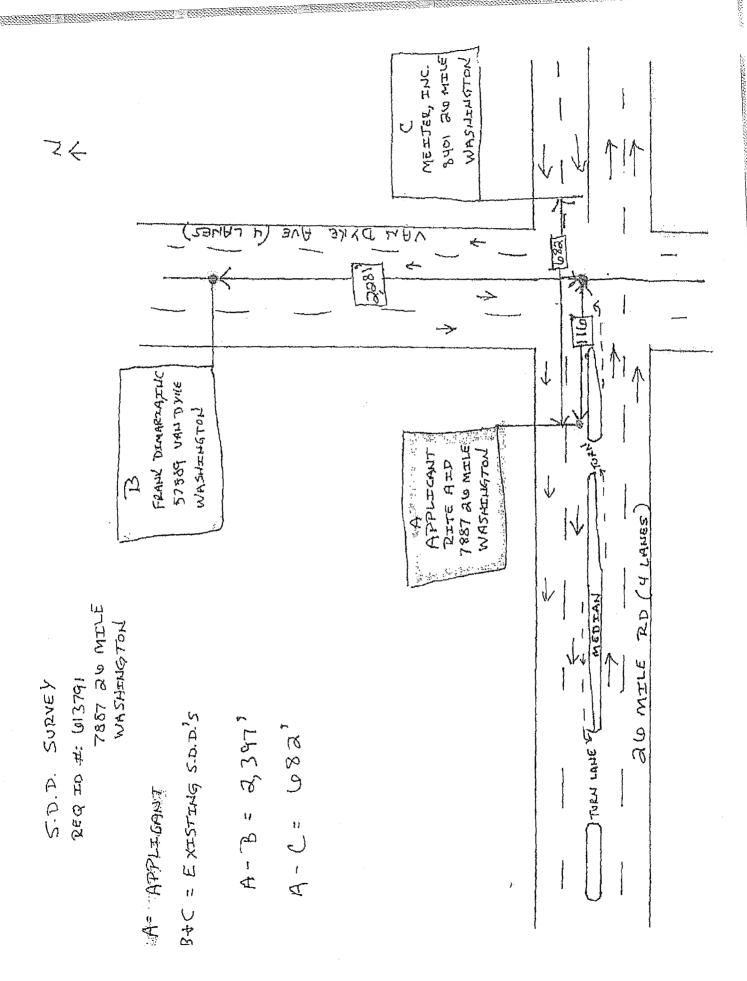
Other SDD Applicants in the vicinity of the applicant: (Name and address including those in other governmental units)

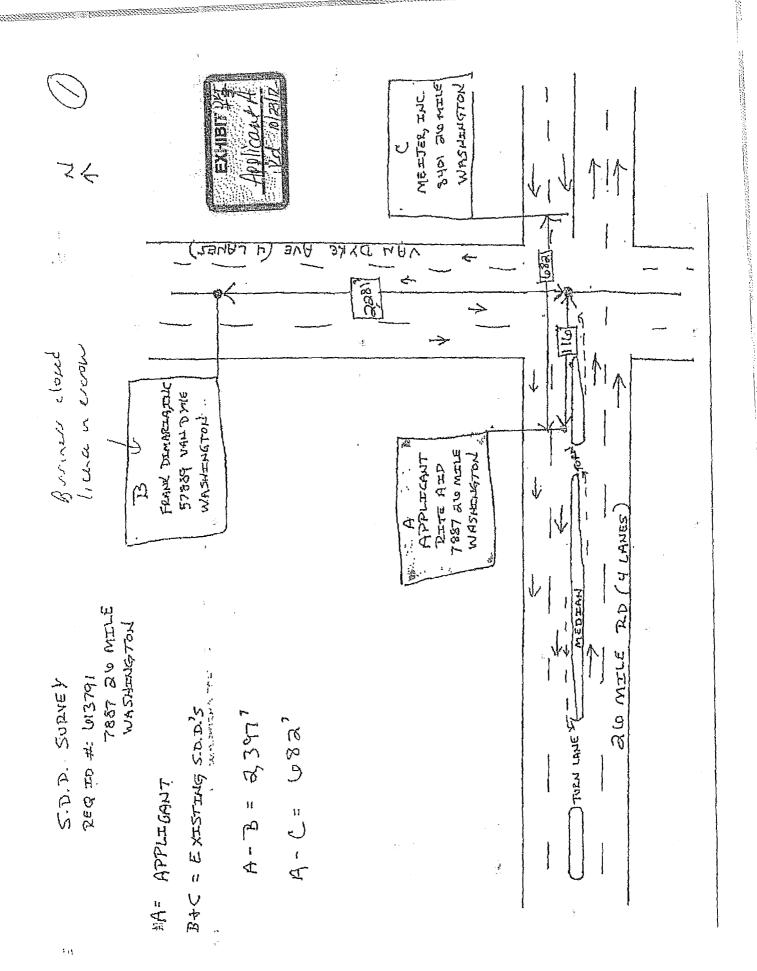
No other Applicants

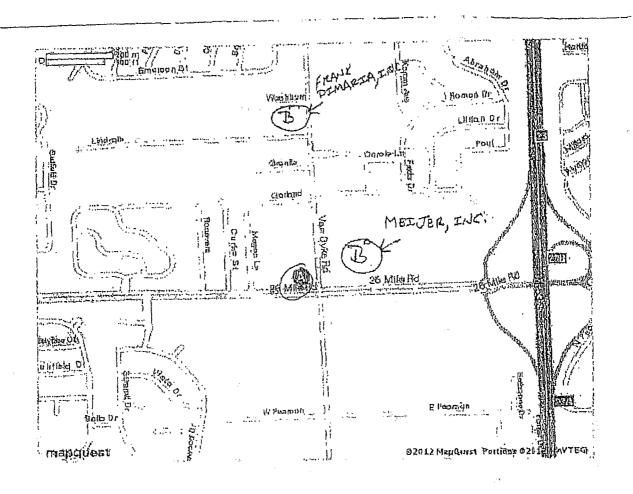
LC-898 (Rev. 3-03)

Page 1

LARA is an equal opportunity amployer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities. Michigan Liquor Control Commission 7150 Hards Drive · P.O. Box 30005 · Lansing, Michigan 48909-7505 www.michigan.gov/icc (517) 322-1346 Lansing Office







'ROPOSED LOCATION = A XISTING S.D.D.'S = B

NT

ZEQ ID #: 613791 7887 26 MILE WASHING TON

Received Time Sep. 10. 2012 10707AM No. 4947

1 WRSHERGTON syon are mark METTER, TAC. 75 BVA DYKE 1882 FRANK DEMARRAGING 57889 VALL DYVE WASHEHGTON WASHENGTON 7887 AG MILE APPLECAUT BITE AID 2D / 4 LANES V MEDIAN 7887 26 MILE WASHINGTON 20 MILLE REQ ID #: 603791 ~ ひとすくし 2,3973 BAC - EXISTING S.D.D.S (682) TUEN LANE TO A PRITONIT A-C= A-B:

YOUR TRIP TO:

689 Martin Luther King Jr Blvd, Pontiac, MI, 48342-1627

2MIN ! 1.0MI @

Est. fuel cost: \$0.11

Then 0.15 miles

Trip time based on traffic conditions as of 9:01 AM on May 13, 2019, Gurrent Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501



1. Start out going south on Joslyn Ave toward 3Rd Ave.

Then 0.86 miles

0.86 total miles

2. Turn left onto E Montcalm St.

E Montcalm St is just past Lowell St.

If you reach Oliver St you've gone about 0.1 miles too far.

3. E Montcalm St becomes Martin Luther King Jr Blvd.

Then 0.04 miles 1.05 total miles



4. 689 Martin Luther King Jr Blvd, Pontiac, MI 48342-1627, 689 MARTIN LUTHER KING JR BLVD is on the right.

If you reach Balboa PI you've gone a little too far.

Ab Save to My Maps

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, route conditions or usability. You assume all risk of use,

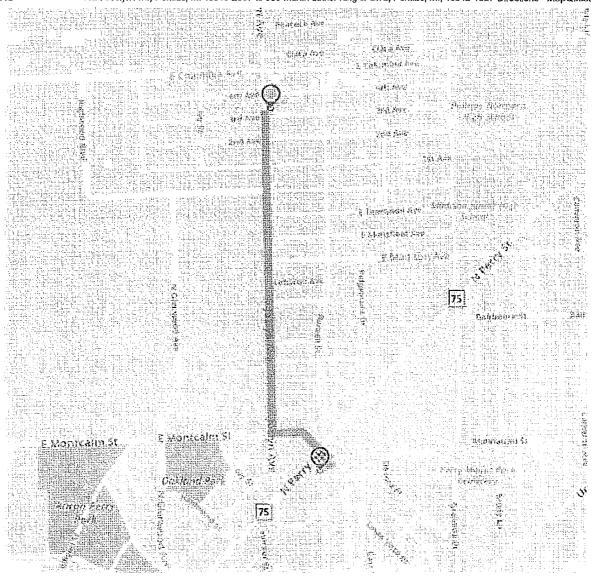


Exhibit 11



Exhibit 12

	OUR TRIP TO: 0 N Perry St		mc,	
2 N	11N ; 1.0MI €			
Es	t. fuel cost: \$0.11			
	time based on traffic conditions as of 9:06 AM on May 13, i. Current Traffic: Moderate	\odot	Print a full health report of you vehicle diagnostics (800) 906-	
	Start out going south on Joslyn Ave toward 3Rd Ave Then 0.40 miles			0.40 total miles
∜η	2. Turn left onto E Madison Ave. E Madison Ave is just past E Mansfield Ave.			
m.	If you reach Lebaron Ave you've gone a little too far. Then 0.63 miles			1.03 total miles
Ţ.	3. Turn sharp right onto N Perry St/l-75 Bus Loop S. N Perry St is 0.1 miles past Arlene Ave.			

Ab Save to My Maps

Then 0.01 miles

Use of directions and maps is subject to our Terms of Use. We don't guarantee accuracy, routs conditions or usability. You assume all risk of use.

If you are on Madison Ave and reach Stirling St you've gone a little too far.

If you reach Robinwood St you've gone a little too far.

4. 1220 N Perry St, Pontiac, MI 48340-3134, 1220 N PERRY ST is on the left.

1.04 total miles

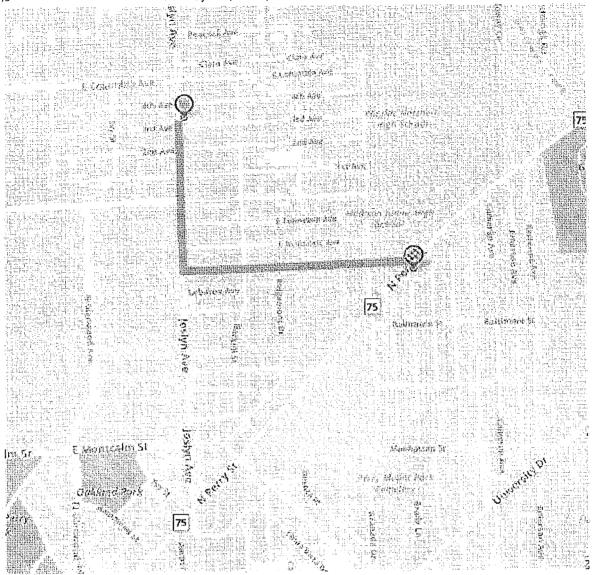


Exhibit 13

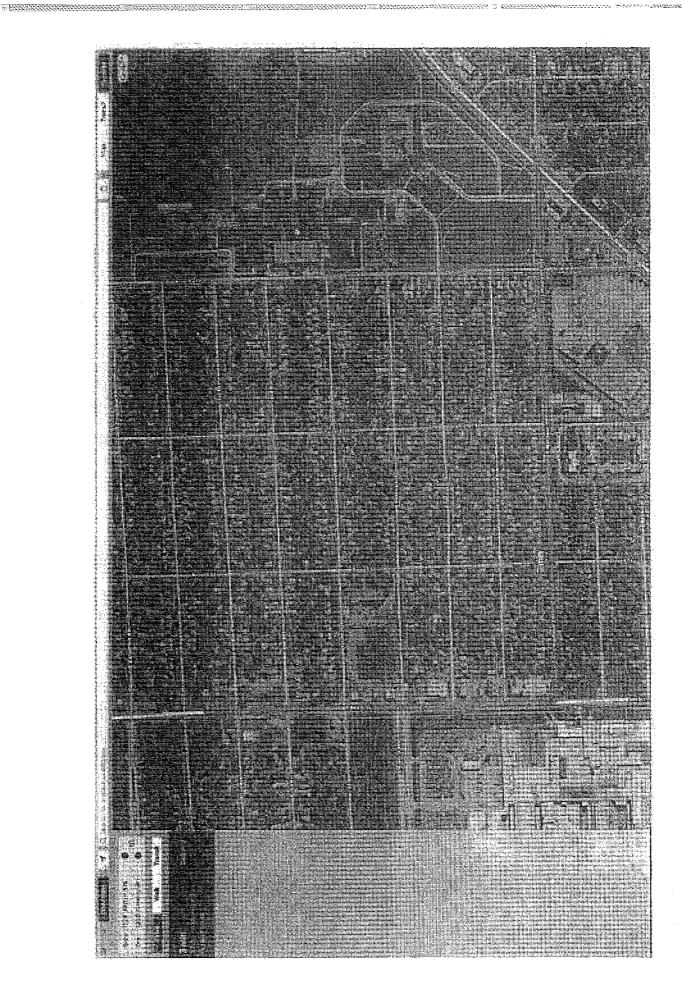


Exhibit 14

Alcohol Information Management System

Michigan Liquor Control Commission

Search	Active	'Escrowed	Licensees
Juli	716-C17 6-1		FICCIIン レレン

Licensee Details

Licensee Name

BALDWIN EXPRESS INC

Doing Business As (DBA)

BALDWIN EXPRESS

Business ID

233625

Active

Local Governmental Unit

PONTIAC CITY

(LGU) County

OAKLAND

Status Address

1019 Baldwin AvePontiac, MI 48340-2609

Phone

(248) 541-0200

Go Batk

Insurance / Financial Responsibility





			Effective Date	
Name		Insurance Provider	(From)	Status
IN-512143	Liquor Liability Insurance	ANGUARD INSURANCE COMPANY	6/19/2018	Active

Showing 1 to 1 of 1 entries

AL	U	æ

Previous

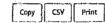
Previous



Subordinates

Show 10 \$ entries

Showing 1 to 1 of 1 entries



Relationship To Business

Status

USAMA PATTAH Active Stockholder



Licenses

To view details of a license, please click the 💸 button to expand the license details.

Show 10 4 entries

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	CSV	
Convi	l rov l	Drint I
COPy	1 000	7,000

License #	Group	Туре	Subtype	Status	issue Date	Expiration Date	Statute	Statute; Location Transferable	under Transfer Process
L-000231557	Retall • Off Premises	Specially Designated		Active	10/23/2013	4/30/2020		Y	
		Merchant			\mathcal{L}				
L-000262639	Retail • Off Premises	Specially Designated Distributor	Regular	Active	5/23/2016	4/30/2020		, Y	

Showing 1 to 2 of 2 entries

Previous 1 Next

Permits

To view details of a permit or permission, please click the 😩 button to expand the permit or permission details.

Show 10 ¢ entries	Copy CSV Print
-------------------	----------------

Permit #	Туре	Specific Purpose	Status	Issue Date	Expiration Date
+ 18-18965	Sunday Sales (AM)		\$sued	5/23/2016	4/30/2020
+ 18-18966	Sunday Sales (PM)		Issued	5/23/2016	4/30/2020
Showing 1 to 2 of 2	entries				Previous 1 Next

Historical Sales Record

Show 10 ¢ entries			Copy C5V Print	
Year	Month	License	Sales Amount	
2015		L-000262639		\$0.00
2016	01	L-000262639		\$0,00
2016	02	L-000262639	•	\$0.00
2016	03	L-000262639		\$0.00
2016	04	L-000262639		\$0.00
2016	05	L-000262639		\$12,041,37
2016	06	L-000262639		\$18,544.33
2016	07	L-000262639		\$12,773.18
2016	08	L-000262639	· · · · · · · · · · · · · · · · · · ·	\$42,705.77
2016	09	L-000262639	· · · · · · · · · · · · · · · · · · ·	\$35,660.37
Showing 1 to 10 of 40 entries			Previous 1 2 3	4 Next

Violations

Show 10 \$ entries Copy CSV Print

Violation #	Date Violation Occured	Status	Violation Description	Event/Decision
CV-00168846	11/13/2014	Closed	SALE TO MINOR, X-312(19); (INV. GODLEW/X-312/CK LAWRENCE PATTON/NO ID)	2/25/2015 HEARING HELD LANSING CLEMENTE/HALL/DECLERCQ RULE 15(E) 3/24/2015 (1)AS PENALTY, THE COMMISSIONER ORDERS THE LICENSEE TO PAY A FINE OF \$500 FOR THE SINGLE CHARGE CITED

https://customers.mlcc.michigan.gov/SoM_ActiveEscrowLicenseList#

ABOVE. THE COMMISSIONER FURTHER ORDERS A SUSPENSION OF TWENTY-FIVE (25) CONTINUOUS DAYS IF THE TOTAL FINE OF \$500 IS NOT PAID WITHIN FORTY-FIVE (45) DAYS FROM THE DATE THIS ORDER IS MAILED. THIS SUSPENSION, IF SERVED, SHALL RUN CONSECUTIVELY AND NOT CONCURRENTLY WITH ANY OTHER SUSPENSION ORDERED BY THE MICHIGAN LIQUOR CONTROL COMMISSION (MLCC) FOR THIS LICENSEE, THE COMMISSIONER ALSO FINDS THAT THE ASSISTANT ATTORNEY GENERAL HAS CONSULTED WITH AND OBTAINED THE ACQUIESCENCE TO THE TERMS OF THIS NEGOTIATED SETTLEMENT FROM INVESTIGATOR JANET GODLEW ON

BEHALF OF THE MLCC,

Ml.gov (http://www.michigan.gov)

Home (/)

Policies (http://www.michigan.gov/policies)

CV-00177201	5/5/2016	Closed	SOLD OR FURNISHED ALCOHOL TO UNNAMED MINOR X-335 (19): (LCC INV MAUL/CLERK DANIEL ARTILLIS VICKÁRY/ID CHECKED)	8/24/2016 HEARING HELD SOUTHFIELD CLEMENTE/MCDOWELL/GIBSON NEG SETTLEMENT 8/31/2016 AS A PENALTY, THE COMMISSIONER ORDERS A FINE OF \$700 IN THIS MATTER. FURTHER, THE COMMISSIONER ORDERS THAT A SUSPENSION OF THIRTY-FIVE (35) CONTINUOUS DAYS SHALL BE IMPOSED, WITH THIS SUSPENSION TO RUN CONSECUTIVELY AND NOT CONCURRENTLY WITH ANY OTHER SUSPENSION ORDERED BY THE COMMISSION, IF THE FINE IS NOT PAID WITHIN FORTY-FIVE (45) DAYS FROM THE MAILING DATE OF THIS ORDER, 801-2 NEGOTIATED SETTLEMENT
CV-00179649		Closed	 	10/26/2016 PASSED CONTROL BUY OPERATION ON 9-1-16 (OAKLAND COUNTY SHERIFF)
CV-00180864		Closed		1/19/2017 PASSED CONTROL BUY OPERATION ON 12/22/16 (DAKLAND COUNTY SHERIFF)
Showing 1 to 4 of 4 e	ntries			Previous 1 Next

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Contact

About (http://www.michigan.gov/lcc)

Exhibit 15



CITY OF PONTIAC Department of Building Safety PLANNING DIVISION

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

Mayor Deirdre Waterman

TÓ:

HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL

FROM:

VERN GUSTAFSSON PLANNING MANAGER

THROUGH THE OFFICE OF DEPUTY MAYOR, JANE BAIS-DISESSA

SUBJECT:

SEP 19-03 REQUEST FOR APPEAL OF PLANNING COMMISSION DECISION

A & S KAJY ENTERPRISE, INC. | 1124 JOSLYN AVENUE SDD LIQUOR LICENSE SPECIAL EXCEPTION PERMIT

DATE:

APRIL 30, 2019

At the April 3, 2019 Planning Commission meeting, The Commission reviewed a Special Exception Permit request (SEP 19-03) for retail sale of packaged liquor at 1124 Joslyn Avenue and 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 Kithru 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.

Currently, St Paul Community Lutheran Church and Bible Fellowship Christlan Church are located within 500 feet of the retail sale of packaged liquor and three convenience retail businesses [Joslyn Market, Trademark Liquor and King Liquor] sell packaged alcoholic beverages are within one mile of Joslyn Beverage.

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

WHEREAS, the City has received an application for # Special Exception Permit for parcel 64-14-16-402-030, also known as 1124 Joslyn Avenue from the Applicant, A & S Kajy Enterprise, Inc., and;

WHEREAS, the Planning Division as reviewed the applicant's Special Exception Permit request to self 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 not 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 April 3, 2019 a Public Hearing was held, the Planning Commission voted to deny the request the sale of packaged liquor at 1124 Joslyn Avenue.

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.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Pontiac concur with the Planning Commission decision and deny the appeal to grant a Special Designated Distributor license at parcel 64-14-16-402-030, also known as 1124 Joslyn Avenue from the Applicant, A & S Kajy Enterprise, Inc.

Exhibit 16

The state of the s

STATE OF MICHIGAN

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LIQUOR CONTROL COMMISSION

In the matter of the request of)		<u> </u>
A & S KAJY ENTERPRISE, INC.)		
1124 Joslyn Ave)	Request ID No.	1902-02552
Pontiac, MI 48340-2867)		
)		
)		
Oakland County)		

At the March 27, 2019 meeting of the Michigan Liquor Control Commission in Lansing, Michigan.

PRESENT: Andrew J. Deloney, Chairman Dennis Olshove, Commissioner

LICENSING APPROVAL ORDER

A & S Kajy Enterprise, Inc. ("applicant") has filed an application to transfer ownership of a 2018 Specially Designated Distributor license only with Sunday Sales Permit (P.M.), from Johnny's Enterprise, Inc.; and transfer location (governmental unit) under MCL 436.1531(18) from 28244 John R Rd, Madison Heights, Oakland County to the above noted address, to be held in conjunction with existing 2018 Specially Designated Merchant Ilcense with Sunday Sales Permit (A.M.). This request to transfer ownership has been received as a result of the purchase agreement dated January 29, 2019.

Article IV, Section 40, of the Michigan Constitution (1963), permits the legislature to establish a Liquor Control Commission, which shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. MCL 436.1201(2) provides the Commission with the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor

within this state, including the manufacture, importation, possession, transportation and sale thereof.

The applicant is authorized to do business in Michigan, as required under MCL 436.1535 for licensure. Under MCL 436.1537, the licensee may sell the authorized alcoholic liquor products for consumption off the premises only.

The Commission finds that it has considered the provisions as required in administrative rule R 436.1105 in the consideration of this request.

MCL 436:1503(1) provides that a new application for a license to sell alcoholic beverages at retail or a request to transfer location of an existing license shall be denied if the contemplated location is within 500 feet of a church or school building. MCL 436:1503(4) provides that the Commission may waive this section. If an objection is not filed by the church or school, the Commission may issue the license pursuant to this act. If an objection is filed, the Commission shall hold a hearing pursuant to the rules established by the Commission before making a decision on the issuance of the license.

The Commission finds that the St Paul Community Lutheran Church located at 1133 Joslyn Avenue, Pontiac, MI 48340, Oakland County is located 0 feet away from the proposed location and that no objection has been received from the church. The Commission finds that the Bible Fellowship Christian Church located at 1106 Joslyn Avenue, Pontiac; MI 4830, Oakland County is located 272 feet away from the proposed location and that no objection has been received from the church.

The Commission finds that it has considered the provisions as required in administrative rule R-436.1105 in the consideration of this request.

After reviewing the file and discussion of the issues at the meeting, the Commission finds that the applicant qualifies for a waiver under MCL 436.1503(4) as no objection was received from St Paul Community Lutheran Church or Bible Fellowship Christian Church and this request should be approved.

THEREFORE, IT IS ORDERED that:

- A. Approval and completion of this request is subject to receipt of the following:
 - Estimated Specially Designated Distributor license and/or permit fees in the amount of \$169.05, pursuant to MCL 436.1525(1)(k).

- 2. Documentary proof that applicant, A & S Kajy Enterprise, Inc., received a \$62,000.00 loan from applicant stockholder, Alaa Kajy.
- 3. Form LCC-107 (Closing Form for New License or License Sale).
- 4. The existing Specially Designated Distributor license being transferred shall be submitted to the Commission for escrow purposes pursuant to MCL 436.1531(18) before transfer of the Specially Designated Distributor license to the applicant. The existing Specially Designated Distributor license in escrow shall be subject to the provisions of administrative rule R 436.1107.
- B. The applicant's request to transfer ownership of 2018 Specially Designated Distributor license is APPROVED subject to the following:
 - 1. The licensee shall pay all license fees by April 30th each year.
 - 2. The licensee shall maintain proof of financial responsibility, under MCL 436.1803.
- C. The applicant's request for transfer location (governmental unit) under MCL 436.1531(18) from 28244 John R Rd, Madison Heights, Oakland County, to the above noted location, is APPROVED.
- D. The applicant's request to transfer the existing Sunday Sales Permit (P.M.) is APPROVED subject to the following:
 - A reference to the time of day includes daylight savings time, when observed.
 - This permit is subject to revocation by operation of law or otherwise if the Commission receives notice from a county, city, village, or township that it prohibits the sale of spirits, mixed spirit drink, or beer and wine during the time authorized by this permit.
 - E. The licensee shall sell the authorized alcoholic liquor products for consumption off the premises only, under MCL 436.1537.
 - F. Pursuant to administrative rule R 436.1050, this approval is valid for two (2) years from the date of this approval order unless the Commission has been provided with a notice of pending litigation involving the application.

- G. The licensee has a continuing duty to provide the commission with up-to-date contact information and must notify the commission in writing of any changes to its mailing address, phone numbers, electronic mail address, and other contact information it provides the Commission, pursuant to administrative rule R 436.1048(2).
- H. Under administrative rule R 436.1003(1), the 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. Under administrative rule R 436.1003(2), a licensee shall not use a license at the licensed premises unless a temporary or permanent certificate of occupancy has been issued by the local unit of government having jurisdiction over the location of the licensed premises or the licensed premises complies with administrative rule R 436.1003(1). Approval by the Michigan Liquor Control Commission does not waive these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals before opening the business for operation.
- I. The licensee's failure to comply with all laws and rules may result in the revocation of the approvals contained in this order.

MICHIGAN LIQUOR CONTROL COMMISSION

Andrew J. Deloney, Chairman

Dennis Olshove, Commissioner

P1

Date Mailed: 03/27/2019

OFFICIAL PROCEEDINGS PONTIAC CITY COUNCIL

A regular meeting of the City Council of Pontiac, Michigan was held in the City Hall, Thursday, March 18, 2010 at 6:30 p.m. Daylight Savings Time.

13th SESSION OF THE EIGHTH COUNCIL

Invocation by Pastor Metlock Pledge of Allegiance Present: President Jones and President Pro-Tem Waterman Councilpersons: Carter, Pietila, Watkins, G. Williams, K. Williams Clerk announced a quorum present

Present: Leon Jukowski-Mayor, Fred Leeb, EFM and Mark Hotz-City Attorney

Journals of March 4, 2010 and March 11, 2010 were approved.

Special Presentations - Report from the Emergency Financial Manager.

10-72 By Councilperson G. Williams, supported by Councilperson Carter, Resolved, that Myra K. Allen be made Acting City Clerk.

Ayes: Carter, Jones, Pietila, Waterman, Watkins, G. Williams, K. Williams, No: None
Motion carried.

10-73 By Councilperson Pietila, supported by Councilperson G. Williams, Resolved that the following Resolution be read by Title Only.

Ayes: Carter, Jones, Pietila, Waterman, Watkins, G. Williams, K. Williams No: None Motion carried.

Public Hearing was held relevant to appointments to Citizen District Councils.

President opened the public hearing. Comments and questions were heard from the public and the City Council. President declared the Public Hearing closed.

WHEREAS, in accordance with MCLA 125.74, each City of Pontiac Citizen District Council shall consist of not less than 12 nor more than 25 members selected in a manner that ensures that to the maximum extent possible, the Council is representative of the

10-79 Report was received from the Mayor relevant to a request from : A & S KAJY Enterprise, Inc. request to transfer ownership of an escrowed 2009 SDM license from Joslyn Enterprises, Inc., located at 1124 Joslyn.

NOW, THEREFORE, BE IT RESOLVED, That the request from: A &S KAJY ENTERPRISE, INC., request to transfer ownership of an escrowed 2009 SEW license from JOSLYN ENTERPRISES, INC., located at 1124 Joslyn, Pontiac, MI 48340, Oakland County, be considered for approval.

Moved by Councilperson G. Williams, supported by Councilperson Carter Ayes: Carter, Jones, Pietila, Watkins, G. Williams

No: None Motion carried.

Councilpersons Waterman and K. Williams temporarily excused.

10-80 An Ordinance entitled, "An Ordinance to update the General Employees Retirement System Ordinance to add furlough day value to the definition of compensation for inclusion in Final Average Compensation", was read.

WHEREAS, the City of Pontiac Law Department has put forth an Ordinance for the City Council to consider to amend the Pontiac City Code, Section 93, "General Employees' Retirement System, Section 2.9 to allow that the definition of compensation include the value of furlough days for the calculation of Final Average Compensation (FAC), and;

WHEREAS, the First Reading of the proposed Ordinance was conducted on Thursday, March 4, 2010;

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council does hereby approve the Ordinance to amend the Municipal Code of Pontiac, Section 2.9 to allow that the definition of compensation include the value of furlough days for the calculation of Final Average Compensation (FAC);

Moved by Councilperson Pietila, supported by Councilperson Waterman Ayes: Carter, Jones, Pietila, Waterman, Watkins, G. Williams No: None Motion carried.

Councilperson K. Williams temporarily excused.

By Councilperson Jones, supported by Councilperson Waterman, Resolved, that the meeting be adjourned.

Meeting adjourned at 8:16 p.m.

MYRA K. ALLEN, CMC ACTING CITY CLERK



OR MLCC USE ONLY

Request ID # 529958

Business ID # 222044

Michigan Department of Consumer and Industry Services Liquor Control Commission RESOLUTION

At a regular meeting of the Pontiac City Council called to order by

<u>President</u>	L. Jones	on Thursday, March 18, 2	<u>010</u> at <u>7:00 p.m</u>	بعد
	the follow	ving resolution was offered:		
Moved by <u>Councilperso</u> n	<u>.</u>	Supported by Council p	erson:	
That the request from: A	&S KAJY ENTERI	PRISE, INC., request to transfe	er ownership of an e	scrowed 2009
SDM license from JOSLYN E	NTERPRISES, IN	IC., located at 1124 Joslyn, Pon	tiac, MI 48340, Oal	dand County,
be considered for _				
•	(approva	l/disapproval)		
, <u> </u>	<u> PPROVAL</u>	DISAPPROVAL		
Υ	ŒAS:	YEAS:	<u>-</u>	
N	IAYS:	NAYS:		-
Д	BSENT:	ABSENT:		
t is the consensus of this	legislative body	that the application		
pe <u>Recommended</u>	or	for issuance		
Recommended	Not Rec	ommended		
State of Michigan)			•	
SS County of <u>Oakland</u>)	-			
		true and complete copy of ng held on the <u>18th</u> day		
EAL		(Signed)		
		(Township, C	ity, or Village)	• .
		Yvette Talley, C Myra Allen, Acting		

47450 Woodward Avenue, Pontiac MI 48342 (Address of Township, City or Village Board)

FORMAL AGENDA ITEM REQUEST

Due in the Executive Office No Later Than 2:00 p.m., Tuesday, Nine (9) Days Prior to the Meeting Date Date Submitted: Tuesday, March 9, 2010 By: Fred Leeb, EFM Council Meeting Date: Thursday, March 18, 2010 Action Deferred Until: AGENDA CATEGORY Acknowledgments Litigations Agreements/Contracts Miscellaneous XX Applications/Petition Ordinances Public Hearings Appointments Communications/Correspondence **Public Improvements** Consent Agenda Real Estate Suggested Wording: Report from the Emergency Financial Manager relevant to a request from: A &S a.) KAJYENTERPRISE, INC., request to transfer ownership of an escrowed 2009 SDM license from JOSLYN ENTERPRISES, INC., located at 1124 Joslyn, Pontiac, MI 48340, Oaklan b.) Consideration of a Resolution to make a recommendation of approval/disapproval to the State of Michigan, Liquor Control Commission. Supporting Documents Required: X Report/Transmittal Letter **Contract Agreement** Map/Chart/Graph EO/MCRO Approval X Resolution/Proclamation ___ Other Department, Contact Person, & Phone: DPW&U Dept., D. E. Lavalais, 758-3305 Date Received:



City of Pontiac, Michigan Official Memorandum Office of Building & Safety Engineering-Licensing

Executive Office

TO: Pontiac City Council

FROM: Fred Leeb,

Emergency Financial Manager

DATE: February 16, 2010

RE: 1124 Joslyn Pontiac, MI 48340, Oakland County,

Alaa Kajy, Applicant

Attached is a Resolution for: A &S KAJY ENTERPRISE, INC., request to transfer ownership of an escrowed 2009 SDM license from JOSLYN ENTERPRISES, INC., located at 1124 Joslyn, Pontiac, MI 48340, Oakland County.

All applicable investigations have been completed, and the applicant has been investigated and the investigating officer finds no criminal history for the said applicants.

The applicant has met all criteria and subject material has been submitted for Pontiac City Council review and a recommendation to the State of Michigan Liquor Control Commission for approval/disapproval of said transfer.

FL/del



Application for Special Exception Permit

City of Pontiac

alkajy@aol.com

E-Mail

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342 T: 248.758.2800 F: 248.758.2827

Property/Project Address: A & S Kajy Enterprise, Inc. Office Use Only PF Number: 19-03 Sidwell Number: 64-14-16-402-030 Date: 01/29/2019 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) A & S Kajy Enterprise, Inc., c/o Alaa Kajy Name 1124 Joslyn Ave. Address Pontiac City Michigan State 48340 ZIP Code Main: 248-335-6317 Cell:586-219-0838 Telephone Fax:

The subject property is legally described as follows (include sidwell numbers):	Project and Property Information					
The property is zoned: C-1 It is proposed that the property will be used as: SDD & SDM licensed establishment The subject property is legally described as follows (include sidwell numbers):	Name of Proposed Development; Joslyn Beverage					
The property is zoned: C-1 It is proposed that the property will be used as: SDD & SDM licensed establishment The subject property is legally described as follows (include sidwell numbers):	The subject property is location at 1124 on the N/S/E/W side of Joslyn between Columbia Ave. and Beverly Ave.					
The subject property is legally described as follows (include sidwell numbers):						
	It is proposed that the property will be used as: SDD & SDM licensed establishment					
64-14-16-402-030	The subject property is legally described as follows (include sidwell numbers):					
	64-14-16-402-030					

Property Ov	vner Information		
Name	A & B Joslyn, LLC c/o Al	laa Kajy	
Address	1124 Joslyn Ave.		
City	Pontiac	and the second s	
State	Michigan		
ZIP Code	48340		
Telephone	Main: 248-335-6317	Cell:586-219-0838	Fax:
E-Mail	alkajy@aol.com		
photographs The subject & Wine) ret (Liquor), No	s, sketches, site plans, writ t establishment is current aller applying for approva	ten documents, etc.). ly licensed as a Specially Il to add an Specially Des	much detail as possible with Designated Merchant ("SDM" signated Distributor ("SDD") t will not expand the footprint
0	naterials required: Proof of ownership, pure Site plan, floor plan, ele	vations/photographs	
Signature o	Electronic copy of site pl	. All	ure 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 helshe 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 helshe believes it to be true.

Ingelius Rd

Caller Total

Gallyn Market

Frademark

Without By

Liquor

Kings Liquor

6,500 h

2,125 4,250

1124 Joslyn Ave - 500-ft. Buffer Fri Mar 22 2019

#13 RESOLUTION



CITY OF PONTIAC

Office of Development, Grants & Compliance

47450 Woodward Avenue

Pontiac, MI 48342

Dr. Deirdre Waterman

(248) 758-3000 • (248) 758-2827 Fax • www.Pontiac.Mi.Us

Mayor

MEMORANDUM

TO:

Honorable Mayor Deirdre Waterman & City Council

FROM:

Alexandria T. Riley, Chief Development Officer

THROUGH:

Jane Bias-DiSessa, Deputy Mayor

DATE:

June 18, 2019

SUBJECT:

Approval Request Authorizing the Mayor to Accept a \$56,500 donation

grant from KaBOOM! for the Good Fun & Sound Abounds Downtown

project

Mayor Waterman & City Council:

Pontiac has been selected as a winner of a \$56,500 KaBOOM! Play Everywhere Challenge donation grant supported by the Ralph C. Wilson, Jr. Foundation through the KaBOOM! Built to Play Fund subject to execution of the attached Grant Agreement and adoption of a City Council Resolution accepting the grant award.

The Administration has aggressively pursued grants for the improvements of all aspects of our community. Approval of this request is another example of how the Administration is working to make the way of life better for our residents. This grant requires no match and is for the Good Fun & Sound Abounds Downtown project, to make it easier for families and kids to get the physical activity they need.

The objective of this donation is to introduce elements of play in unconventional spaces and acquire play and outdoor musical equipment for Hidden River Park.

I respectfully ask your approval to accept this donation in accordance with the accompanying recommendation and resolution.

RECOMMENDATION: Approval of request authorizing the Mayor to accept a \$56,500 KaBOOM! Play Everywhere Challenge donation grant for the Good Fun & Sound Abounds Downtown project and adoption of the following resolution:

> WHEREAS, the City of Pontiac has been given preliminary notice of award of a donation grant from KaBOOM! in the amount of \$56,500 for the Good Fun & Sound Abounds Downtown project, and

WHEREAS, KaBOOM! is a national non-profit organization dedicated to ensuring that all kids get a childhood filled with the balanced and active play needed to thrive, and

WHEREAS, KaBOOM! facilitates projects through the Play Everywhere Challenge grant program to introduce elements of play in unconventional spaces, and

WHEREAS, the City of Pontiac desires to accept any such grants which may be awarded to the City.

NOW, THEREFORE, BE IT RESOLVED THAT the Pontiac City Council hereby authorize participation in the KaBOOM! Play Everywhere Challenge and on behalf of the City of Pontiac, authorizes Mayor Deirdre Waterman to provide this resolution indicating its approval to KaBOOM! and to submit and execute documents requested by KaBOOM! relating to the Play Everywhere Challenge grant requirements.

ATR

Attachments

PLAY EVERYWHERE CHALLENGE: GRANT RECIPIENT AGREEMENT

The Play Everywhere Challenge ("Challenge") funded with support provided by the Ralph C. Wilson, Jr. Foundation ("Funding Partner") from the Built to Play Fund, is a call for ideas organized by KaBOOM!, Inc., a District of Columbia non-profit corporation ("KaBOOM!"), designed to help uncover the best replicable, scalable innovations in city redevelopment and design that will make play easy, available and fun for all kids and families. It is an opportunity to reimagine what and where a playspace is and can be.

As a condition of receiving the Grant, the Grant Recipient, and if applicable, the Fiscal Sponsor collectively, hereby agree to the following:

1. USE OF FUNDS

a. The Grant Recipient will use the Grant to support the specific project described in the written application (the "Application") submitted to KaBOOM! by the Grant Recipient in connection with the Challenge (the "Purpose"). The Grant Recipient, through the Fiscal Sponsor shall, within 30 days after written notice from KaBOOM!, remit any portion of the Grant that KaBOOM!, in its sole discretion, has determined was used in violation of the Agreement, including but not limited to the parameters below, or was not used for the Purpose; provided, that prior to any such remittance by the Grant Recipient, KaBOOM! may, in its sole discretion, provide the Grant Recipient with a reasonable opportunity to cure the purported violation.

The Grant Recipient may not use any portion of the Grant for any of the following: to operate itself in any manner that is not exclusively related to the Purpose; for unreasonable administrative expenses or for other excessive expenses; to engage in any illegal, fraudulent or morally reprehensible (as determined by KaBOOM! and its supporting sponsors' sole discretion) behavior.

- b. The Grant Recipient undertakes the project supported by the Grant funds on its own behalf and not on behalf of KaBOOM! or its Funding Partner, and the Grant shall in no way be construed as creating the relationship of principal and agent, of partnership or of joint venture as between KaBOOM! or its Funding Partner and the Grant Recipient or any other person involved in the project. By accepting the Grant, the Grant Recipient acknowledges that neither KaBOOM! nor its Funding Partner nor their affiliates, nor their respective officers, directors, employees or agents shall be liable for any acts, omissions, errors, injuries or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant or the Purpose.
- c. The Grant Recipient shall accept the Grant and be the owner of the project funded thereby in its entirety and shall be responsible for all liability arising out of or otherwise relating to the ownership, use, maintenance and repair of anything related to the Grant.

2. THE TERM OF THE GRANT

a. The term of the Grant (the "Initial Term") commences on July 15, 2019 and continues through June 30, 2020. In the event the project is not completed by the end of the Initial Term or, any unused portion of the Grant exists at the end of the Initial Term, the Grant Recipient must notify KaBOOM! in writing within 30 days of the end of the Initial Term to request a 30-day extension on the same terms and conditions as the Agreement (the "Extension"). Except as set forth in this Section 2(a), promptly upon written notice from KaBOOM!, the Grant Recipient through the Fiscal Sponsor shall return any unused portion of the Grant at the end of the Initial Term or the Extension, if applicable.

b. If the Agreement is not signed by the Grant Recipient and Fiscal Sponsor and evidence of liability as required in Clause 10 below and returned to KaBOOM! by June 28, 2019 by the Grant Recipient, the Agreement will be deemed null and void.

c. The Grant Recipient is and shall remain in full compliance and agree to be bound by the terms of The Play Everywhere Challenge Official Rules and Conditions.

3. PAYMENT OF THE GRANT

- a. The grant ("Grant") can only be paid to qualifying entities that are registered United States 501(c)(3) public charities, government agencies, schools, and tribal entities. If Grant Recipient is not a qualifying entity, they must partner with a Fiscal Sponsor and confirm that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is a school, municipality, or tribal entity.
- b. Subject to the conditions set forth herein, KaBOOM! will pay the Grant Recipient, or if applicable, the Fiscal Sponsor in one (1) installment equal to the Grant within 15 days after receiving a fully executed copy of the Agreement signed by an authorized person of the board/staff of the Grant Recipient and Fiscal Sponsor to accept the Grant on the terms and conditions set forth herein.

4. TAX STATUS

If applicable, the Grant Recipient has partnered with a Fiscal Sponsor and confirms that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is a school, municipality, or tribal entity. The Grant Recipient agrees to advise KaBOOM! immediately if there is any change in the Fiscal Sponsor's status during the Initial Term or the Extension, as applicable.

5. REPORTING

The Grant Recipient agrees to provide (a) interim reports as needed during the Initial Term and, if applicable, during the Extension, (b) a final report to KaBOOM!, using the final report format provided, no later than 30 days from the installation date, which includes: describing the goals and outcomes achieved to date, challenges and lessons learned, collaboration with external organizations, number of volunteers who assisted with project implementation, actual expenditures reported as of the date of the report against the approved line item budget, per budget form provided; and a maintenance plan detailing how the project will be maintained after the term of the grant.

6. RIGHT TO EVALUATION

KaBOOM! has the right to evaluate the Grant Recipients project and grant expenditures through the services of an evaluation agency (the "Evaluation Agency") during the Initial Term, the Extension, and for up to four years after the Initial Term or Extension of the project, if applicable, at no extra cost to the Grant Recipient. The Evaluation Agency shall provide reasonable notice to the Grant Recipient of any proposed evaluation and its evaluation activities will not unreasonably interfere with Grant Recipients normal operation of business. The Grant Recipient shall afford to the Evaluation Agency reasonable access, during normal business hours, to all of its properties, books, and records, and all other information concerning the Grant Recipient's business, properties and personnel as the Evaluation Agency may reasonably request; however, in no event will the Grant Recipient be required to furnish the Evaluation Agency with any confidential documents or information.

7. GRANT ANNOUNCEMENTS; PUBLIC REPORTS AND USE OF KaBOOM! NAME AND LOGO

- a. KaBOOM! and its Funding Partner may include information about the Challenge and the Grant Recipient in its periodic reports and may make information about the Challenge and the Grant Recipient public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. The Grant Recipient may include the KaBOOM! name on lists of the Grant Recipient's funders, contributors and/or supporters (the "Grant Recipient Contributor Lists"), and that in each instance in which the Grant Recipient discloses the KaBOOM! name, it shall refer to KaBOOM! as "KaBOOM!" and not by any other name or variation of that name. The Grant Recipient Contributor Lists may include information about the amount of the Grant, and the goals of the Challenge.
- b. Grant Recipient shall not use the name, logo or trademarks of KaBOOM! or its Funding Partner or otherwise refer KaBOOM! or its Funding Partner in any capacity without the prior written consent of KaBOOM! or its Funding Partner, as applicable.

8, FUNDER RECOGNITON

If requested by KaBOOM!, Grant Recipient will recognize KaBOOM! and its Funding Partner (including name and logo) in any media announcements issued by the Grant Recipient concerning the Grant and the Purpose and will permit representatives of KaBOOM! and/or its Funding Partner to participate in site unveiling events, including by wearing branded clothing and posting banners with their name and logo at the site.

9. REQUESTS FROM KaBOOM!

KaBOOM! and its Funding Partner may also from time to time request site visits of Grant Recipient's operations, with appropriate lead-time and planning. The intent of such visits will be to view the progress of the project included in the Purpose. Except as otherwise provided in this Agreement, permitting such site visits is neither mandatory nor a condition of the Grant.

10. LIABILITY INSURANCE

The Grant Recipient represents and warrants to KaBOOM! that they are a self-insured entity or hold commercial general liability insurance with coverage in an amount not less than one million dollars (\$1,000,000) per occurrence during (1) the Initial Term and the Extension and, (2) at minimum up to four years or the life of the project. Upon request, the Grant Recipient shall provide evidence of such insurance to KaBOOM! and must include KaBOOM! and Ralph C. Wilson, Jr. Foundation as additional insured.

11. WARRANTY AND INDEMNITY

The Grant Recipient represents and warrants that the Application is its original work and, as such, the Grant Recipient is the sole and exclusive owner and rights holder of the submitted Application and that it has the right to submit the Application in the Challenge and grant all required licenses. The Grant Recipient further represents and warrants that the Application does not (1) infringe any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including, without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates applicable state, federal or local laws. By accepting the Grant, the Grant Recipient acknowledges that neither KaBOOM! nor its Funding Partner nor their respective subsidiaries and affiliates, and their officers, directors, employees or agents shall be liable for any acts, omissions, injuries, errors or damages, whether direct, indirect, incidental or consequential, associated with the use of the Grant. The Grant Recipient irrevocably and unconditionally agrees, to the fullest extent

permitted by law, to defend, indemnify, and hold harmless KaBOOM!, its Funding Partner, their respective subsidiaries and affiliates, and their respective officers, directors, employees and agents, from and against any and all losses, liabilities, investigations, inquiries, claims, suits or damages (including incidental, consequential, special and punitive damages) and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grant Recipient, its employees, or agents, in applying for or accepting the Grant, in expending or applying funds furnished pursuant to the Grant or in carrying out the Purpose, except to the extent arising from the gross negligence or willful misconduct of KaBOOM!, its Funding Partner or their respective subsidiaries and affiliates, and their respective officers, directors, employees or agents. The provision of this section 11 shall survive the termination or expiration of the Agreement.

12. MISCELLANEOUS

The Agreement constitutes the entire agreement between KaBOOM! and the Grant Recipient and supersedes any prior oral or written agreements or communications between the parties regarding the subject matter herein. The Agreement may not be amended, modified or supplemented in any manner, except by a written amendment hereto signed by an authorized signatory of both parties. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof; any such waiver shall be valid only if set forth in writing by such party. All notices and other communications hereunder shall be in writing and delivered to the addresses set forth on the signature pages. The Agreement and all disputes or controversies arising out of or relating to the Agreement or contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the District of Columbia. Neither the Agreement nor any of the rights, interests or obligations hereunder, may be assigned, in whole or part, by operation of law or otherwise, by either party without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will be binding upon the parties and their respective successors and assigns. If any provision or portion of any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof. The Agreement may be executed in counterparts, including by facsimile or PDF (which shall constitute an original), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, KaBOOM!, the Grant Recipient, and Fiscal Sponsor have caused this Agreement to be executed as of the date first written above by their authorized signatories.

Please return a signed copy of this Grant Letter electronically to dmortensen@kaboom.org

Prize funds can only be paid to qualifying entities that are registered United States 501(c)(3) public charities, government agencies, schools, and tribal entities. If <u>Grant Recipient</u> is not a qualifying entity, they must partner with a Fiscal Sponsor and confirms that, under the United States Internal Revenue Code of 1986, the Fiscal Sponsor is exempt from federal income tax under section 501(c)(3) or is a school, municipality, or tribal entity.

Good Fun & Sound Abounds Do	wntown				
Play Everywhere Project Title			\$ 56,500.00 Grant Amount Awarded		
Qualifying Entity Organization Name			Authorized Signatory Job Title		
Authorized Signature for Qualifying Entity		Date	Printed Name		
Phone Number			E	-mail Address	
Mailing Address	City		State	Zip	
Federal Tax ID # (9 Digit EIN)			Non-profit Status (e.g.501(c)(3))		
Grant Recipient (If applying with F	iscal Sponsor)				
Authorized Signature	Date		Printed Name		
Authorized Signature Title			Organization Name		
Phone Number			E-mail Address		
Mailing Address	City		State	Zip	
KaBOOM! CFO	Date		George T. Megas		

#14 RESOLUTION

Pontiac City Council Resolution



WHEREAS,	the Pontiac City Council will hold a Special Meeting regarding the Community Benefits
Ordinance on	in the Council Chambers of City Hall, 47450
Woodward Ave	e., Pontiac, Michigan 48342.
NOW THERE	FORE BE IT RESOLVED that the Pontiac City Council schedules a Special Meeting on
	in the Council Chambers of City Hall, 47450 Woodward Ave., Pontiac,
Michigan 4834	2.

AN ORDINANCE TO AMEND CHAPTER 42, "COMMUNITY DEVELOPMENT", TO ADD ARTICLE VII, ENTITLED "COMMUNITY BENEFIT AGREEMENTS".

THE CITY OF PONTIAC ORDAINS:

Section 1. Short Title; Purpose.

- (a) This Ordinance shall be known and may be cited as the "Pontiac Community Benefit Ordinance".
- (b) This Ordinance shall require developers of certain types of developments, herein referred to as "Qualified Developments", to enter into agreements, herein referred to as "Community Benefit Agreements", that identify potential negative aspects of developments and identify proportional community benefits to the City of Pontiac to rectify those negative aspects as a condition for development subsidies and other considerations by the City of Pontiac.

Section 2. Definitions

As used in the Chapter 42, Article VII, the following words and phrases shall mean the following:

- (a) Community Benefit Agreement: An Agreement between the City of Pontiac and Developer providing mutual consideration intended to rectify mutually acknowledged potential negative aspects associated with the proposed Qualified Development.
- (b) Developer: The person, firm, partnership, company, corporation, cooperative, or any other entity that is the recipient of a Development Subsidy.
- (c) Development Subsidies: Any economic incentives of value granted on a discretionary basis by the City of Pontiac to attract or retain a Qualified Development or jobs associated therewith; may include federal, state, or local economic incentives; and include but are not limited to economic incentives associated with, as amended: the Brownfield Redevelopment Financing Act, Commercial Development Act, Commercial Rehabilitation Act, Corridor Improvement Authority Act, Historical neighborhood Tax Increment Financing Act, Local Development Financing Act, Plant Rehabilitation and Industrial Development Districts Act, Principal Shopping Districts and Business Improvement Districts Act. Additionally, the lease or transfer of a city-owned building or property shall constitute a Development Subsidy.
- (d) Qualified Development: Shall be classified as either a Tier 1 or Tier 2. Tier 1 Qualified Developments shall be those developments granted license to operate under City

Ordinance 2357. Tier 2 Qualified Developments shall be those developments being granted Development Subsidies by the City of Pontiac with a total economic incentive, as determined in the sole discretion of the City of Pontiac, of greater than \$50,000.00.

Section 3. Community Benefits

A Community Benefit agreed upon by the Developer of the Qualified Development and the City of Pontiac is a benefit conferred upon the community of the City of Pontiac intended to ameliorate the potential negative aspects imposed upon the City of Pontiac by the Qualified Development. Although Community Benefits may differ based upon the Qualified Development, and this is not intended to be an exhaustive list, the City of Pontiac recognizes amenities, benefits, or commitments for the following purposes as Community Benefits, by Tier of Qualified Development:

Tier 1: Infrastructure, Youth Recreation, Police and Fire Services, Job Training

Tier 2: Designated Projects, Infrastructure, Youth Recreation, Police and Fire Services, Parks

Section 4. Community Benefits Agreement

The Community Benefits Agreement shall be entered into between the City of Pontiac and the Developer of the Qualified Development.

The Community Benefits Agreement shall set forth the Community Benefit proposed by the Developer of the Qualified Development and, if applicable, the interval of such Community Benefit.

Community Benefit Agreements shall be timely recorded on the deed, and shall run with the land, on Qualified Developments for the duration of the Community Benefit Agreement.

The term of a Community Benefit Agreement for a Tier 1 Qualified Development shall be not less than the term of its License to operate under City Ordinance 2357, including any extension or renewal thereof. The term of a Community Benefit Agreement for a Tier 2 Qualified Development shall be not less that the length of the Development Subsidy, including any extension or renewal thereof.

Community Benefits Agreements are not transferrable by the Developer without approval through a City Council Resolution.

Section 5. Community Benefits Agreement Required for Every Qualified Development All Qualified Developments are subject to a Community Benefit Agreement. All Qualified Developments must be approved by the Mayor and City Council, and such approval may only be

subject to the execution of a valid Community Benefits Agreement with the Developer of that Qualified Development.

Section 6. Exemptions

If a Qualified Development and/or Developer believe they should be exempt from a Community Development Agreement, they may file an exemption request with the City Clerk. An Exemption requires approval of the Mayor and City Council.

Section 7. Annual Reporting and Compliance

A Developer shall provide a comprehensive, audited report detailing compliance with obligations under its Community Benefit Agreement for the prior year (or partial year) by January 1 of each year. The report shall include backup documentation for all donations made or funds expended related to the Community Development Agreement.

Section 8. Breach of Community Benefits Agreement; Termination; Appeal

If the City Department of Economic Development finds a Qualified Development and/or its Developer to be in breach of its (their) Community Development Agreement, it shall send a written Notice of Breach of Community Benefits Agreement to the Qualified Development and its Developer by certified mail. If the Breach of Community Benefits Agreement is not cured within fourteen (14) days after the date the Notice of Breach of Community Benefits Agreement was sent, the Mayor may terminate the Agreement.

If the Qualified Development and/or Developer believe that the termination was made in error, it (they) may Appeal in writing to the City Council within thirty (30) days after the date the Notice of Breach of Community Benefits Agreement was sent. The City Council shall only overturn a decision of the Mayor if it finds the decision was arbitrary or capricious. The determination of the City Council may only be reviewed by the Court of competent jurisdiction within the state of Michigan.

Section 9. 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 10. Repealer.

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

The Clerk shall publish this Ordinance in a newspaper of general circulation prior to its effective date.
Section 12. Effective Date. This Ordinance shall be effective ten days after date of adoption.
I hereby certify this ordinance was brought for a first reading at a meeting of the City Council of the City of Pontiac on the day of, 2019.
Garland Doyle, Interim City Clerk
I further hereby certify this ordinance was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the day of, 2019.
Garland Doyle, Interim City Clerk
I further hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council and was published verbatim in a publication of general circulation on the day of, 2019.
Garland Doyle Interim City Clerk

Section 11. Publication.

#15 RESOLUTION

City of Pontiac Resolution for Family of the Year Mr. and Mrs. Gordon May

WHEREAS, It is the sense of this legislative body to honor an outstanding couple of remarkable character, who are inspirational and who empower the community; and,

WHEREAS, Zeta Phi Beta Sorority, Inc., Lambda Rho Zeta Chapter, in partnership with the Pearls of Hope Foundation celebrates the 36th Annual Finer Womanhood Scholarship Luncheon; and,

WHEREAS, this year, recognition is bestowed upon "Family of the Year," Mr. and Mrs. Gordon May; and,

WHEREAS, Mr. and Mrs. Gordon May are the proud parents of two adult daughters, Amira and Carissa; and,

WHEREAS, Mr. and Mrs. Gordon May are truly a breath of fresh air, as their fun loving spirit, deep-rooted faith, respect for others and affection for friends and extended family, place them in a class all by themselves; and,

WHEREAS, Mr. and Mrs. Gordon May both selflessly devoted their careers to higher education; and

WHEREAS, Mr. and Mrs. Gordon May both retired from Oakland Community College where Pat was an Academic and Professional Counselor and Gordon after leaving management in the private sector, became an administrator and Campus President and subsequently, President of Baltimore City Community College; and,

WHEREAS, Mr. and Mrs. Gordon May have touched the lives of many students, had a profound impact on the community and have been distinguished as outstanding professionals.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council, and members of this great community, honor and salute Zeta Phi Beta Sorority, Inc.'s, 2019 "Family of the Year," Mr. and Mrs. Gordon May. Congratulations.

Kermit Williams President

Kimi wii	ams, Hesidem
Randy Carter, President Pro-Tem	Patrice Waterman, Councilwoman
Don Woodward, Councilman	Mary Pietila, Councilwoman
Gloria Miller, Councilwoman	Doris Taylor-Burks, Councilwoman

#16 RESOLUTION

City of Pontiac Resolution for Community Service Honoree Attorney Elbert L. Hatchett

WHEREAS, It is the sense of this legislative body to honor an outstanding individual of remarkable character, who is inspirational and who empowers the community; and,

WHEREAS, Zeta Phi Beta Sorority, Inc., Lambda Rho Zeta Chapter, in partnership with the Pearls of Hope Foundation celebrates the 36th Annual Finer Womanhood Scholarship Luncheon; and,

WHEREAS, this year, recognition is bestowed upon "Community Service Honoree," Attorney Elbert L. Hatchett; and,

WHEREAS, Attorney Albert L. Hatchett is one of the nation's leading trial lawyers and for forty years has been dedicated to excellence in the practice of law and the pursuit of justice for all; and,

WHEREAS, Attorney Elbert L. Hatchett is a founding partner of the original Law Firm, Hatchett, Brown, Waterman and Campbell, which made history, when it filed suit, represented and won the segregation case against the Pontiac School District in 1971, as this momentous case, made it to the United States Supreme Court and established a legal precedent for busing as a remedy for segregated school systems in the North; and,

WHEREAS, Attorney Elbert L. Hatchett's law firm located in Pontiac, Michigan, has contributed extensively to the community; and,

WHEREAS, Attorney Elbert L. Hatchett is an advocate and a defender of human rights as his commitment is evident in his leadership roles; and,

WHEREAS, Attorney Elbert L. Hatchett has served as past President of the Northern Oakland County Branch of the NAACP, has received countless awards for his outstanding work and commitment which include; the Detroit Human Rights Committee for Outstanding Contributions, Community Service Award-National Association of Business and Professional Women, Distinguished Alumni-Florida A & M University and Trailblazer Awards- D. Augustus Straker Bar Association; and,

WHEREAS, Attorney Elbert L. Hatchett is married to Laurestine and they are the proud parents of three adult children, two grandchildren and a great-grand.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council, and members of this great community, honor and salute Zeta Phi Beta Sorority, Inc.'s, 2019 "Community Service Honoree," Attorney Elbert L. Hatchett. 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			

#17 RESOLUTION

City of Pontiac Resolution for Woman of the Year Anita Barksdale, RN

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

WHEREAS, Zeta Phi Beta Sorority, Inc., Lambda Rho Zeta Chapter, in partnership with the Pearls of Hope Foundation celebrates the 36th Annual Finer Womanhood Scholarship Luncheon; and,

WHEREAS, this year, recognition is bestowed upon "Woman of the Year," Anita Barksdale, RN; and,

WHEREAS, Anita Barksdale is married to Nicholas Barksdale and the couple has two children, Christopher and Nicole; and,

WHEREAS, Anita Barksdale is a Registered Nurse and a Nurse Educator at St. Joseph Mercy Oakland; and,

WHEREAS, Anita Barksdale is a faithful and committed health care professional who routinely holds seminars and workshops regarding safety and health issues; and,

WHEREAS, Anita Barksdale is the Advisor of the Stork's Nest of Zeta Phi Beta Sorority, Lambda Rho Zeta Chapter and is truly a trailblazer, as her tenacity and vision led to not only the Stork's Nest having a permanent location at St. Joseph's Medical Building, but evolved into a collaboration of health care professionals all assisting young mother's while visiting the Stork's Nest for pre-natal education, free baby layettes and other needed baby items; and,

WHEREAS, Anita Barksdale is a dedicated community activist as she is an Advisor for the Pearlettes, the youngest auxiliary group of Zeta Phi Beta, she oversees and ensures that the Pearlettes are involved in various community projects, crafts and other activities, volunteers with other community agencies, and along with her husband and children, promotes awareness of Autism and provides guidance, special services and assistance to families as to the Autism spectrum.

THEREFORE BE IT RESOLVED, that the members of the Pontiac City Council and members of this great community honor and salute Zeta Phi Beta Sorority, Inc.'s, 2019 "Woman of the Year," Anita Barksdale, RN, for her exemplary contributions of leadership, selflessness and commitment to our community.

Kermit Willia	nms, President
Randy Carter, President Pro-Tem	Patrice Waterman, Councilwoman
Don Woodward, Councilman	Mary Pietila, Councilwoman
Gloria Miller, Councilwoman	Doris Taylor-Burks, Councilwoman

#18 RESOLUTION



MEMORANDUM

City of Pontiac Controller's Office

47450 Woodward Avenue Pontiac, Michigan 48342 Telephone: (248) 758-3118

Fax: (248) 758-3197

DATE:

06/06/2019

TO:

Honorable Mayor and City Council

FROM:

Hughey Newsome, Interim Finance Director

Thru:

Office of Deputy Mayor, Jane Bais DiSessa

SUBJECT:

School Liaison Contract with Pontiac School District – FY2019-20

Honorable Mayor Waterman,

In June 2018, the City of Pontiac ("City") and the Pontiac School District ("District") entered into a contract to provide additional law enforcement support for schools via the School Liaison Program. The city has a contract with the Oakland County Sherriff's Office to provide policing for the city; additionally, the District has a contract with the City to support the School Liaison program, which provides additional the aforementioned law enforcement support for the schools.

The June 2018 contract went into effect July 1, 2018 and expires June 30, 2019. The District has expressed an interest to renew the program for another year. The City and the District negotiated the terms of the original agreement, which is consistent with the new contract (with amended dates and cost figures).

If Council agrees, the following resolution would be in order:

Whereas, the School District of the City of Pontiac desires to have an increased official law enforcement presence within the District and has approved an agreement with the City of Pontiac; and,

Whereas, the City of Pontiac sees a benefit in having an official Law enforcement presence in the District; and,

Memo RE: School Liaison Contract with Pontiac School District – FY2019-20

June 6, 2019 Page 2 of 2.

Continued:

Whereas, the Oakland County Sheriff's Office finds the school liaison officer program as a benefit to all parties involved; and,

Whereas, the City Attorney has reviewed and approved agreement as to form;

Now, Therefore, Be It Resolved that the Pontiac City Council approves the Police School Liaison Officer Program Agreement between the School District of the City of Pontiac and the City of Pontiac and authorizes the Mayor to sign agreement as presented.

POLICE-SCHOOL LIAISON PROGRAM

This Agreement is made this 31st day of May 2019, with an effective date of July 1, 2019, by and between the SCHOOL DISTRICT OF THE CITY OF PONTIAC, a Michigan School District, whose address is 47200 Woodward Avenue, Pontiac, Michigan 48342, the CITY OF PONTIAC, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342.

WHEREAS, the City of Pontiac is municipal government located in the County of Oakland and the State of Michigan, and School District of the City of Pontiac is a public school district educating students residing within the boundaries of the unit of government which is a party to this Agreement.

WHEREAS, the parties are joining together to finance and provide for a police-school liaison educational program by entering into this Inter-Governmental Agreement pursuant to, and under the authority of Act 35 of the Public Acts of 1951 of the State of Michigan, as amended (MCL 124.1 et seq.).

WHEREAS, the parties hereto believe the involvement of police in the educational program of the community's elementary and secondary schools would be of great public benefit by building respect for law enforcement and preventing present and future crime, among other reasons, and that the various units of government should share the cost and responsibility for a police-school liaison education program.

NOW THEREFORE, the parties hereto agree:

- To establish, on a year to year basis, beginning each July 1 and ending each June 30, a police education
 program to be carried on in the elementary and secondary schools for children attending the School
 District of the City of Pontiac.
- 2. The Police-School Liaison Officer will be assigned to the program by the Oakland County Sheriff's Office (OSCO). Staffing levels will be determined by the School District of the City of Pontiac and through budget allocations of the School District of the City of Pontiac. The Liaison Officers' responsibilities shall be to:
 - a. Provide eighty (80) hours of law enforcement services by an Oakland County Sheriff's Deputy for any bi-weekly period.
 - b. Conduct education programs.

- c. Enforce state law and local ordinances on school premises.
- d. Report to and take direction from the Management Team.
- 3. Whereas, the officers are contracting to serve as school liaison officers, and whereas, the officers are housed and work on a daily basis within the confines of the School District of the City of Pontiac, and whereas, the supervision of the program will be as unique as the program itself, there are three (3) major areas which will require supervision:
 - a. Routine Performance and Special Duties.
 - b. Criminal Complaints.
 - c. Policy, Procedures and Finance.
- 4. A two-member Management Team comprised of the commanding officer of the O.C.S.O., and a School District of the City of Pontiac designee appointed by the Superintendent, shall be responsible for overseeing the liaison officers' routine performance and special duties, and specifically to:
 - a. Manage, on a daily basis, the liaison officers' activities and duties.
 - b. Implement program objectives and measurement methods.
 - c. Balance the education and law enforcement roles of the liaison officers.
 - d. Provide feedback and reports.
 - e. Provide an annual report by June 15 of each year, for distribution to the School District of the City of Pontiac Superintendent and to the City Administrator for the City of Pontiac. Upon the elimination of the position of City Administrator, such annual report shall be provided to the Mayor.
 - f. Maintaining the program's philosophy of crime prevention through education and appropriate law enforcement practices.
 - g. Oversight and administration of the police-school liaison program.
 - h. Establishment and implementation of the goals and objectives for the program.
 - i. Resolution of conflicts concerning program direction or content.

- j. Submitting a proposed annual budget to the School District by the City of Pontiac no later than February 15 of each calendar year.
- k. Recommending any changes to the Police-School Liaison Agreement.
- 5. Whereas, the liaison officers are police officers first and whereas, they must work with many law enforcement agents, as well as school and community organizations:
 - a. The officers will, from time to time, be involved with incidents which occur on school premises and shall be responsible for preparing any appropriate reports and assist with law enforcement incidents as needed.
- 6. The total cost of the program shall be as follows:
 - a. The total cost of the program, including any overtime, shall be the lesser of City of Pontiac's cost for a Sheriff's Deputy under the Law Enforcement Services Agreement (attached hereto as Exhibit A) that the City has with the Oakland County Sheriff's Department or \$133,347, on an annualized basis, except the City's responsibility for overtime shall be limited to \$5,125.
 - b. The cost of materials and any other cost agreed to by the parties hereto, provided that the aggregate cost does not exceed the amounts set forth in Section 6a, above.
 - c. The City shall invoice the School District monthly for total costs incurred by the City the previous month. The School District shall pay the City within 30 days of the date of the invoice. Failure of the School District to pay the City within 60 days of receiving the service shall allow the City to cancel this Agreement and stop the provision of services herein described.
- 7. The City of Pontiac shall be responsible for administering the moneys for carrying on the police-school education program. The City of Pontiac shall pay Oakland County Sheriff's Office at such intervals as are required by the Law Enforcement Services Agreement for Sheriff's deputies.
- 8. The officers involved in the program shall continue to be the employees of the Oakland County Sheriff's Department, and shall not be employees of the City or the District. The parties expect that the officers involved shall cooperate in respect to the carrying on of the program, the content of the program and all related details. In the event the designated liaison from the Oakland County Sheriff's Office is unable to be physically present in the District due to vacation or training, the Oakland County

- Sheriff's Office and the City will ensure that there will still be a physical presence by another deputy in the District for the duration of the designated liaison's absence.
- 9. The School District of the City of Pontiac shall provide space, a desk, a phone, and other related equipment for the officers, and shall cooperate in the program so that the officers may be involved in the educational process for the benefit of as many students as possible.
- 10. Acknowledgement is hereby given by the School District of the City of Pontiac for providing space, phone and related equipment, and services are provided above the financial commitment required by this Agreement.
- 11. Subject to the following Paragraph, this Agreement shall become effective at 12:01 A.M., July 1, 2019, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on June 30, 2020. In addition, any party may terminate this Agreement by giving written notification to all others at least ninety (90) days prior to the proposed termination date, which date shall be clearly stated in the written notice. Upon the expiration or termination of this Agreement, all further obligations to provide LAW ENFORCEMENT SERVICES to the DISTRICT under this Agreement shall end.
- 12. In the event that the DISTRICT wishes to enter into a new agreement for LAW ENFORCEMENT SERVICES upon the expiration of this Agreement, it will notify the City of Pontiac, in writing, of this intent no later than December 31, 2019. If the DISTRICT, as above, notifies the City of Pontiac of its intent to enter into a new agreement, and the City of Pontiac has a similar interest, the City of Pontiac shall present the DISTRICT with a new proposed agreement for continued LAW ENFORCEMENT SERVICES on, or before, January 31, 2020. In no event shall this paragraph be interpreted to obligate the City of Pontiac or the DISTRICT to continue any Agreement for any LAW ENFORCEMENT SERVICES beyond the expiration of this Agreement unless a new fully executed contract is executed by the parties. In the event that the DISTRICT terminates this Agreement or elects not to enter into a subsequent agreement because it decides to establish its own police department, the DISTRICT shall not be obligated to hire anybody who worked with the City of Pontiac or the O.C.S.O. pursuant to this agreement.
- 13. After it is determined to proceed with the upcoming year's program, the City of Pontiac shall make arrangements with the Oakland County Sheriff's Department for the availability of the deputies for a like period.

- 14. Neither the School District of the City of Pontiac nor the City of Pontiac shall be responsible for any officer(s) in the program. Each of the parties hereto shall carry liability insurance to protect themselves for any liability or cost which may occur as a result of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Subject to Paragraph 15, each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 15. To the extent the City of Pontiac is entitled to indemnification from the OCSO pursuant to its Law Enforcement Services Agreement with OCSO, as a result of OSCO services contemplated herein, the City of Pontiac shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors, and assignees, from and against any and all claims, counterclaims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with The City of Pontiac performance of the Services pursuant to this Contract and/or from The City of Pontiac's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of The City of Pontiac, its officers, directors, employees, successors, assignees, contractors, agents; (ii) any breach of the terms of this Contract by The City of Pontiac, its officers, directors, employees, successors, assignees, contractors, and agents; (iii) any violation or breach by The City of Pontiac, its officers, directors or employees, successors and assignees of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the Services; or (iv) any breach of any representation or warranty by The City of Pontiac, its officers, directors, employees, successors, and assignees, under this Contract. The City of Pontiac shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.
- 16. This Amended Agreement is intended to, and hereby does, supersede and replace any and all prior agreements among the parties relative to the police-school liaison program.
- 17. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and

not construed strictly for or against any party. As used in this Agreement, the singular or plural number, the possessive or nonpossessive, shall be deemed to include the other whenever the context so indicates or requires.

- 18. Absent an expressly written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
- 19. This Agreement shall be binding upon each party to the extent permitted by law, upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

City of Pontiac	School District of the City of Pontiac			
Ву:	Ву:			
Deirdre Waterman	Kelley Williams			
lts: _Mayor	Its: Superintendent			
Date:	Date:			

#19 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

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:

June 26, 2019

RE: City of Pontiac's 2019 Street Improvement Program - Pamar Enterprises, Inc.

The City of Pontiac received and publicly opened bids for the referenced improvement project on Thursday, May 28, 2019. Proposed work is on Prospect Street – Woodward to S. Paddock:

Oliver Street – Ivy to N. Perry; Third Street – Joslyn to West Dead End; Wisner Street – Chavez to Cass;

Corwin Street - Montcalm to Kinney; W. Hopkins Street - Cherrylawn to Karen.

A total of two (2) bids were received for the project in the amounts as follows:

1. Pamar Enterprises, Inc.

\$1,617,806.50

2. HMC, LLC

\$1,954,683.39

The Engineering Division has reviewed the proposal and references submitted by Pamar Enterprises, Inc., and based on the attached is recommending the award to the low bidder, Pamar Enterprises, Inc.

Construction is scheduled to start in late July with anticipated completion within ninety (90) days.

Funding for the project is identified in FY "18-19 Local Street Fund (203-463-986.000 and 203-463-990.000)

Based upon the above information, it is recommendation of the Department of Public Works that the City of Pontiac's 2019 Local Street Improvement Program be awarded to Pamar Enterprises, Inc., in the amount of \$1,617,806.50.

WHEREAS,

the City of Pontiac has advertised and received responses to a Request For Proposal for the 2019 Local Street Improvement

Program on May 28, 2019, and publically opened bids; and

WHEREAS,

a bid tabulation was prepared and reviewed, and;

WHEREAS,

the City identified the low bidder as Pamar Enterprises, and

references of the low bidder checked and found acceptable.

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to enter into a contract with Pamar Enterprises, Inc. for \$1,617,806.50 for the 2019
Local Street Improvement Project.

CONTRACT FOR 2019 Street Improvement Program

1) <u>Parties.</u> The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and *Pamar Enterprises Inc.*, hereinafter called the "Contractor".

ALCOHOLOGICAL STATEMENT ST

- 2) <u>Purpose.</u> The purpose of this contract is for the City to engage the Contractor to provide cold milling and resurfacing and related work for the 2019 STREET IMPROVEMENT PROGRAM_to the City (see Scope of Services below).
- 3) <u>Scope of Services.</u> The Contractor will provide all labor, materials, supplies, equipment and supervision to perform cold milling and resurfacing and related work for the **2019 STREET IMPROVEMENT PROGRAM** in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.
- 4) <u>General Terms and Conditions.</u> This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).
- 5) <u>Consideration</u>. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:
- 6) <u>Period of Performance.</u> This contract will become effective for the period beginning <u>June 27, 2019</u>, with 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) <u>Applicable Law.</u> 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) <u>Requirements contract.</u> 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.

SCOPE OF SERVICES

CONTROL OF THE PROPERTY OF THE

The Contractor shall provide cold milling and resurfacing and related work for the **2019 STREET IMPROVEMENT PROGRAM**.

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

REQUEST TO SUBMIT BIDS FOR 2019 STREET IMPROVEMENT PROGRAM FOR THE CITY OF PONTIAC

The City of Pontiac Michigan (The City) is requesting bids for the cold milling and resurfacing and related work for the **2019 STREET IMPROVEMENT PROGRAM**. The streets within the program include Prospect St. from Woodward Ave. to Paddock St.; Corwin Ave. from Montcalm St. to Kinney Rd.; Wisner St. from Cass Ave. to Caesar Chavez Ave.; Hopkins Rd. from Cherrylawn Ave. to Karen Ct.; Third St. from Joslyn Ave. to the end of the cul-de-sac; and Oliver St. from Perry St. to Joslyn Ave. and Joslyn Ave. to Ivy St. in and for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "2019 STREET IMPROVEMENT PROGRAM" until 2:00 p.m. EDIT, Thursday, May 23, 2019 at which time they will be publicly opened. It is the offeror's sole responsibility to ensure that their bid is physically deposited with the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the offeror. (NOTE: Electronic or faxed submissions will not be accepted)

PRE-BID MEETING

A mandatory pre-bid meeting will be held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan 48342, at 10:00 arm., local time on Wednesday, May 15, 2019. Prospective Bidders are required to attend the pre-bid meeting.

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

The following work items represent significant items within the project and shall be performed by selected

bidder:

Removal of Asphalt Pavement
Removal of Existing Base Materials
Installation of Aggregate Base
Hot Mix Asphalt Paving
Replacement, Adjustment, and Reconstruction of Drainage Structures
Removal and Replacement of Storm Sewer
Removal and Replacement of Curb and Gutter, Driveways, Sidewalks and ADA Accessible Ramps

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

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

Any interpretation, correction or change of this document will be made only by written addendum hereto. Any interpretation, correction or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to John Balint and be received no later than five working days prior to the scheduled opening (these may be hand-delivered, mailed or faxed to (248) 758-3750 or emailed to JBalint@pontiac.mi.us). A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Department of Public Works. Any addendums issued will be located on the Pontiac's website

http://www.pontiac.mi.us/departments/finance/purchasing.php its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342.

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

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

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

All work must comply with OSHA standards and with the MDOT 2012 Standard Specifications for Construction, City of Pontiac Standards, and Oakland County Water Resource Commissions standards, specifications, and details.

PRE-BID MEETING: Wednesday, May 15, 2019 at 10:00 AM

BIDS DUE: Thursday, May 23, 2019 at 2:00 PM

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

Additional documents to download:

Attachment A - MDOT Frequently Used Special Provisions

Attachment B - Construction Plans

I. PURPOSE

To solicit bids from qualified individuals or firms to perform construction services for the improvement of city streets, along with related work, for the **2019 STREET IMPROVEMENT PROGRAM** consisting of Prospect, Corwin, Wisner, Hopkins, Third, and Oliver in and for the City of Pontiac.

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II. BACKGROUND

The City of Pontiac has allocated funds for the improvement of Prospect St. from Woodward Ave. to Paddock St.; Corwin Ave. from Montcalm St. to Kinney Rd.; Wisner St. from Cass Ave. to Caesar Chavez Ave.; Hopkins Rd. from Cherrylawn Ave. to Karen Ct.; Third St. from Joslyn Ave. to the end of the cul-de-sac; and Oliver St. from Perry St. to Joslyn Ave. and Joslyn Ave. to Ivy St., the total length of improved roadway will be 1.10 miles. These funds shall be used to provide new HMA pavement, curb and gutter repair, drainage improvements, new sidewalk and ramps and utility structure adjustments for the City of Pontiac residents.

III. SCOPE OF WORK

Contractor will provide all labor, equipment, and materials for new HMA pavement, curb and gutter repair, drainage improvements, new sidewalk and ramps and utility structure adjustments and related work within the following "Section IV. Request" and Scope of Work listed in the attached "2019 STREET IMPROVEMENT PROGRAM BID" in Appendix A.

All workmanship and materials shall be in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction and the MDOT Frequently Used Specifications listed in Attachment A, City of Pontiac Standards and Details for Construction. In addition, all workmanship and materials for soil erosion, sanitary sewer covers and adjustments, water services, appurtenances, fire hydrant, gate valve, and gate well covers and adjustments, if required, shall be in accordance with the Oakland County Water Resource Commissioners Standards, Details, and Specifications.

The streets shall remain open to through traffic for the duration of construction, unless approved by the City of Pontiac. The Contractor shall provide local traffic access to residents along streets within the project.

The City of Pontiac will apply for, pay for, and obtain a permit for Soil Erosion Control from the Oakland County Water Resource Commissioner, if required.

It is the City's intention to utilize the successful proposer's services within ten days from the issuance of the "Notice to Proceed" document. The construction completion date for this project shall be 90 calendar days from the Notice to Proceed. All services shall be performed according to the Agreement, as well as the submitted bid.

IV. REQUEST

In addition to the required form "2019 STREET IMPROVEMENT PROGRAM BID" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present

information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½" x 11" paper. There is no limit to pages submitted for complete response to this section: Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractors qualifications and ability to successfully provide the services requested.

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

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- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.
- d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).
- e) Provide current Good Standing Certificate for the firm (if applicable).
- f) Provide organizational documents for the firm such as bylaws and operating agreement (If applicable),
- g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- h) Provide a list of board of directors and officers of firm (if applicable).
- i) Provide insurance as required in Appendix "D"
- j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work for in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- I) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide Bid Bond as outlined in section "IX. BONDING REQUIREMENTS"

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

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

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

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "2019 STREET IMPROVEMENT PROGRAM BID" in Appendix A

It is the City's intention to utilize the successful proposer's services within ten days from the issuance of the "Notice to Proceed" document. The construction completion date for this project shall be 90 calendar days from the Notice to Proceed.. All services shall be performed according to the Agreement, as well as the submitted bid.

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded to the lowest responsible bidder. The Contracted Services will consist of the improvement of Prospect St. from Woodward Ave. to Paddock St.; Corwin Ave. from Montcalm St. to Kinney Rd.; Wisner St. from Cass Ave. to Caesar Chavez Ave.; Hopkins Rd. from Cherrylawn Ave. to Karen Ct.; Third St. from Joslyn Ave. to the end of the cul-de-sac; and Oliver St. from Perry St. to Joslyn Ave. and Joslyn Ave. to Ivy St., the total length of improved roadway will be 1.10 miles.

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

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

- Pay item codes, pay name, quantities, unit prices, and material certifications for the work performed;
- Invoice; and
- Waiver of Liens of all subcontractors.

VII. ADDITIONAL INFORMATION:

All workmanship and materials shall be in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications, MDOT Frequently Used Special Provisions listed in Attachment A, and the City of Pontiac Standards and Construction Details. In addition, all workmanship and materials for soil erosion, sanitary sewer and water related adjustments and covers shall be in accordance with the Oakland County Water Resource Commissioners Standards, Details, and Specifications. The Contractors must adhere to these Standard, Specifications and Plans in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact John Balint at (248) 758-3615. If Contractor is not in possession of a Pontiac Business license then Contractor shall procure said license once awarded.

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

VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "2019 STREET IMPROVEMENT PROGRAM" clearly marked on the front to by Thursday, May 23, 2019 at 2:00 PM EDT to the following:

Secretary of the State of the S

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

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

IX. BONDING REQUIREMENTS

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

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

- b) A <u>performance bond</u> 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 on executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- c) A <u>payment bond</u> (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.
- d) A <u>maintenance and guarantee bond</u> 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.

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

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3092, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract. Contractor is required to withhold City of Pontiac Income tax from wages paid to:

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

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

Tax forms URL: http://www.pontiac.mi.us/departments/income tax/tax forms.php

TASULATION OF BIDS Project: 2019 Street Improvement Program Client: City of Pontiac, Michigan

William West	City of Pontiac		Engineer's Estimate;		Low Bidder:		Γ	
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SPECIAL PROVISIONS, MODIFED PAY ITEMS AND CONSTRUCTION SCHEDULE

All work shall be done in accordance with the Michigan Department of Transportation (MDOT) Standard Specifications for Construction (2012 edition) and the latest revisions to the Standard Details as published by MDOT, EXCEPT as specifically modified in the Contract Documents. Special and modified pay items are noted below.

PAVT, REM

This work shall be done in accordance with Section 204 of the 2012 Standard Specifications for Construction, except as follows:

Pavt, Rem shall consist of saw cutting and removal of concrete and/or bituminous drive approaches and concrete pavement, if required.

Upon completion of the removal, the Contractor shall immediately place material in the drive approach area to provide access for the resident. The placement of temporary material shall be considered incidental to the item Pavt. Rem.

The completed work as measured and paid for at the contract unit price for Pavt, Rem per Square Yard.

CURB AND GUTTER, REM

This work shall be done in accordance with Sections 204 of the 2012 MDOT Standard Specifications for Construction, except as follows:

The Contractor shall remove concrete curb and gutter where called for on the plans or marked by the Engineer.

The Contractor shall sawcut and remove the sections of curb and gutter so marked by the Engineer.

Where the curb to be removed is in an area where it will affect a drive approach, the Contractor shall upon removal, place an approved material in the curb area to provide access for residents/businesses.

The completed work to remove concrete curb and gutter shall be measured along the flow line of the gutter in linear feet and paid for at the Contract Unit Price per linear foot for Curb and Gutter, Rem.

No separate payment will be considered for placing and removing approved material placed to temporarily provide access.

CURB AND GUTTER, CONC, DET F4

This work shall be done in accordance with Sections 802 of the 2012 MDOT Standard Specifications for Construction, except as follows:

Epoxy coated lane ties, per MDOT standard, shall be installed where the new curb and gutter meets existing, theses lane ties will not be paid for separately but considered incidental to the adjacent pay item.

The completed work to replace concrete curb and gutter shall be measured along the flow line of the gutter in linear feet and paid for at the Contract Unit Price per linear foot for Curb and Gutter, Conc,

Det F-4.

EROSION CONTROL, FILTER BAG

Provide inlet filter in accordance with the Soil Erosion Details, and Oakland County Water Resource Commissions specifications. Use "Curb and Gutter, Inlet Filter Alternative "A" (SI-4A)" at low points, designated in the plans, and "Curb and Gutter, Inlet Filter (SI-4)" for all other proposed drainage structures. This pay item includes all costs for materials, and labor for performing this work.

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STATION GRADING, SPECIAL, PROSPECT

This work shall be done in accordance with Divisions 2 and 3 of the 2012 MDOT Standard Specifications for Construction except as follows:

The Contractor shall remove bituminous pavement, existing base and subbase and prepare grade for proposed pavement structure as specified on the proposed cross section, where called out on the plans or as directed by the Engineer. This Pay Item shall be limited to Prospect Street.

The Contractor shall saw cut and remove existing pavement and existing base to a depth of twelve (12) inches below existing pavement grade. Following removals, the contractor will proof roll excavated areas in the presence of the Engineer. The Engineer will determine if any additional excavation (subgrade undercutting) is required.

Disposing of all materials removed shall be in accordance with all applicable local and state laws and included in the payment for Station Grading, Special, Prospect.

The Aggregate Base shall be placed immediately upon completion of the proof rolling and acceptance by the Engineer.

The completed work as measured for the item Station Grading, Special, Prospect will be paid for at the contract as-bid unit price for Station Grading, Special, Prospect per STA (station).

The payment in Station shall include all labor, equipment and materials required to complete the pay item Station Grading, Special, Prospect including, but not limited to, perform saw cutting, remove bituminous or concrete pavement, excavate the subbase to the cross section, details and specifications indicated on the plans, and includes any side street returns if encountered and disposing of same and proof roll as directed by the Engineer.

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, 21AA per Cubic Yard or Subgrade Undercutting, Crushed Concrete, 1"x3" per Cubic Yard, as directed by the engineer.

STATION GRADING, SPECIAL, CORWIN

This work shall be done in accordance with Divisions 2 and 3 of the 2012 MDOT Standard Specifications for Construction except as follows:

The Contractor shall remove bituminous pavement, existing base and subbase and prepare grade for proposed pavement structure as specified on the proposed cross section, where called out on the plans or as directed by the Engineer. This Pay Item shall be limited to Corwin Ave.

The Contractor shall saw cut and remove existing pavement and existing base to a depth of twelve (12) inches below existing pavement grade. Following removals, the contractor will proof roll excavated areas in the presence of the Engineer. The Engineer will determine if any additional excavation (subgrade undercutting) is required.

Disposing of all materials removed shall be in accordance with all applicable local and state laws and included in the payment for Station Grading, Special, Corwin.

The Aggregate Base shall be placed immediately upon completion of the proof rolling and acceptance by the Engineer.

The completed work as measured for the item Station Grading, Special, Corwin will be paid for at the contract as-bid unit price for Station Grading, Special, Corwin per STA (station).

The payment in Station shall include all labor, equipment and materials required to complete the pay item Station Grading, Special, Corwin including, but not limited to, perform saw cutting, remove bituminous or concrete pavement, excavate the subbase to the cross section, details and specifications indicated on the plans, and includes any side street returns if encountered and disposing of same and proof roll as directed by the Engineer.

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, 21AA per Cubic Yard or Subgrade Undercutting, Crushed Concrete, 1"x3" per Cubic Yard, as directed by the engineer.

STATION GRADING, SPECIAL, WISNER

This work shall be done in accordance with Divisions 2 and 3 of the 2012 MDOT Standard Specifications for Construction except as follows:

The Contractor shall remove bituminous pavement, existing base and subbase and prepare grade for proposed pavement structure as specified on the proposed cross section, where called out on the plans or as directed by the Engineer. This Pay Item shall be limited to Wisner Street.

The Contractor shall saw cut and remove existing pavement and existing base to a depth of twelve (12) inches below existing pavement grade. Following removals, the contractor will proof roll excavated areas in the presence of the Engineer. The Engineer will determine if any additional excavation (subgrade undercutting) is required.

Disposing of all materials removed shall be in accordance with all applicable local and state laws and included in the payment for Station Grading, Special, Wisner.

The Aggregate Base shall be placed immediately upon completion of the proof rolling and acceptance by the Engineer.

The completed work as measured for the item Station Grading, Special, Wisner will be paid for at the contract

as-bid unit price for Station Grading, Special, Wisner per STA (station).

The payment in Station shall include all labor, equipment and materials required to complete the pay item Station Grading, Special, Wisner including, but not limited to, perform saw cutting, remove bituminous or concrete pavement, excavate the subbase to the cross section, details and specifications indicated on the plans, and includes any side street returns if encountered and disposing of same and proof roll as directed by the Engineer.

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If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, 21AA per Cubic Yard or Subgrade Undercutting, Crushed Concrete, 1"x3" per Cubic Yard, as directed by the engineer.

STATION GRADING, SPECIAL, HOPKINS

This work shall be done in accordance with Divisions 2 and 3 of the 2012 MDOT Standard Specifications for Construction except as follows:

The Contractor shall remove bituminous pavement, existing base and subbase and prepare grade for proposed pavement structure as specified on the proposed cross section, where called out on the plans or as directed by the Engineer. This Pay Item shall be limited to Hopkins Road.

The Contractor shall saw cut and remove existing pavement and existing base to a depth of twelve (12) inches below existing pavement grade. Following removals, the contractor will proof roll excavated areas in the presence of the Engineer. The Engineer will determine if any additional excavation (subgrade undercutting) is required.

Disposing of all materials removed shall be in accordance with all applicable local and state laws and included in the payment for Station Grading, Special, Hopkins.

The Aggregate Base shall be placed immediately upon completion of the proof rolling and acceptance by the Engineer.

The completed work as measured for the item Station Grading, Special, Hopkins will be paid for at the contract as-bid unit price for Station Grading, Special, Hopkins per STA (station).

The payment in Station shall include all labor, equipment and materials required to complete the pay item Station Grading, Special, Hopkins including, but not limited to, perform saw cutting, remove bituminous or concrete pavement, excavate the subbase to the cross section, details and specifications indicated on the plans, and includes any side street returns if encountered and disposing of same and proof roll as directed by the Engineer.

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, 21AA per Cubic Yard or Subgrade Undercutting, Crushed Concrete, 1"x3" per Cubic Yard, as directed by the engineer.

STATION GRADING, SPECIAL, THIRD

This work shall be done in accordance with Divisions 2 and 3 of the 2012 MDOT Standard Specifications for Construction except as follows:

The Contractor shall remove bituminous pavement, existing base and subbase and prepare grade for proposed pavement structure as specified on the proposed cross section, where called out on the plans or as directed by the Engineer. This Pay Item shall be limited to Third Avenue.

The Contractor shall saw cut and remove existing pavement and existing base to a depth of twelve (12) inches below existing pavement grade. Following removals, the contractor will proof roll excavated areas in the presence of the Engineer. The Engineer will determine if any additional excavation (subgrade undercutting) is required.

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Disposing of all materials removed shall be in accordance with all applicable local and state laws and included in the payment for Station Grading, Special, Third.

The Aggregate Base shall be placed immediately upon completion of the proof rolling and acceptance by the Engineer.

The completed work as measured for the item Station Grading, Special, Third will be paid for at the contract asbid unit price for Station Grading, Special, Third per STA (station).

The payment in Station shall include all labor, equipment and materials required to complete the pay item Station Grading, Special, Third including, but not limited to, perform saw cutting, remove bituminous or concrete pavement, excavate the subbase to the cross section, details and specifications indicated on the plans, and includes any side street returns if encountered and disposing of same and proof roll as directed by the Engineer.

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, 21AA per Cubic Yard or Subgrade Undercutting, Crushed Concrete, 1"x3" per Cubic Yard, as directed by the engineer.

STATION GRADING, SPECIAL, OLIVER

This work shall be done in accordance with Divisions 2 and 3 of the 2012 MDOT Standard Specifications for Construction except as follows:

The Contractor shall remove bituminous pavement, existing base and subbase and prepare grade for proposed pavement structure as specified on the proposed cross section, where called out on the plans or as directed by the Engineer. This Pay Item shall be limited to Oliver Street.

The Contractor shall saw cut and remove existing pavement and existing base to a depth of twelve (12) inches below existing pavement grade. Following removals, the contractor will proof roll excavated areas in the presence of the Engineer. The Engineer will determine if any additional excavation (subgrade undercutting) is required.

Disposing of all materials removed shall be in accordance with all applicable local and state laws and included in the payment for Station Grading, Special, Oliver.

The Aggregate Base shall be placed immediately upon completion of the proof rolling and acceptance by the Engineer.

The completed work as measured for the item Station Grading, Special, Oliver will be paid for at the contract as-bid unit price for Station Grading, Special, Oliver per STA (station).

The payment in Station shall include all labor, equipment and materials required to complete the pay item Station Grading, Special, Oliver including, but not limited to, perform saw cutting, remove bituminous or concrete pavement, excavate the subbase to the cross section, details and specifications indicated on the plans, and includes any side street returns if encountered and disposing of same and proof roll as directed by the Engineer.

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, 21AA per Cubic Yard or Subgrade Undercutting, Crushed Concrete, 1"x3" per Cubic Yard, as directed by the engineer.

SUBGRADE UNDERCUTTING, 21AA, LIMESTONE

This WORK shall be done in accordance with Section 205 Roadway Earthwork of the 2012 MDOT Standard Specifications for Construction, except as follows:

Subgrade Undercutting shall be as defined in Section 205 except that the material for backfilling the undercut volume and the Types of Undercutting shall be as follows:

Subgrade Undercutting, 21AA, Limestone–Backfill material shall be 21AA graded limestone aggregate.

After the subgrade has been excavated to the approximate grade, the Engineer will promptly examine the grade to determine if any subgrade undercutting is required and determine the limits of such undercutting and the type of backfill desired.

Subgrade Undercutting will be measured by volume in cubic yards in its original position for the specified types and paid for at the Contract Unit Price for SUBGRADE UNDERCUTTING, 21AA, LIMESTONE per cubic yard Compacted In Place (CIP)

SUBGRADE UNDERCUTTING, CRUSHED CONCRETE, 1"x3"

This WORK shall be done in accordance with Section 205 Roadway Earthwork of the 2012 MDOT Standard Specifications for Construction, except as follows:

Subgrade Undercutting shall be as defined in Section 205 except that the material for backfilling the undercut volume and the Types of Undercutting shall be as follows:

Subgrade Undercutting, Crushed Concrete, 1"x3" - Backfill material shall be 1"x3" crushed concrete.

After the subgrade has been excavated to the approximate grade, the Engineer will promptly examine the grade to determine if any subgrade undercutting is required and determine the limits of such undercutting and the type of backfill desired.

Subgrade Undercutting will be measured by volume in cubic yards in its original position for the specified types and paid for at the Contract Unit Price for SUBGRADE UNDERCUTTING, CRUSHED CONCRETE, 1"x3", per cubic yard Compacted in Place (CIP).

SUBGRADE UNDERCUTTING, 21AA, CRUSHED CONCRETE

This WORK shall be done in accordance with Section 205 Roadway Earthwork of the 2012 MDOT Standard Specifications for Construction, except as follows:

Subgrade Undercutting shall be as defined in Section 205 except that the material for backfilling the undercut volume and the Types of Undercutting shall be as follows:

Subgrade Undercutting, 21AA, Crushed Concrete— Backfill material shall be 21AA graded crushed concrete.

After the subgrade has been excavated to the approximate grade, the Engineer will promptly examine the grade to determine if any subgrade undercutting is required and determine the limits of such undercutting and the type of backfill desired.

Subgrade Undercutting will be measured by volume in cubic yards in its original position for the specified types and paid for at the Contract Unit Price for SUBGRADE UNDERCUTTING, 21AA, CRUSHED CONCRETE per cubic yard Compacted In Place (CIP)

GEOTEXTILE SEPARATOR, GEOTURF W270

This work shall be done in accordance with Section 308 and 910 of the 2012 MDOT Standard Specifications for Construction, except as follows:

After the subgrade has been excavated to the approximate grade, the Engineer will promptly examine the grade to determine if any subgrade undercutting is required and determine the limits of such undercutting and the type of backfill and geotextile separator desired. The contractor shall supply "Geoturf W270" geotextile separator fabric, or an alternative material approved by the engineer.

Upon completion and acceptance of this work the contractor will be paid for Geotextile Separator, Geoturf W270 at the as bid Square Yard Unit Price.

GEOTEXTILE STABILIZATION, TENSAR TX190L

This work shall be done in accordance with Section 308 and 910 of the 2012 MDOT Standard Specifications for Construction, except as follows:

After the subgrade has been excavated to the approximate grade, the Engineer will promptly examine the grade to determine if any subgrade undercutting is required and determine the limits of such undercutting and the type of backfill and geotextile stabilization desired. The contractor shall supply "Tensar TX190L" geotextile stabilizer, or an alternative material approved by the engineer.

Upon completion and acceptance of this work the contractor will be paid for Geotextile Stabilization, Tensar TX190L at the as bid Square Yard Unit Price.

AGGREGATE BASE, 8 INCH, 21AA

Provide aggregate 21AA gradation and construction in accordance with the MDOT specifications, except aggregate material shall be 100% crushed limestone. This pay item includes all costs for materials, and labor for performing this work.

Aggregate Base, 8 Inch, 21AA will be measured by square yard and will be paid for at the contract as-bid unit price.

DRIVEWAY ACCESS, TEMPORARY.

Maintain access to all driveways during construction except that each drive may be closed for no more than 3 days to pour and cure the concrete drive, sidewalk behind the drive, and portion of the driveway behind the sidewalk. The Contractor shall notify each resident three working days prior to closing a drive. Temporary materials approved of by the Engineer, such as maintenance gravel may be used, but must be used in a manner that ensures the material does not infiltrate the underlying material to remain in place. This work will NOT be paid for separately but considered incidental to adjacent pay items.

THE CONTRACTOR OF THE PROPERTY
DRAINAGE STRUCTURE COVER, CITY OF PONTIAC (STORM)

The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering covers. Provide East Jordan Iron Works 1040A frame and covers, Heavy duty material per ASTM A48 CL. 35, with 2 inch raised letters stating "CITY OF PONTIAC", and "STORM". Adjusting the storm manhole will be paid for as Drainage Structure Cover, Adj, Case 1 and Drainage Structure, Reconstruct in accordance with the MDOT specifications. This pay item includes all costs for materials, and labor for performing this work.

DRAINAGE STRUCTURE COVER, OCWRC SANITARY

The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering covers. Provide East Jordan Iron Works 1040A frame and covers, Heavy duty material per ASTM A48 CL. 35. Lettering, symbols, and material shall be in accordance with the Oakland County Water Resource Commissions most current standards. Adjusting the sanitary manhole will be paid for as Drainage Structure Cover, Adj, Case 1 and Drainage Structure, Reconstruct. This pay item includes all costs for materials, and labor for performing this work.

DRAINAGE STRUCTURE COVER, OCWRC GATE WELL

The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering covers. Provide East Jordan Iron Works 1040A frame and covers, Heavy duty material per ASTM A48 CL. 35. Lettering, symbols, and material shall be in accordance with the Oakland County Water Resource Commissions most current standards. Adjusting the gate well structure will be paid for as Drainage Structure Cover, Adj, Case 1 and Drainage Structure, Reconstruct. This pay item includes all costs for materials, and labor for performing this work.

GATE BOX, ADJ, CASE 1

The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering boxes. Boxes shall be in accordance with the Oakland County Water Resource Commissions most

current standards. This pay item includes all costs for materials, and labor for performing this work. Adjusting the gate valve box will be paid for as Gate Box, Adj, Case 1.

DR STRUCTURE COVER, ADJ, CASE 1

Adjust storm sewer catch basins, and manholes, water main gate wells, and sanitary sewer structures. Sanitary and water main adjustments shall be in accordance with the Oakland County Water Resources specifications and plan sheet details. Storm sewer structures adjustments shall be in accordance with the 2012 MDOT Standard Specifications for Construction. The unit price for this item incudes installing a concrete collar, 8 inch depth, below the proposed HMA pavement section.

DR STRUCTURE, RECONSTRUCT

Reconstruction of storm sewer catch basins, and manholes, water main gate wells, and sanitary sewer structures shall be done as required to place and adjust structure castings. Sanitary and water main structure reconstruction shall be in accordance with the Oakland County Water Resources specifications and plan sheet details. Storm sewer structure reconstruction shall be in accordance with the 2012 MDOT Standard Specifications for Construction.

The completed work to reconstruct drainage structures shall be paid for Contract Unit Price per foot for Dr Structure, Reconstruct.

SEWER, CL IV, 12 INCH, TR DET B

This work shall be done in accordance with Section 402 of the 2012 MDOT Standard Specifications for Construction except as follows:

Watertight connections shall be made between the ends of existing sewer pipe and replaced sewer pipe. The engineer shall approve all watertight connection materials and construction methods.

The completed work to install sewer shall be paid for Contract Unit Price per linear foot for Sewew, CL IV, 12 Inch, Tr Det B.

SEWER, CL IV, 15 INCH, TR DET B

This work shall be done in accordance with Section 402 of the 2012 MDOT Standard Specifications for Construction except as follows:

Watertight connections shall be made between the ends of existing sewer pipe and replaced sewer pipe. The engineer shall approve all watertight connection materials and construction methods.

The completed work to install sewer shall be paid for Contract Unit Price per linear foot for Sewer, CL IV, 15 Inch, Tr Det B.

SEWER, CL IV, 18 INCH, TR DET B

This work shall be done in accordance with Section 402 of the 2012 MDOT Standard Specifications for Construction except as follows:

Watertight connections shall be made between the ends of existing sewer pipe and replaced sewer pipe. The engineer shall approve all watertight connection materials and construction methods.

The completed work to install sewer shall be paid for Contract Unit Price per linear foot for Sewew, CL IV, 18 Inch, Tr Det B.

SEWER, CL IV, 21 INCH, TR DET B

This work shall be done in accordance with Section 402 of the 2012 MDOT Standard Specifications for Construction except as follows:

Watertight connections shall be made between the ends of existing sewer pipe and replaced sewer pipe. The engineer shall approve all watertight connection materials and construction methods.

The completed work to install sewer shall be paid for Contract Unit Price per linear foot for Sewew, CL IV, 21 Inch, Tr Det B.

SEWER, CL IV, 24 INCH, TR DET B

This work shall be done in accordance with Section 402 of the 2012 MDOT Standard Specifications for Construction except as follows:

Watertight connections shall be made between the ends of existing sewer pipe and replaced sewer pipe. The engineer shall approve all watertight connection materials and construction methods.

The completed work to install sewer shall be paid for Contract Unit Price per linear foot for Sewew, CL IV, 24 lnch, Tr Det B.

PROOF ROLLING

This work shall be done in accordance with the instruction given by the Engineer.

After pavement removal, milling, and/or excavation, the Engineer will inspect the condition of any existing aggregate base course and underlying subgrade. If in the opinion of the Engineer an area of the roadway appears unsuitable for paving, then he may order the Contractor to proof-roll the area to identify unstable areas. Proof-rolling must be scheduled so as not to delay the time of completion for opening the roadway to traffic, and be mutually convenient for the Contractor and the Engineer. The Engineer must be present to observe the proof rolling activity.

After any required proof-rolling is completed, then the Engineer may order subgrade undercutting, manipulation or other methods to improve the pavement subgrade and identify the limits of the work.

Any required subgrade improvement (i.e. undercutting, manipulation, etc.) ordered by the Engineer will not be a basis to extend the time of completion, unless in the opinion of the Engineer, an extension of time is warranted.

The work of proof-rolling will not be measured separately and shall be considered incidental to the project.

CLEANING SIDEWALK

This work shall completely clear the public sidewalk of obstructions related to overgrown brush, shrubs or trees or branches, overburdened sod and vegetation or any other materials that cover the existing sidewalk. Upon completion of this pay item, pedestrians shall have the ability to safely use the sidewalk in the intended manner the sidewalk was designed for.

The limits of this pay item are generally as follows:

The west side of Wisner from Sta. 0+14 to 3+00.

The north side of Prospect at Sta. 1+75 and Sta. 4+50 to 5+00.

The north side of Third from at Sta. 12+50 and Sta. 22+50 to 24+68

The south side of Oliver from Sta. 1+50 to 2+00.

Additional locations may be identified by the engineer.

Upon completion and acceptance of this work the contractor will be paid for Cleaning Sidewalk at the as bid Lump Sum Unit Price.

PEDESTRIAN RAILING, SPECIAL

This work shall be done in accordance with Section 808 of the 2012 MDOT Standard Specifications for Construction, except as follows:

The unit price for Guardrail, Special includes the cost of providing and installing posts, anchors, and all supporting, connecting, and auxillary elements for a guardrail fence along a portion of the sidewalk, as depicted on the plans, at Wisner St. and Pinegrove St. The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering any materials.

Upon completion and acceptance of this work the contractor will be paid for Pedestrian Railing, Special at the as bid Linear Foot Unit Price.

MAINTAIN TRAFFIC AND CONSTRUCTION SIGNING

This work shall be done in accordance with Section 802 of the 2012 MDOT Standard Specifications for Construction, except as follows:

The Contractor shall furnish, install and maintain all necessary traffic control devices as required in the appropriate sections of the Manual on Uniform Traffic Control Devices (2011 Michigan MUTCD), as shown on the plans or as called for by the Field Engineer.

When conditions are such as to warrant variations from this requirement, the exact procedure to be followed shall be approved by the Engineer before such procedure is put into effect.

The Contractor shall be responsible for furnishing and placing all construction signs, barricades and barriers, traffic regulator control, and minor traffic devices as necessary within the project limits to safely complete the project in accordance with the Michigan Manual of Uniform Traffic Control Devices and/or as specified by the Field Engineer of the City of Pontiac.

The Contractor shall confer with and keep Oakland County Sheriff's Department and Waterford Regional Fire Department fully informed as to street closures / detours for construction purposes.

Signs and barricades <u>MUST</u> be furnished, lighted and operated in order to receive payment for this item. The Engineer may require additional signs and/or barricades to be furnished, lighted and operated if, in the opinion of the Engineer, additional signs and/or barricades are required.

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The Contractor shall maintain reasonable access to all residences and businesses except as may be determined by the Engineer.

The complete work of Maintain Traffic and Construction Signing will be measured and paid for at the Contract Lump Sum Price for Maintain Traffic and Construction Signing. This Lump Sum payment shall include but not limited to all signs, all barricades, minor traffic control devices and flaggers whether or not shown on the plans or called out in the specifications or other provisions and all other traffic control items required by the Engineer. The minimum required devices shall be provided, on a project-by-project basis, to receive lump sum payment.

RESTORATION

This work shall be done in accordance with Division 8, Section 816 of the 2012 MDOT Standard Specifications for Construction and shall consist of the following:

All disturbed areas within the construction influence area shall be carefully prepared for 2 inches of topsoil. Upon completion of the preparation and placement of the 2 inches of topsoil, place seeding of MDOT seed Mix TUF at the rate detailed in Table 816-1.

Anchor Mulch application procedures and rates shall meet the requirements as established in Section 816 of the 2012 MDOT Standard Specifications for Construction.

All materials shall be selected from MDOT's Qualified Products List.

The payment for the completed and accepted work shall be at the as bid Pay Item for Restoration, Lump Sum.

NOTE: ALL AREAS DISTRUBED MUST BE COMPLETED AND ACCEPTED BEFORE ANY PAYMENT IS APPROVED FOR THIS WORK.

Construction Stakeout

The successful bidder shall provide all survey stakes required to construct the project to the lines and grades intended or identified in the construction documents. This "contractor staking" shall include but not limited to

survey stakeout for removal limits, proposed drainage structures, structure adjustments, curb and gutter, paving, sidewalk ramp limits, and signage. Survey stakeout will also include stakes, as necessary, for excavation of the roadway and sidewalk (offset stakes for cut, and final grade), and top of Aggregate Base.

All staking required on the project shall be provided by the contractor. This work shall be considered to be included in the established contract pay item for which staking is required.

Construction Schedule and Detailed Progress Schedule

The work to be done under this Contract shall begin within ten days of the "Notice to Proceed", unless written authorization is obtained from the City or its representative. All work shall be completed for this project within <u>90 calendar days</u>. The Contractor shall coordinate activities with the private utility relocations to ensure the completion date is met.

Liquidated Damages in accordance with section 108.10 of the MDOT 2012 Standard Specifications, shall apply to this Contract.

The Detailed Progress Schedule shall be submitted at the pre-construction meeting, and shall include, as a minimum, the controlling and significant work items for the completion of the project and the planned dates that these worktems will be controlling operations.

Use of City Water

Water from the City of Pontiac water system is available for use by the Contractor. The Contractor MUST apply for and have a permit for water use in the possession of the individual taking the water from the City system. Unauthorized use will not be permitted. The City Police Department has been instructed to halt unauthorized use of City water.

The Contractor is advised to contact the Oakland County Water Resources Commissioners Office to ascertain the procedures for obtaining a permit and for paying the required fees for such use.

The permit fee for water use is the Contractor's responsibility. These fees shall be considered incidental to the project, and shall not be paid for separately.

Job Site Safety

Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and consultants, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction or other entity or their employees in connection with their work or any health or safety precautions. The Contractor agrees that the Contractor is solely responsible for jobsite safety. The Contractor also agrees, to the extent permitted by law, that the Owner, Engineer and Engineer's consultants shall be indemnified by the Contractor for all claims, demands, damages, judgments, losses, interest, attorney fees, litigation costs and expenses of any kind at any time for bodily injury and or property damage, arising out of or in any way connected to Contractor's work or acts related to the Project. The Contractor also agrees that the Owner, Engineer and Engineer's consultants shall be made additional insureds under the Contractor's general liability insurance policy.

Retainage

The City will pay to the Contractor on account a sum equal to ninety percent (90%) of the Contract price of items included in the progress estimate. The remaining ten percent (10%) will be retained until work is fifty percent (50%) in place. After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the City determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. After 95% of the work has been completed, the Contractor may request the reduction of retainage to an amount approved by the Engineer. The final retainage shall be released upon Final Acceptance of the project.

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) <u>Confidential information</u>. 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) <u>Insurance</u>. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and permitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
 - a) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.

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- b) Commercial General Liability Insurance or Garage Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Commercial General Liability Insurance or Garage Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent: (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- c) Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Garage keepers Legal Liability Insurance: The Contractor shall procure and maintain during the life of this contract Garage keepers Legal Liability Insurance in an amount of not less than \$80,000.
- e) Contractor shall procure and maintain Professional Liability and Errors and Omissions Insurance with limits of liability of not less than \$2,000,000 per occurrence to fully indemnify the City of Pontiac.
- f) Additional Insured: Commercial General Liability, Garage Liability, Garage Keepers Legal Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers.
- g) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.

- h) Insurance Certificates: The Contractor shall submit a copy of the Contractor's standard insurance certificate with their bid.
- i) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.

- i) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
- ii) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance, Garage Liability Insurance and Garage keepers Legal Liability Insurance;
- iii) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- iv) If so requested, certified copies of all policies mentioned above will be finished.
- j) Expiration of Policies: If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.
- k) Indemnification: To the extent permitted by law, the Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the Contractor's work, In addition, the Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.
- Insurance companies, named insureds and policy forms shall be subject to approval by Pontiac's Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or a policy condition, that reduces 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.
- m) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services

under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8) <u>Disclosure of confidential information</u>. 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;
- 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) <u>Failure to enforce</u>. 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) <u>Final payment.</u> 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) <u>Indemnification.</u> To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and

against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.

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- Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.
- 16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- 17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: Pamar Enterprises Inc., 58021 Gratiot Avenue, New Haven, MI 48048

For the City: City of Pontiac, 47450 Woodward Ave. Pontiac MI 48342

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

Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

- Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) <u>City property.</u> The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

28) Termination for convenience clause.

- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.

c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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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) <u>Third party action notification.</u> 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) <u>Taxes and Contributions.</u> 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) <u>Bonds.</u> 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.

	<u>Pamar Enterprises Inc.,</u>
	Ву:
DATE	(Title)
	City of Pontiac
	Ву:
DATE	(Title)

Appendix F



RICK SNYDER Governor

STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION Lansing

KIRK T. STEUDLE Director

June 5, 2017

Pamar Enterprises, Inc. 58021 Gratiot Ave New Haven MI 48048-2725 02920 (586) 749-8593

Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of \$148,213,000.00 covering the classifications in the amounts stated below. This prequalification rating is effective until April 30, 2019.

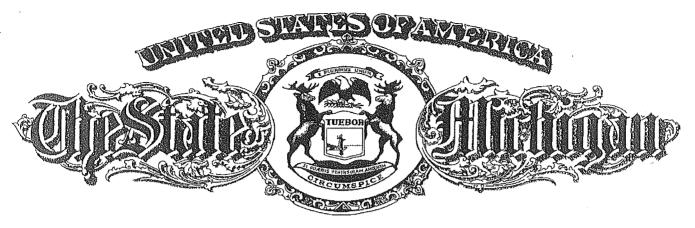
6000	В	Concrete Pavement
5000	Ва	Concrete Pavement Patching And Widening
10000	Cb	Hot Mix Asphalt/Bituminous Paving
148213	Ea	Grading, Drainage Structures & Agg. Cons
5000	Fa	Bridges And Special Structures
148213	Fd	Pumphouses
1000	G	Building Moving And Demolition
1000	1	Sodding And Seeding/Turf Establishment
148213	J	Concrete C, C&G, Driveways, Sidewalks
148213	K	Sewers and Watermains
148213	Ka	Tunneling And Jacking
5000	N2	Clearing & Grubbing

It will be assumed that the rating is satisfactory unless the Prequalification Committee is notified in writing to the contrary within 15 days after the bidder has been advised of the rating granted. The Department, may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in their opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

Lawrence F. Strzalka Manager Construction Contracts Section Contract Services Division

MURRAY D. VANWAGONER BUILDING • P.O. BOX 30050 • LANSING, MICHIGAN 48909 www.michigan.gov • (517) 373-2090

LH-LAN-0(01/11)





PAMAR ENTERPRISES, INC.

This is to Certify That

was validly incorporated on March 10 , 1976 as a Michigan DOMESTIC PROFIT CORPORATION, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 19052886920

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 17th day of May, 2019.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search http://www.michigan.gov/corpverifycertificate,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

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Gu	Hurley, LLC				PHONE (A/C, No, Ext): (248) 519-1435 FAX (A/C, No): (248) 519-1401					
10	30 Kirts Blvd., Suite 500				E-MAIL ADDRE	ss: htabber	rt@ghbh.co	OM.		
								DING COVERAGE		NAIC#
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INSL	RED				INSURE	RB:Secura	Insuranc	e Companies A	IX	22543
Par	ar Enterprises, Inc.				INSURER C: Everest National Insurance Co A+ XV					10120
580	21 Gratiot Ave.				INSURER D :ACIG Insurance Company AVIII				19984	
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A	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	X XCU Coverage Included			GL18B00064		6/1/2018	6/1/2019	MED EXP (Any one person)	\$	5,000
	X Contractual Liability							PERSONAL & ADV INJURY	\$	10,000,000
-	GEN'L AGGREGATE LIMIT APPLIES PER:			GL18C00064	l			GENERAL AGGREGATE	\$	10,000,000
	POLICY X PRCT LOC							PRODUCTS - COMP/OP AGG	\$	10,000,000
	OTHER:							COMBINED SINGLE LIMIT	\$	
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	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
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Evidence of Coverage				THE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Pamar Enterprises, Inc. 58021 Gratiot Ave., New Haven, MI 48048

as Principal, hereinafter called Principal, and

Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of **Connecticut** as Surety, hereinafter called Surety, are held and firmly bound unto

City of Pontiac

47450 Woodward Avenue, Pontiac, MI 48342

as Obligee, hereinafter called Obligee, in the sum of Five Percent of Accompanying Bid

Dollars (5% of Bid

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourseives, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

2019 Street Improvement Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bld, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of May	<u>, 2019</u>
Pa	mar Enterprises, Inc.
Sugar Maya	(Principal) (Seal)
SUGANMAZZAJUGOS)	NALDO G.ACCIAMATOTI, PRESIDENT
Tr	avelers Casualty and Surety Company of America
(Witness)	(Surety) (Seal)
N	(<i>Title</i>) licholas Ashburn _{,Attorney In} Fact



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Paul Hurley, Anne M. Barick, Robert D. Heuer, Michael D. Lechner, Holly Nicholas Ashburn, and Mark Madden of Troy, Michigan, their true and lawful Attorney-in-Factto sign, execute, seal and acknowledge anyand all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof onbehalf of the Companies in their business ofguaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

TIEV OIL







his Instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January,

State of Connecticut

City of Hartford ss.

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

Robert L. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Secior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23 day of MAY 2019







Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

#20 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO:

Honorable Mayor, Council President and City Council Members

FROM:

Jane Bais-DiSessa, Deputy Mayor, at the request of

John V. Balint, City Engineer

DATE:

June 27, 2019

RE:

Easement to WRC Phoenix Center and McKinley Street Property

The Oakland County Water Resources Commissioner's Office has requested that the City grant easements for the following locations:

Phoenix Center: Two separate easements for existing sewer and for water utilities

McKinley Street for the construction, operation and maintenance of the sanitary sewer system

The Engineering Division has the reviewed and approved the attached documents prepared by WRC and does not see any concern with the granting of this easement. In addition, these easement documents have been reviewed and approved by the City's consulting engineer and by the City's attorney.

It is the recommendation of the Department of Public Works, Engineering Division that the attached easement be signed by the City.

WHEREAS,

The City of Pontiac has reviewed the documents provided by the

Oakland County Water Resources Commissioner's Office, and;

WHEREAS.

The Department of Public Works, Engineering Division finds that there are no concerns with the City granting the requested

easement, and;

NOW, THEREFORE,

BE IT RESOLVED,

The Pontiac City Council authorized the Mayor or Deputy Mayor

to sign the subject easement.

JVB

attachments



March 11, 2019

The Honorable Deirdre Waterman, Mayor City of Pontiac 47450 Woodward Avenue Pontiac, Michigan 48342

Re: Easements for Water and Sanitary Systems
Phoenix Center Property and McKinley Street Properties
Tax Identification No's: 14-29-484-006, 14-28-176-012 & 14-28-176-015

Dear Mayor Waterman:

The Oakland County Water Resources Commissioner's Office has prepared the enclosed easements for the Water Supply and Sanitary Sewer systems located within property owned by the City of Pontiac.

Please execute the enclosed documents and return to my attention. If you have any questions please contact me.

Sincerely,

Jeffrey S. Parrott, Supervisor Right of Way Department

248-452-2162

c: Jane Bais-DiSessa, Deputy Mayor, City of Pontiac John Balint, Director of Public Works, City of Pontiac



John Balint

From:

George A. Contis <gcontis@gmhlaw.com>

Sent:

Tuesday, May 28, 2019 11:59 AM

To:

Basch, John A

Cc:

Parrott, Jeffrey S; Mayor Deirdre Waterman; John Balint; John Clark; Anthony Chubb

Subject:

RE: UNSECUREIT RE: Phoenix center easements

Attachments:

Phoenix Center - Water Easement FINAL 5-28-19.docx; Phoenix Center - Sanitary

Easement FINAL 5-28-19.docx

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.

John:

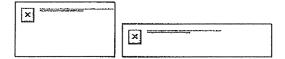
Following up on our conversation and your email of this morning, I concur with your revisions to Section 3 a of each easement and attach clean copies of each. By copy of this email to Mayor Waterman and John Balint, this serves as our recommendation that the attached be presented to City Council for approval.

George A. Contis

Giarmarco, Mullins & Horton, P.C. Tenth Floor Columbia Center 101 West Big Beaver Road Troy, Michigan 48084-5280 Phone: (248) 457-7063 Fax: (248) 404-6364

Email: gcontis@gmhlaw.com

www.gmhlaw.com



Confidential: This electronic message and all contents contain Information from the law firm of Giarmarco, Mullins & Horton, P.C. which may be privileged, confidential or otherwise protected from disclosure. Any recipient other than the intended recipient is hereby notified that any disclosure, copy, distribution or use of the contents of this message or any attachments is strictly prohibited. If you have received this electronic message in error, please notify us immediately by reply e-mail or by phone and destroy the original message, attachments and all copies.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties or (ii) promoting, marketing or recommending to another party any tax-related matters addressed in this communication.

From: Basch, John A <baschj@oakgov.com> Sent: Tuesday, May 28, 2019 9:16 AM

To: George A. Contis <gcontis@gmhlaw.com> Cc: Parrott, Jeffrey S <parrottj@oakgov.com>

Subject: RE: UNSECUREIT RE: Phoenix center easements

George,

Per our discussion, I accepted all of your suggested edits with the exception of 3 (a) under general conditions. I made my proposed edits in "track changes" mode so you can see what I suggest. Once you're OK with the revisions, please send a final version back to me.



CIVIL ENGINEERS

LAND SURVEYORS

LAND PLANNERS

To:

Mr. John Balint, PE, Director of Public Works

From

Chad Findley, PE, PS, Managing Partner

CF

Date:

April 16, 2019

Re:

Review of WRC Easements for Water and Sanitary Systems Phoenix Center Property and McKinley Street Properties Tax ID No.'s: 14-29-484-006, 14-28-176-012 & 14-28-176-015

On behalf of the City of Pontiac, Nowak & Fraus Engineers has completed an engineering & land surveying review of the above referenced easement documents. These easement documents were prepared by the Oakland County Water Resources Commissioner's (WRC) Office and were submitted to the City of Pontiac for approval. Based on our review of the documents, we have the following comments:

Parcel No. 1 (Phoenix Center Property, Tax ID 14-29-484-006)

Water Main Easement

- 1. The parcel legal description is consistent with the Covenant Deed for this parcel recorded in Liber 45876, Page 856, Oakland County Records.
- 2. The easement legal descriptions appear to correctly identify the locations of water main on and through the subject parcel.
- 3. The purpose of this 20-foot-wide easement is for operation, maintenance, repair or replacement of the water main by the WRC. Under this agreement, the City would have the right to review and approve plans and specifications for any of the above stated work.
- 4. In general, the conditions of the easement agreement are standard language and do not conflict with the City's current use of the parcel. If the City wished to redevelop the parcel, however, there does not appear to be any language that would allow the City to relocate the utility to accommodate a potential future use. We recommend that this consideration be reviewed by the City's legal counsel.

Sanitary Sewer Easement

- 1. The parcel legal description is consistent with the Covenant Deed for this parcel recorded in Liber 45876, Page 856, Oakland County Records.
- 2. The easement legal description appears to correctly identify the locations of sanitary sewer on and through the subject parcel.
- 3. The purpose of this 20-foot-wide easement is for operation, maintenance, repair or replacement of the sanitary sewer by the WRC. Under this agreement, the City would have the right to review and approve plans and specifications for any of the above stated work.

Mr. John Balint, PE April 16, 2019 Page 2

4. In general, the conditions of the easement agreement are standard language and do not conflict with the City's current use of the parcel. If the City wished to redevelop the parcel, however, there does not appear to be any language that would allow the City to relocate the utility to accommodate a potential future use. We recommend that this consideration be reviewed by the City's legal counsel.

Parcel No. 13 (72 McKinley Street, Tax ID 14-28-176-015).

Sanitary Sewer Easement

- 1. The subject parcel is identified as being owned by Mr. Ruben Parra on the Oakland County Property Gateway website. It does appear that the parcel was conveyed to the City of Pontiac by way of Deed Pursuant to Act 123 of 1999, dated November 24, 1999, as recorded in Liber 41656, Page 759, Oakland County Records. Ownership of this parcel should be confirmed prior to acceptance of this document.
- 2. The centerline of the proposed 20-foot-wide permanent easement is located approximately 16-feet north of the southerly property line. According to City and WRC records, the existing sanitary sewer is located on the southerly property line. The exact location of the proposed/existing sanitary sewer should be confirmed prior to acceptance of this document.
- 3. The purpose of this 20-foot-wide permanent easement is for operation, maintenance, repair or replacement of the sanitary sewer by the WRC. There is also a proposed temporary construction easement that terminates upon completion of system construction. Under this agreement, the City would have the right to review and approve plans and specifications for any of the above stated work.
- 4. In general, the conditions of the easement agreement are standard language and do not conflict with the City's use of the parcel.

Parcel No. 16 (56 McKinley Street, Tax ID 14-28-176-012)

Sanitary Sewer Easement

- 1. The subject parcel is owned by the City of Pontiac.
- 2. The centerline of the proposed 20-foot-wide permanent easement is located approximately 20-feet north of the southerly property line. According to City and WRC records, the existing sanitary sewer is located on the southerly property line. The exact location of the proposed/existing sanitary sewer should be confirmed prior to acceptance of this document.
- 3. The purpose of this 20-foot-wide permanent easement is for operation, maintenance, repair or replacement of the sanitary sewer by the WRC. There is also a proposed temporary construction easement that terminates upon completion of system construction. Under this agreement, the City would have the right to review and approve plans and specifications for any of the above stated work.
- 4. In general, the conditions of the easement agreement are standard language and do not conflict with the City's use of the parcel.

NOWAK & FRAUS ENGINEERS

EASEMENT

Parcel No. 1
Project: PHOENIX CENTER
WATER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF PONTIAC, a Michigan municipal corporation, GRANTOR, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342, for and in consideration of the sum of ONE DOLLAR (\$1.00) receipt of which is hereby acknowledged, paid to them by the County of Oakland, a Michigan Constitutional Corporation, by and through the Oakland County Water Resources Commissioner, in his capacity as "County Agency" whose address is the Office of the Oakland County Water Resources Commissioner ("WRC"), One Public Works Drive, Waterford, Michigan 48328-1907, GRANTOR do/does hereby grant to the said GRANTEE the right to construct, operate, maintain, repair or replace a water supply system, in accordance with the terms and conditions set forth herein:

RECITALS:

A. The GRANTOR is the owner of certain real property commonly known as the Phoenix Center and is described as follows (the "Premises"):

T.3N., R.10E., Section's 29 & 32, "Assessor's Plat No. 131", Lot's 8 to 13 inclusive, part of Lot 45, Parts of Lot's 47 & 48, all of Lot's 49 to 62, inclusive, part of Lot 64, all of Lot 65, Part of Lot 66, all of Lot 67 & part of Lot 68, also vac alley adjacent to Lot's 11 & 59, also part of vac Perry St., also part of Lot's 4 to 14 inclusive of "Assessor's Plat No. 130", also vac part of Auburn Ave lying North of "Assessor's Plat No. 130", also that part of vac Saginaw St. lying within or adjacent to "Assessor's Plat No's. 130 & 131", also part of Lot 101 of "Pontiac Original Plat", also part of "Assessor's Plat No. 65", being all of Lot's 1, 2 & 3, also part of Lot's 4 & 5, also part of vac Dawson Alley, also part of "Assessor's Plat 114" being part of Lot 8, also all of Lot's 9, 10 & 11, also part of Lot's 12, 13 & 14, also part of Lot 35, also part of Lot's 38 & 39, also part of vac Patterson Ave all described as beginning at point distant S. 14°36'54"E., 360.29 ft. from Northeast

corner of Lot 96 of "Pontiac Original Plat", thence N. 75°13'16"E., 94.87 ft., thence S. 14°32'05E., 35.76 ft., thence N. 75°27'55"E., 35.00 ft., thence S. 14°32'05"E., 76.00 ft., thence N. 75°27'55E., 263.00 ft., thence S. 14°32'05"E., 187.00 ft., thence N. 75°27'55"E., 121.00 ft., thence S. 14°32'05"E., 579.77 ft., thence N. 85°36'14"W., 107.83 ft., thence N. 14°32'05"W., 181.79 ft., thence S. 75°27'55"W., 124.91 ft., thence N. 14°32'05"W., 2.42 ft., thence S. 75°27'55"W., 64.00 ft., thence S. 14°32'05"E., 2.42 ft., thence S. 75°27'55"W., 128.00 ft., thence S. 14°30'01"E., 144.67 ft., thence S. 75°25'42"W., 96.55 ft., thence N. 14°10'39"W., 144.72 ft., thence S. 75°27'55"W., 153.93 ft., thence N. 14°32'05"W., 197.00 ft., thence N. 75°27'55"E., 54.58 ft., thence N. 14°32'05"W., 245.00 ft., thence S. 75°27'55"E., 67.00 ft., thence N. 14°32'05"W., 52.00 ft., thence N. 75°27'55"E., 97.14 ft., thence N. 14°36'54"W., 8.35 ft. to beginning.

ANY CONTRACTOR OF THE PROPERTY
Sidwell No. 14-29-484-006

and.

- B. The GRANTOR previously owned all the water and sewage facilities located within its geographic borders but sold, transferred and assigned the water and sewage facilities to the GRANTEE at the time the GRANTOR was being operated by an emergency manager. As the GRANTOR owned the water and sewage facilities at the time the Phoenix Center was constructed upon the Premises, the creation of requisite water and sewage easements was not necessary.
- C. The GRANTOR and GRANTEE desire to memorialize the existence of the water supply system easement pursuant to the terms of this document so that the GRANTEE may operate, maintain, repair or replace the existing water supply system.

IT IS THEREFORE AGREED:

1. <u>Grant of Permanent Easement.</u> Grantor hereby grants to Grantee a perpetual easement (the "Easement") described as follows:

A PERMANENT EASEMENT "A" DESCRIBED AS FOLLOWS:

A strip of land 20.00 ft. wide having a centerline described as: Beginning at a point on the East line of the above-described parcel, located distant N. 14°32'05"W., 297.05 ft. from the Southeasterly corner of said parcel; thence from said point of beginning N. 81°53'36"W., 8.32 ft.; thence N. 73°19'58"W., 133.85 ft.; thence N. 69°23'20"W., 84.93 ft.; thence N. 71°42'14"W., 88.26 ft.; thence N. 88°45'49"W., 61.05 ft.; thence S. 88°38'59"W., 297.30 ft. to a point of ending on the West line of said parcel.

A PERMANENT EASEMENT "B" DESCRIBED AS FOLLOWS:

A strip of land 20.00 ft. wide having a centerline described as: Beginning at a point on the North line of the above-described parcel, located distant N. 75°27'55"E., 67.00 ft. and N. 14°32'05"W., 52.00 ft. and N. 75°27'55"E., 97.14 ft. and N. 14°36'54"W., 8.35 ft. and N. 75°13'16"E., 57.02 ft. from the most Northwesterly corner of said parcel; thence from said point of beginning, S. 14°36'41"E., 43.47 ft. to the point of ending.

2. **Purpose of the Easement**. The Easement granted herein shall be permanent and used for the purpose of the operation, maintenance, repair or replacement of the system constructed in accordance with the plans and specifications approved by the GRANTEE.

3. General Conditions.

- a. GRANTOR, or its successor and assigns in interest, agrees not to build or convey to others permission to build any permanent structures on the above-described permanent easement in the future. Permanent structures include structures of a permanent nature such as those with footings and includes culverts, dams, bridges and structures of a similar nature.
- b. Except as otherwise provided herein, if the Premises shall be disturbed by reason of the exercise of any of the foregoing powers, then the Premises shall be restored to substantially the condition that existed prior to entering upon said Premises by the GRANTEE, its contractors, agents or assigns.
- c. GRANTOR retains, reserves, and shall continue to enjoy the use of the Easement for any and all purposes which do not interfere with, obstruct the use of or prevent the use by GRANTEE. Any unauthorized use or obstruction may be removed by GRANTEE.
- d. As the Premises are substantially operated as a public parking garage, GRANTEE agrees to provide reasonable prior written notice to Grantor relative to access to the Easement or of any maintenance, repair or replacement thereof.
- e. GRANTEE further agrees to minimize disruption to GRANTOR'S parking activities upon the Premises at all times when GRANTEE is operating, servicing, maintaining, repairing or replacing the water supply system located within the Easement upon the Premises.
- f. It is understood that the easement, rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and

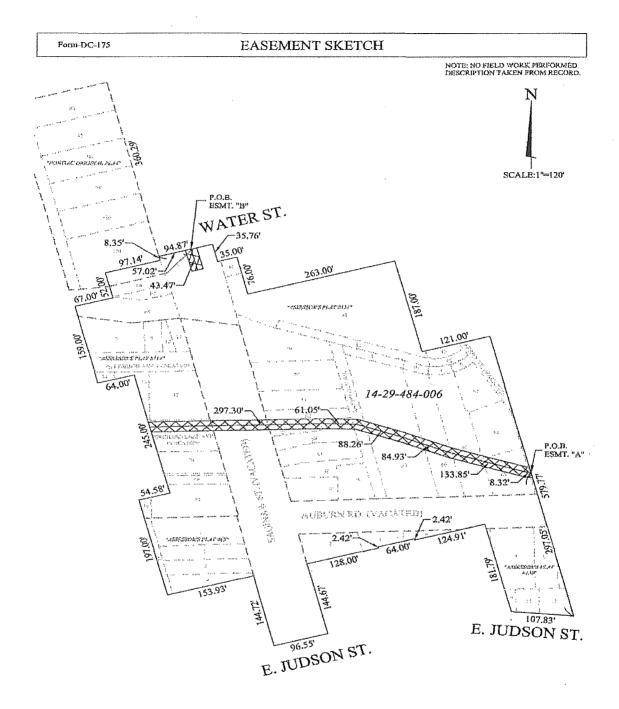
rights to such other persons as GRANTOR may deem proper provided such similar easements do not affect GRANTEE'S Easement.

- g. Notwithstanding anything to the contrary contained in this Agreement, if at any time in the future, GRANTOR or its successor and assigns in interest, desire to redevelop the Premises and as part of such redevelopment, requires relocation of the Easement through the Premises, GRANTEE shall agree to a relocation of the Easement provided GRANTOR, or then then current owner of record of the Premises pays for the cost of the relocation of the Easement.
- h. This Easement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, representatives, successors and assigns.
 - i. A map of the above-described Easement is attached hereto and made a part thereof.

- j. This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Easement must be in writing and must be signed by the party to be charged.
- k. This Easement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Easement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.
- 1. It is further understood and agreed between the Parties that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between GRANTOR and GRANTEE in any way related to the subject matter hereof, except as expressly stated herein.
- m. If any provision of this Easement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- n. It is understood and agreed between the Parties that a failure by either Party to fulfill a condition or term set forth in this Easement shall not result in the extinguishment of the easement rights granted herein or constitute a waiver of such term or condition.

IN WITNESS WHEREOF, the GRANTOR h day of , 2019.	as hereunto affixed their signatures this
, 20171	
	CENTER SANITARY EASEMENT, Municipal Corporation
By:	
Its:	Dr. Deirdre Waterman Mayor
ACKNOWLEDGEN	MENT
STATE OF MICHIGAN)	
)SS. COUNTY OF OAKLAND)	
On this day of, 2019, before County, personally appeared Dr. Deirdre Waterman to aduly sworn did say that she is the Mayor of the CITY corporation, a corporation created and existing under the the said Easement was signed and sealed in behalf of Council, and the said Mayor acknowledged the said instead Corporation.	me personally known, who being by me OF PONTIAC, a Michigan municipal e laws of the State of Michigan, and that said corporation by authority of its City
	Notary Public
	County,
	My Commission Expires:
	Acting in the County of
This instrument drafted by:	
Jeffrey S. Parrott, Office of the	
Oakland County Water Resources Commissioner Building 95 West	

One Public Works Drive
Waterford, Michigan 48328-1907



PROJECT: PHOENIX CENTER WATER EASEMENTS	05/07/2018
PERMANENT EASEMENT EASEMENT PARCEL NO	1 DWG1_ OF _1_
SEDWELL NO. 14-	29-484-006
PART OF THE SW 1/4 OF SEC 28, SE 1/4 OR SEC 29, & NE 1/4 OF SEC 32, T3N, R10E, CITY OF PC	NTIAC, OAKLAND COUNTY, MI
JIM NASH OAKLAND COUNTY WATER RESOURCE COMMISSIONER Pige 1 of 1	Rev.:07/30/2013

EASEMENT

Parcel No. 1
Project: PHOENIX CENTER
SANITARY EASEMENT

TO THE THE TREE WAS ASSESSED FOR THE PROPERTY OF THE PROPERTY

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF PONTIAC, a Michigan municipal corporation, GRANTOR, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342, for and in consideration of the sum of ONE DOLLAR (\$1.00) receipt of which is hereby acknowledged, paid to them by the County of Oakland, a Michigan Constitutional Corporation, by and through the Oakland County Water Resources Commissioner, in his capacity as "County Agency" for the PHOENIX CENTER SANITARY EASEMENT, pursuant to 1939 P.A. 342, as amended and 1957 P.A. 185, as amended, GRANTEE whose address is the Office of the Oakland County Water Resources Commissioner ("WRC"), One Public Works Drive, Waterford, Michigan 48328-1907, GRANTOR do/does hereby grant to the said GRANTEE the right to construct, operate, maintain, repair or replace a sanitary sewer system, in accordance with the terms and conditions set forth herein:

RECITALS:

A. The GRANTOR is the owner of certain real property commonly known as the Phoenix Center and is described as follows (the "Premises"):

T.3N., R.10E., Section's 29 & 32, "Assessor's Plat No. 131", Lot's 8 to 13 inclusive, part of Lot 45, Parts of Lot's 47 & 48, all of Lot's 49 to 62, inclusive, part of Lot 64, all of Lot 65, Part of Lot 66, all of Lot 67 & part of Lot 68, also vac alley adjacent to Lot's 11 & 59, also part of vac Perry St., also part of Lot's 4 to 14 inclusive of "Assessor's Plat No. 130", also vac part of Auburn Ave lying North of "Assessor's Plat No. 130", also that part of vac Saginaw St. lying within or adjacent to "Assessor's Plat No's. 130 & 131", also part of Lot 101 of "Pontiac Original Plat", also part of "Assessor's Plat No. 65", being all of Lot's 1, 2 & 3, also part of Lot's 4 & 5, also part of vac Dawson Alley, also part of "Assessor's

Plat 114" being part of Lot 8, also all of Lot's 9, 10 & 11, also part of Lot's 12, 13 & 14, also part of Lot 35, also part of Lot's 38 & 39, also part of vac Patterson Ave all described as beginning at point distant S. 14°36'54"E., 360,29 ft. from Northeast corner of Lot 96 of "Pontiac Original Plat", thence N. 75°13'16"E., 94.87 ft., thence S. 14°32'05E., 35.76 ft., thence N. 75°27'55"E., 35.00 ft., thence S. 14°32'05"E., 76.00 ft., thence N. 75°27'55E., 263.00 ft., thence S. 14°32'05"E., 187.00 ft., thence N. 75°27'55"E., 121.00 ft., thence S. 14°32'05"E., 579.77 ft., thence N. 85°36'14"W., 107.83 ft., thence N. 14°32'05"W., 181.79 ft., thence S. 75°27'55"W., 124.91 ft., thence N. 14°32'05"W., 2.42 ft., thence S. 75°27'55"W., 64.00 ft., thence S. 14°32'05"E., 2.42 ft., thence S. 75°27'55"W., 128.00 ft., thence S. 14°30'01"E., 144.67 ft., thence S. 75°25'42"W., 96.55 ft., thence N. 14°10'39"W., 144.72 ft., thence S. 75°27'55"W., 153.93 ft., thence N. 14°32'05"W., 197.00 ft., thence N. 75°27'55"E., 54.58 ft., thence N. 14°32'05"W., 245.00 ft., thence S. 75°27'55"W., 64.00 ft., thence N. 14°32'05"W., 159.00 ft., thence N. 75°27'55"E., 67.00 ft., thence N. 14°32'05"W., 52.00 ft., thence N. 75°27'55"E., 97.14 ft., thence N. 14°36'54"W., 8.35 ft. to beginning.

ATHERHERINGS STORES WINDS RESERVED THE THE WHERE WERE WELL WINDS TO SEE

Sidwell No. 14-29-484-006

and,

- B. The GRANTOR previously owned all the water and sewage facilities located within its geographic borders but sold, transferred and assigned the water and sewage facilities to the GRANTEE at the time the GRANTOR was being operated by an emergency manager. As the GRANTOR owned the water and sewage facilities at the time the Phoenix Center was constructed upon the Premises, the creation of requisite water and sewage easements was not necessary.
- C. The GRANTOR and GRANTEE desire to memorialize the existence of the sanitary sewer easement pursuant to the terms of this document so that the GRANTEE may operate, maintain, repair or replace the existing sanitary sewer system.

IT IS THEREFORE AGREED:

1. Grant of Permanent Easement. Grantor hereby grants to Grantee a perpetual easement (the "Easement") described as follows:

A strip of land 20.00 ft. wide having a centerline described as: Beginning at a point on the North line of the above-described parcel, located distant N. 75°27'55"E., 67.00 ft. and N. 14°32'05"W., 52.00 ft. and N. 75°27'55"E., 97.14 ft. and N. 14°36'54"W., 8.35 ft. and N. 75°13'16"E., 45.51 ft. from the most Northwesterly corner of said parcel; thence from said Point of Beginning, S. 14°47'10"E., 367.23 ft. to a "Point A"; thence S. 12°09'16"W., 16.12 ft.; thence S. 15°36'03"E., 200.44 ft. to a "Point B"; thence S. 56°47'39"W., 22.22 ft.; thence S. 11°45'19"E., 35.01 ft.; thence S. 12°12'34"E., 66.90 ft.; thence S. 14°25'19"E., 115.31 ft. to a Point of Ending on the South line of the above-described parcel. Also, beginning at said

- "Point A"; thence S. 86°17'22"W., 149.92 ft. to a Point of Ending on the West line of the above-described parcel. Also, beginning at said "Point A"; thence N. 87°22'25"E., 29.81 ft.; thence S. 88°38'03"E., 177.38 ft.; thence S. 75°06'01"E., 154.39 ft.; thence S. 77°18'45"E., 149.02 ft. to a Point of Ending on the East line of the above-described parcel. Also, beginning at said "Point B"; thence S. 72°48'22"E., 48.12 ft.; thence S. 13°37'55"E., 158.95 ft.; thence S., 14°46'07"E., 39.96 ft. to a Point of Ending on the South line of the above-described parcel.
- 2. <u>Purpose of the Easement</u>. The Easement granted herein shall be permanent and used for the purpose of the operation, maintenance, repair or replacement of the system constructed in accordance with the plans and specifications approved by the GRANTEE.

3. General Conditions.

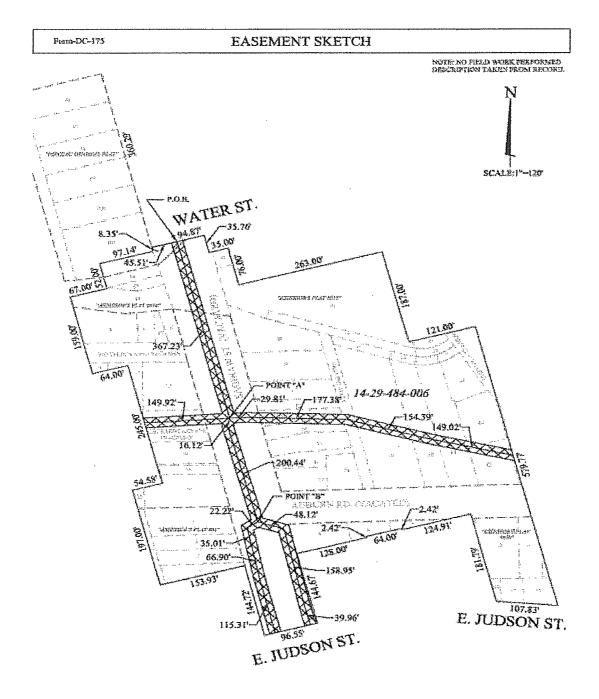
- a. GRANTOR, or its successor and assigns in interest, agrees not to build or convey to others permission to build any permanent structures on the above-described permanent easement in the future. Permanent structures include structures of a permanent nature such as those with footings and includes culverts, dams, bridges and structures of a similar nature.
- b. Except as otherwise provided herein, if the Premises shall be disturbed by reason of the exercise of any of the foregoing powers, then the Premises shall be restored to substantially the condition that existed prior to entering upon said Premises by the GRANTEE, its contractors, agents or assigns.
- c. GRANTOR retains, reserves, and shall continue to enjoy the use of the Easement for any and all purposes which do not interfere with, obstruct the use of or prevent the use by GRANTEE. Any unauthorized use or obstruction may be removed by GRANTEE.
- d. As the Premises are substantially operated as a public parking garage, GRANTEE agrees to provide reasonable prior written notice to Grantor relative to access to the Easement or of any maintenance, repair or replacement thereof.
- e. GRANTEE further agrees to minimize disruption to GRANTOR'S parking activities upon the Premises at all times when GRANTEE is operating, servicing, maintaining, repairing or replacing the Sanitary Sewer located within the Easement upon the Premises.
- f. It is understood that the easement, rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and

rights to such other persons as GRANTOR may deem proper provided such similar easements do not affect GRANTEE'S Easement.

g. Notwithstanding anything to the contrary contained in this Agreement, if at any time in the future, GRANTOR or its successor and assigns in interest, desire to redevelop the Premises and as part of such redevelopment, requires relocation of the Easement through the Premises, GRANTEE shall agree to a relocation of the Easement provided GRANTOR, or then then current owner of record of the Premises pays for the cost of the relocation of the Easement.

- h. This Easement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, representatives, successors and assigns.
 - i. A map of the above-described Easement is attached hereto and made a part thereof.
- j. This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Easement must be in writing and must be signed by the party to be charged.
- k. This Easement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Easement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.
- 1. It is further understood and agreed between the Parties that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between GRANTOR and GRANTEE in any way related to the subject matter hereof, except as expressly stated herein.
- m. If any provision of this Easement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- n. It is understood and agreed between the Parties that a failure by either Party to fulfill a condition or term set forth in this Easement shall not result in the extinguishment of the easement rights granted herein or constitute a waiver of such term or condition.

	IOENIX CENTER SANITARY EASEMENT, Michigan Municipal Corporation
	By: Dr. Deirdre Waterman Its: Mayor
ACKNOWL	EDGEMENT
STATE OF MICHIGAN))SS. COUNTY OF OAKLAND)	
County, personally appeared Dr. Deirdre Water duly sworn did say that she is the Mayor of th corporation, a corporation created and existing the said Easement was signed and sealed in be	O19, before me, a Notary Public in and for said man to me personally known, who being by me e CITY OF PONTIAC, a Michigan municipal under the laws of the State of Michigan, and that chalf of said corporation by authority of its City said instrument to be the free act and deed of the
	Notary Public
	My Commission Expires: Acting in the County of
This instrument drafted by: Jeffrey S. Parrott, Office of the Oakland County Water Resources Commissione Building 95 West One Public Works Drive Waterford, Michigan 48328-1907	er
CER/kmb Kimberly Brown's files\Phoenix Sanitary Eas W:\Clients\City of Pontiac\WRC Easements\Phoenix Center - Sanitary I	sement/Phoenix Center Sanitary.P1 (3-8-2018) Basement.docx



PROJECT: PHOENIX CENTER SEWER EASEMENTS	05/07/2018
PERMANENT EASEMENT WWW EASEMENT PARCEL NO I DWG	3, <u>1</u> OF <u>1</u>
SIDWELL NO. 14-29-484-006	
PART OF "RESUBDIVISION OF WOODWARD ESTATES SUBDIVISION" CITY OF PONTIAC, OAKLAND COUNT	TY, MICHIGAN
IBM NASH OAKLAND COUNTY WATER RESOURCE COMMISSIONER Page 1 of	Revo07830/2013

EASEMENT

Parcel No. 16
Project: CITY OF PONTIAC
SANITARY REHAB.
OMAR/McKINLEY
2019

KNOW ALL MEN BY THESE PRESENTS, that CITY OF PONTIAC, a Michigan Municipal Corporation, GRANTOR(S), whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342, for and in consideration of the sum of ONE DOLLAR (\$1.00) receipt of which is hereby acknowledged, paid to them by the County of Oakland, a Michigan Constitutional Corporation, by and through the Oakland County Water Resources Commissioner, in his capacity as "County Agency" GRANTEE, whose address is the Office of the Oakland County Water Resources Commissioner ("WRC"), One Public Works Drive, Bldg. 95 West, Waterford, Michigan 48328-1907, GRANTOR does hereby grant to the said GRANTEE the right to construct, operate, maintain, repair or replace a sanitary sewer system, in accordance with the terms and conditions set forth herein:

RECITALS:

A. The GRANTOR is the owner of certain real property described as follows (the "Premises"):

Lot 6 of "ALBERTA HILLS SUBDIVISION NO. 1", Central part of the Northwest ¼, Section 28, T.03N., R.10E., City of Pontiac, Oakland County, Michigan, as recorded in Liber 25 of Plats, Page 23, Oakland County Records.

Sidwell No.14-28-176-012

and,

B. The GRANTEE desires to acquire from the GRANTOR certain rights to the Premises in order to construct, operate, maintain, repair or replace the sanitary sewer system.

IT IS THEREFORE AGREED:

1. <u>Grant of Temporary Easement</u>. Grantor hereby grants to Grantee a temporary easement for the construction and or repair of the sanitary sewer system, described as follows, and which shall terminate upon completion of construction of the system:

All of the above-described premises excepting therefrom the belowdescribed Permanent Easement.

2. <u>Grant of a Permanent Easement</u>. Grantor hereby grants to Grantee a perpetual easement described as follows:

A strip of land 20.00 ft. wide beginning at a point on the east line of the above-described parcel, said point located distant northwesterly along said East line 19.22 ft. from the southeast corner of said parcel; thence from said POINT OF BEGINNING Southwesterly 50.02 ft. to a point of ending on the west parcel line, said point located distant northwesterly along said West line 20.42 ft. from the southwest corner of said parcel.

3. Purpose of the Easements. The temporary easement granted herein shall be used only for the initial construction of the system in accordance with the plans and specifications approved by the GRANTEE. The temporary easement may be used to move men and equipment and to store materials and equipment. The permanent easement granted here in shall be used for the purpose of the operation, maintenance, repair or replacement of the system constructed in accordance with the plans and specifications approved by the GRANTEE.

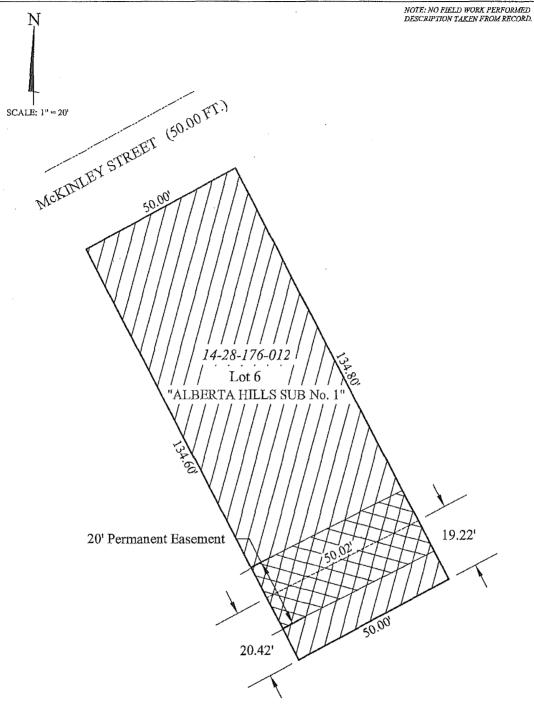
4. General Conditions.

- a. GRANTOR agrees not to build or convey to others permission to build any permanent structures on the above-described permanent easement.
 Permanent structures, include but are not limited to; fixtures, structures with footings, culverts, dams, bridges and structures of a similar nature.
- b. Except as otherwise agreed in writing between the GRANTOR and GRANTEE, GRANTEE will preserve and protect all trees and shrubbery within the temporary easement during the initial construction of the system and may remove all trees and shrubbery within the permanent easement and shall not be required to replace trees and shrubbery that are removed.

- c. Except as otherwise provided herein, if the Premises shall be disturbed by reason of the exercise of any of the foregoing powers, then the Premises shall be restored to substantially the condition that existed prior to entering upon said Premises by the GRANTEE, its contractors, agents or assigns.
- d. GRANTOR retains, reserves, and shall continue to enjoy the use of the permanent easement for any and all purposes which do not interfere with, obstruct the use of or prevent the use by GRANTEE. Any unauthorized use or obstruction may be removed by GRANTEE.
- e. It is understood that the easement, rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and rights to such other persons as GRANTOR may deem proper provided such similar easements do not affect GRANTEE'S Easement.
- f. This Easement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, representatives, successors and assigns.
- g. A map of the above-described Easement is attached hereto and made a part thereof.
- h. This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Easement must be in writing and must be signed by the party to be charged.
- i. This Easement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Easement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.
- j. It is further understood and agreed between the Parties that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between GRANTOR and GRANTEE in any way related to the subject matter hereof, except as expressly stated herein.
- k. If any provision of this Easement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

	and agreed between the Parties that a fa	•
·	term set forth in this Easement shall no	
	ent rights granted herein or constitute a	waiver of
such term or condition.	man i chimon i i	· ·
	REOF, the GRANTOR has hereunt	
	_ day of	, 2019.
WITNESSES:	CITY OF PONTIAC, a Michigan Municipal Co	orporation
	Ву:	(L.S.)
	Dr. Deirdre Waterman	
	Its: Mayor	
	By:	(L.S.)
	Its:	
		Avenue
A	CKNOWLEDGEMENT	
<u></u>	1144	
STATE OF MICHIGAN)		
COUNTY OF OAKLAND)SS.	
ĺ		
On this day of _	, 2019, before me, a	Notary Public
in and for said County, person	nally appearedto me personally known, who	being by me
duly sworn did say th	nat they are the	and
Corporation a corporation	the CITY OF PONTIAC, a Michig created and existing under the laws of	an Municipal
	Easement Grant was signed and seale	
	ority of its City Commission, a	
said instrument to be the free	and ackn act and deed of the said Corporation.	owleaged the
	•	
	Notary Public	
	County,	
	My Commission Expires: Acting in the County of	
This instrument drafted by:		
This mistrament drafted by:		
Jeffrey S. Parrott, Office of th		
Oakland County Water Resou Building 95 West	irces Commissioner	
One Public Works Drive	·	
Waterford, Michigan 48328-1	1907	
JSP/kmb Kimberly Brown's files\COP SAN OMAR	& McKINLEY ST 2019 EAS\CITY OF PONTIAC'19	.P16 (3-8-2019)

EASEMENT SKETCH



JIM NASH OAKLAND COUNTY WATER RESOURCE COMMISSIONER Page 1 of 1	Rev.:07/30/13
Let 6 of "ALBERTA HILLS SUB. No. 1", City of Pontiac, Oakland County, Michigan	
TEMPORARY EASEMENT SIDWELL NO. 14-28-176-012	Alekedone
PERMANENT EASEMENT WEST EASEMENT PARCEL NO. 16 DWG	. <u>1</u> OF <u>1</u>
PROJECT: CITY OF PONTIAC SANITARY OMAR ST & McKINLEY ST 2019	02/12/2019

#21 RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO:

Honorable Mayor, Council President and City Council Members

FROM:

Jane Bais-DiSessa, Deputy Mayor, at the request of

John V. Balint, City Engineer

DATE:

June 12, 2019

RE:

AT&T – Metro Act Application

On March 14, 2002, three bills were signed into law at the State level to stimulate the availability of affordable high-speed Internet connections. Act 48 of the Public Acts of 2002 creates a body called the Metropolitan Extension Telecommunications Right-of-Way. The City of Pontiac and AT&T (formerly known as Michigan Bell) had entered into a Right-of-Way agreement that had expired as of September 30, 2015. AT&T has requested to enter into a Right-of-Way agreement, retroactive from September 30, 2015 thru September 30, 2020. The Department of Public Works, Engineering Division has received and reviewed the proposed agreement extension. Upon review of this application, the Department finds their proposal acceptable.

It is the recommendation of the Department of Public Works that the City approve the Metro Act Application with AT&T (formerly known as Michigan Bell).

- WHEREAS, right-of-way telecommunications permit issuance is governed by the Metropolitan Extension Telecommunications Right-of-way Oversight (METRO) Act, Michigan Public Act 48 of 2002; and
- WHEREAS, consistent therewith, the City of Pontiac entered into a METRO Act right-of-way telecommunications permit with Michigan Bell Company (Now doing business as AT&T) on September 6, 2005; and
- WHEREAS, that agreement has been extended since then, and AT&T has requested an extension for a period through September 30, 2020; and,
- WHEREAS, payment thereunder is governed by the provisions of the METRO Act;
- NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pontiac authorized the Mayor to enter into an extension of the AT&T Right-of-way Telecommunications Permit through September 30, 2020.

JVB

Attachments



AT&T Michigan Angela Wesson METRO Act Administrator 54 N. Mill Street Mailbox #30 Pontiac, MI 48342

February 10, 2016 Resend: January 10, 2019

Pontiac City 47450 Woodward Ave Pontiac, MI 48342

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Pontiac City,

This is a letter agreement which extends the existing METRO Act Permit issued by the Pontiac City/Oakland County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on September 30, 2015. The extension is for a term to end on September 30, 2020.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at http://www.michigan.gov/mpsc. Please click on Telecommunications, METRO Act/Right of Way, and AT&T 5 Year permit extension.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, <u>AD3245@att.com</u> or 248-456-0361.

Agreed to by and on behalf of the Pontiac City	Michigan Bell Telephone Company d/b/a AT&T acknowledges receipt of this Permit Extension granted by the municipality		
By: Signature	By:Angela Wesson		
Its:	Its: METRO Act Administrator		
Date:	Date:		

#22 RESOLUTION

Bloomfield Hills Soccer Club 867 South Blvd., East Pontiac, MI 48341 RECEIVED
2019 JUN 27 AM 8: 34
FUNTIAG GITY CLERK

To Whom It May Concern,

Bloomfield Hills Youth Soccer Club, is a registered 501c3 in the city of Pontiac, MI. We are applying to the State of Michigan for a Charitable Gaming License and are requesting your approval. We would like to hold a raffle in August of 2019 for a 2 year lease on a vehicle and the proceeds from the raffle will benefit the 501c3.

The 501c3 is used to assist players looking to play Youth Soccer for Liverpool Soccer club and need financial assistance. There is a cost every year for players and families to participate in a soccer program above and beyond what the school offers and this 501c3 is committed and dedicated to helping those families in need. This is the first time we are looking to hold a raffle, but if successful would like to hold it yearly.

If you have any questions please feel free to call Molly Williams (parent volunteer) 313-550-7535.

Thank you for your consideration.

Bloomfield Hills Soccer Club

Andrew Wagstaff

President

INTERNAL REVENUE SERVICE P. O. BOX 2508

DEPARTMENT OF THE TREASURY

ID# 31518

CINCINNATI, OH 45201

Date: DEC 1 9 2006
BLOOMPIELD HILLS YOUTH SOCCER CLUB C/O W ALAN WILK

> Hormodell german hasel

201 TOWNSEND ST STE 900 LANSING, MI 48333-0000

Employer Identification Number: 20-1416707

DLN:

17053304053046

Contact Person: GARY MUTHERT

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Public Charity Status:

509(a)(2)
Form 990 Required:

Yes

Effective Date of Exemption:

July 26, 2004

Contribution Deductibility: Yes

Advance Ruling Ending Date:

Truncia in the special of the second of the second special control of the second of th pear applicant to chart has on private foundations. Thuring your educate call or the fact that be further foundation. Near sevence initiary foundation

We are pleased to inform you that upon review of your application for tax exempt status, we have determined that you are exempt from Federal income tax under section 501(c) (3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests devises transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

DYKEMA GOSSETT

Letter 1045 (DO/CG)

JAN 2 2007

RECEIVED

-2-

BLOOMFIELD HILLS YOUTH SOCCER CLUB

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Director, Exempt Organizations Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

Letter 1045 (DO/CG)



LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES (Required by MCL.432.103(K)(ii))

At a	meeting of the
called to order by	ON
at a.m./p.m. the following	ng resolution was offered:
Moved by	and supported by
that the request from	ofOF
NAME OF O	RGANIZATION CITY
county of	, asking that they be recognized as a
nonprofit organization operating in the cor	mmunity for the purpose of obtaining charitable
gaming licenses, be considered for	
	APPROVAL/DISAPPROVAL
APPROVAL	DISAPPROVAL
Yeas:	Yeas:
Nays:	Nays:
Absent:	Absent:
hereby certify that the foregoing is a true	and complete copy of a resolution offered and
adopted by the	at a
TOWNSHIP, CITY, OR VILLAGE COUN	NCIL/BOARD REGULAR OR SPECIAL
neeting held on	•
DATE	
BIGNED:	NSHIP, CITY, OR VILLAGE CLERK
1044	
	PRINTED NAME AND TITLE
	ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R6/09)

#24 COMMUNICATION

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

> SHEILA GRANDISON Deputy City Clerk



OFFICE OF THE CITY CLERK

47450 Woodward Avenue Pontiac, Michigan 48342 Phone: (248) 758-3200

Fax: (248) 758-3160

MEMORANDUM

TO: Honorable City Council

FR: Garland S. Doyle, Interim City Clerk

DA: June 21, 2019

RE: The Regional Transit Authority of Southeast Michigan

The Regional Transit Authority of Southeast Michigan would like to utilize the City Council Chambers to host its September meeting in Oakland County on Thursday, September 19, 2019. The following is the meeting schedule:

- Executive and Policy Committee (12PM 1PM)
- Finance and Budget Committee (1PM 2PM)
- Board of Directors (2PM 4PM)
- Public Open House (4PM 6PM)

Please be advise that all RTA meetings are open to the public and they look forward to interacting with citizens of Oakland County through public comment and discussion after the Board of Directors Meeting.

#25 Report

DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC

Page: 1/6

User: JPETERS CHECK DATE FROM 05/04/2019 - 05/10/2019

DB: PONTIAC	3					
Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND	FIFTH THIRD	BOND ACCOU	JNT			
Check Type	: Paper Che	eck				
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				Total Paper Check:	11,857.80	
	Checks:				11,857.80 0.00 11,857.80	
Check Type	e: Paper Che	eck				
05/10/2019	524386	10002840	21st Century Media Newspapers,	, LLC 1786031 1786347	6,750.25 6,750.25 13,500.50	Open Open
05/10/2019	524387	10004305	Ameena Razia Sheikh	190004SM 2/4/19 4/15/19 4/16/19 4/18/19	100.00 240.00 320.00 240.00 900.00	Open Open Open Open
05/10/2019 05/10/2019 05/10/2019	524388 524389 524390	10004022 00000050 10004207	Arbor Oakland Group AT & T Belem Morales Law Office	83972 80025874118-0519 4/11/19	366.29 1,726.77 240.00	Open Open Open
05/10/2019	524391	00000097	Bell Equipment Company	0152978 0153056 0153106	660.00 18,500.00 168.47 19,328.47	Open Open Open
05/10/2019	524392	10003781	Bruce E. Crossman	1874065SD 4/1/19	160.00	Open

CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 05/04/2019 - 05/10/2019

User: JPETERS

DB: Pontiac

Page: 2/6

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				1902210M 4/4/19 190230SM 4-9-19 190042SM 4/9/19 190174SM 4/9/19 1873487SM-4/9/19 1873721SM 4/9/19 187388SM 4/9/19 1903250M 1365520SM 4/17/19 4/18/19	80.00 240.00 320.00 160.00 320.00 160.00 320.00 450.00 80.00 200.00 240.00	Open Open Open Open Open Open Open Open
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05/10/2019 05/10/2019	524394 524395	REFUND DEP 10003346	Charles Brown City of Auburn Hills	R#211544 71000518575-0419	100.00 19,445.52	Open Open
05/10/2019	524396	00001244	Comcast Cablevision	52-1022718-0519 990-0878763-0519	259.67 470.37 730.04	Open Open
05/10/2019 05/10/2019	524397 524398	00013029 00000206	CompOne Administrators, Inc. Consumers Energy	172265 6180-96321407-0419	16,451.47 92.63	Open Open
05/10/2019	524399	10004156	Covenant Cemetery Services, Inc.	60269-R 50825-R	2,500.00 1,350.00 3,850.00	Open Open
05/10/2019	524400	00000220	Creative Designs & Signs, Inc	2019-121	152.00	Open
05/10/2019	524401	00001299	Culligan of Ann Arbor / Detroit	525655 531393 537342	15.50 15.50 15.50 46.50	Open Open Open
05/10/2019 05/10/2019	524402 524403	10003084 10004338	Curbco, Inc. DLZ Michigan, Inc.	51050 139709	43,823.05 3,271.50	Open Open
05/10/2019	524404	00000247	DTE Energy	910040233652-0419 910040679979-0419	9,241.29 61,861.73 71,103.02	Open Open
05/10/2019	524405	00000247	DTE Energy	52-7080527-0419 70-4941404-0419 216-7484267-0419 435-7849547-0419 786-2776558-0419 827-5543457-0419 827-7082417-0419 6180-5436439-0419 6180-5436464-0419	582.20 1,961.79 42.78 58.49 35.24 116.07 1,264.48 98.23 351.88 4,511.16	Open Open Open Open Open Open Open Open

CHECK REGISTER FOR CITY OF PONTIAC

Page: 3/6

User: JPETERS CHECK DATE FROM 05/04/2019 - 05/10/2019 DB: Pontiac

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
05/10/2019	524406	10004306	Erika D. Morgan Law, PLLC	190047SM 3/21/19 1873402SM 4/11/19 4/12/19 181481830D 4/15/19	250.00 150.00 480.00 150.00	Open Open Open Open
05/10/2019	524407	10004334	Essie Regina Jones	3/28/19 4/1/19 4/3/19 4/17/19 4/26/19	160.00 240.00 240.00 480.00 240.00	Open Open Open Open Open
05/10/2019 05/10/2019	524408 524409	REFUND BD 10004164	Flame Heating, Cooling, Plumbing Frank Benion Jr	R#211118 0504201921	220.00 300.00	Open Open
05/10/2019	524410	10004182	Great Lakes Power & Lighting, Inc	19174 19175 19176 19177 19178	588.00 4,728.14 1,380.00 2,006.82 720.00 5,830.07	Open Open Open Open Open Open
05/10/2019 05/10/2019	524411 524412	10004085 10004339	Harlan Electric Company Indeed Inc.	1107980 694563	1,141.20 1,500.00	Open Open
05/10/2019	524413	. 00001731	Jack Golden Associates	745404 745410 745411	21,407.00 1,425.00 1,477.00 24,309.00	Open Open Open
05/10/2019	524414	REFUND DEP	Janaea Curtaindoll	R#81372-211853	100.00	Open
05/10/2019	524415	10000991	Jennipher L. M. Colthirst	190328SM 3/26/19 4/10/19	160.00 240.00 400.00	Open Open
05/10/2019	524416	10004163	John C. Bowie	050420197	300.00	Open
05/10/2019	524417	10003866	K and Q Law, PC	4/15/19 C.Q. 4/17/19 C.Q. 4/21/19 C.Q. 4/22/19 C.Q. 4/23/19 C.Q. 4/24/19 M.K. 4/29/19 C.Q.	240.00 240.00 240.00 240.00 240.00 280.00 240.00	Open Open Open Open Open Open Open
05/10/2019 05/10/2019	524418 524419	EMP. REIMB 10003942	Larry Robinson Law Office of D Ann Parker, PC	Robinson 5-6-19 4/25/19	132.48 240.00	Open Open
05/10/2019	524420	10003741	Law Offices of Nadine R.Hatten, PLI	10.01873924SM 2/7/19 1874027SM 3/5/19 4/15/19 4/18/19	90.66 46.66 240.00 240.00	Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				4/25/19 4/26/19 1771913SM 12/4/18	240.00 240.00 43.33 1,140.65	Open Open Open
05/10/2019	524421	00012690	Law Offices of Paulette Michel, P	LI4/23/19 4/24/19	240.00 240.00 480.00	Open Open
05/10/2019	524422	00010223	Lisa C Watkins Law Office	4/15/19 4/16/19 4/17/19 4/18/19	264.00 240.00 320.00 240.00	Open Open Open Open
05/10/2019	524423	10000123	Marilyn D.Walker	1900620M 3/28/19 1873869SM 3/31/19 4/23/19 4/25/19	80.00 150.00 240.00 240.00 710.00	Open Open Open Open
05/10/2019 05/10/2019	524424 524425	00002024 10004329	Michigan Dept. of Transportation Nachawati Law, PLLC	591-10419970 4/22/19	4,493.14 240.00	Open Open
05/10/2019	524426	10004048	Nation Home Improvement	350453 350454	525.00 600.00 1,125.00	Open Open
05/10/2019 05/10/2019	524427 524428	00002229 10000078	Oakland County Road Commission Occupational HealthCenters of MI	113123 PC712666266	777.89 63.50	Open Open
05/10/2019	524429	10004333	Pipeline Management Company, Inc.	2019-044 2019-051	40,346.64 36,213.76 76,560.40	Open Open
05/10/2019	524430	00002317	Plante & Moran, PLLC	1676323 1676332	23,400.00 14,625.00 38,025.00	Open Open
05/10/2019	524431	10004336	Roy P. Webb	0505201821	450.00	Open
05/10/2019	524432	00013067	Scott C. Kozak, Attorney at Law	4/22/19 4/24/19 4/25/19	240.00 280.00 240.00 760.00	Open Open Open
05/10/2019	524433	10003760	Scott's Lock & Key Shop	1105	132.75	Open
05/10/2019	524434	00013050	Stacy A. Drouillard	4/16/19 4/24/19	240.00 280.00 520.00	Open Open
05/10/2019	524435	REFUND DEP	Takella Caine	R#81368-211511	100.00	Open

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PAYR TOTALS:

CHECK DATE FROM 05/04/2019 - 05/10/2019

DB: Pontiac Check Date Vendor Name Check Vendor Invoice Number Amount Status 05/10/2019 524436 10004140 Techniserve Inc. 39411 March2019 530.00 Open 39461 May2019 530.00 Open 1,060.00 05/10/2019 524437 00000275 The Law and Mediation Center PLLC 4/17/19 240.00 Open 4/25/19 240.00 Open 480.00 05/10/2019 524438 88.00 10004323 Time Clock Plus by Data Management 496214 Open 05/10/2019 524439 00013076 Turner Sanitation 72.00 Open A-46411 05/10/2019 524440 00000851 Wade-Trim/Associates 2014457 138,210.00 Open 10004330 Wilkerson Law, PLLC 4/25/19 05/10/2019 524441 240.00 Open Total For 05/10/2019: 517,848.62 517,848.62 Total Paper Check: CONS TOTALS: Total of 56 Checks: 517,848.62 Less 0 Void Checks: 0.00 517,848.62 Total of 56 Disbursements: Bank COURT FIFTH THIRD-COURT OPERATING Check Type: Paper Check 25,395.70 APRIL 2019 Open 05/09/2019 7657 00000603 Oakland County Treasurer 7658 00000776 State Of Mich/Treasury APRIL 2019 76,275.18 Open 05/09/2019 Total For 05/09/2019: 101,670.88 Total Paper Check: 101,670.88 COURT TOTALS: Total of 2 Checks: 101,670.88 Less 0 Void Checks: 0.00 101,670.88 Total of 2 Disbursements: Bank PAYR PNC PARKING Check Type: EFT Transfer 05/07/2019 10003892 Pontiac Downtown Business Assoc IncApril 2019 9,240.00 Open 46(E) Total For 05/07/2019: 9,240.00 Total EFT Transfer: 9,240.00

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CHECK DATE FROM 05/04/2019 - 05/10/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Total of 1 Checks: Less 0 Void Checks:					9,240.00 0.00	
Total of 1 Disbursements:					9,240.00	
REPORT TOT	TALS:					
Total of 72 Checks: Less 0 Void Checks:					640,617.30 0.00	
Total of 72 Disbursements:					640,617.30	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND	FIFTH THIR	RD BOND ACCOU	JNT			
Check Type	e: Paper Ch	ieck				
06/06/2019	12097	10002889	50th District Court	170S00231A 170S29407A 170S29407B 1771423SM	42.00 210.00 210.00 300.00 762.00	Open Open Open Open
06/06/2019 06/06/2019 06/06/2019 06/06/2019 06/06/2019 06/06/2019	12098 12099 12100 12101 12102 12103	BOND BOND BOND BOND BOND BOND	Amy Fields Jordan Dane Istratescu Ronald Kildow Sabrina Labair Stephanie Gail Meyer Terry Haden	1771423SM 190412SM C111583 1263657SM 170S00231A 171456040M Total For 06/06/2019:	100.00 500.00 500.00 1,001.00 60.00 250.00 3,173.00	Open Open Open Open Open Open
				Total Paper Check:	3,173.00	
	Checks:			-	3,173.00 0.00 3,173.00	
Check Type	e: EFT Trar	nsfer				
06/04/2019	582 (E)	10004293	North Bay Drywall, Inc	June 2019 Total For 06/04/2019: Total EFT Transfer:	14,490.05 14,490.05	Open ·
Check Type	e: Paper Ch	neck				
06/07/2019	524632	10002840	21st Century Media Newspapers, LL	C 1801982 1802287 AD#1806132 1786831	392.00 392.00 392.00 3,412.65 4,588.65	Open Open Open Open
06/07/2019	524633	10002889	50TH DISTRICT COURT	Case 2016-153953-CL	6,000.00	Open
06/07/2019	524634	10001957	Ajax Material Corporation	234119 235043 253169 235255 235263	1,477.44 912.80 376.66 147.00 472.60	Open Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	. Amount	Status
				235330 235336 235369 235514 235789 235924 235999	355.60 141.40 304.88 557.90 351.40 324.80 285.60	Open Open Open Open Open Open Open
06/07/2019	524635	10004305	Ameena Razia Sheikh	190478SM 4-16-19 190403SM 5-16-19 5-16-19 5-14-19 5-23-19 5-30-19 190292SM 5-23/19	240.00 240.00 240.00 240.00 240.00 280.00 280.00	Open Open Open Open Open Open Open
06/07/2019 06/07/2019	524636 524637	10001187 10002333	Ant Doctor Pest Control Auto Value - APC Store	19-0623 621081-313	75.00 33.16	Open Open
06/07/2019	524638	10004207	Belem Morales Law Office	5-29-19 5-31-19	240.00 240.00 480.00	Open Open
06/07/2019	524639	10003781	Bruce E. Crossman	190131SM 5-7-19 1873811SM 5-12-19 5-23-19 5-30-19 190518SM 5-22-19 18149258OM 5-22-19	240.00 240.00 240.00 240.00 140.00 200.00	Open Open Open Open Open Open
06/07/2019 06/07/2019	524640 524641	00010597 00001244	Charesa D. Johnson Comcast Cablevision	5-22-19 52-1022718-0619	240.00 259.67	Open Open
06/07/2019	524642	00013029	CompOne Administrators, Inc.	172380 172383	14,471.43 5,000.00 19,471.43	Open Open
06/07/2019 06/07/2019 06/07/2019 06/07/2019 06/07/2019	524643 524644 524645 524646 524647	00000206 REFUND DEP 10003084 REFUND DEP REFUND DEP	Consumers Energy Consumers Energy Curbco, Inc. Della Smothers Diverno Remodeling & Construction	6180-96321407-0519 R212307 51179 R79907-212359 CcR212170	125.72 100.00 35,240.00 100.00 50.00	Open Open Open Open Open
06/07/2019	524648	00000247	DTE Energy	60-910040233652-0519 910040679979-0519	9,411.52 17,117.06 26,528.58	Open Open
06/07/2019	524649	10004332	Edith Blakney Law Firm, PLLC	5-23-19 1872998SM 5-23-19	240.00 100.00 340.00	Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
06/07/2019	524650	10004306	Erika D. Morgan Law, PLLC	5-20-19 5-21-19 5-23-19	240.00 240.00 240.00 720.00	Open Open Open
06/07/2019	524651	10004164	Frank Benion Jr	0601201921	150.00	Open
06/07/2019	524652	10001053	Gregory D. Mortimore, PLLC	190200SM 1771230SM 5-14-19	87.50 87.50 175.00	Open Open
06/07/2019	524653	10003261	Hillarie F. Boettger, PLLC	190301SM 5/7/19	360.00	Open
06/07/2019	524654	00001649	Home Depot/Comm. Credit	3125579 6971300 9025553 9025557	138.08 219.00 9.97 51.48 418.53	Open Open Open Open
06/07/2019	524655	10004337	Idumesaro Law Firm, PLLC	5-14-19 5-16-19 5-17-19 5-20-19 5-22-19 190704OM 5-14-19 17145604OM&180507170 5-14-19 5-30-19 17145604OM	240.00 240.00 240.00 320.00 240.00 240.00 40.00 80.00 240.00 80.00	Open Open Open Open Open Open Open Open
06/07/2019 06/07/2019 06/07/2019	524656 524657 524658	10004344 10000991 10004163	Jasmine Brewington Jennipher L. M. Colthirst John C. Bowie	0601201921 5-15-19 060120197	112.50 320.00 150.00	Open Open Open
06/07/2019	524659	10003866	K and Q Law, PC	5-20-19 CQ 5-21-19 CQ 5-22-19 CQ 5-29-19 5-30-19 10126809-OM 5-19-19 10126809OM 4-22-19 130518383 5-19-19	240.00 400.00 240.00 160.00 240.00 200.00 80.00 160.00	Open Open Open Open Open Open Open
06/07/2019 06/07/2019	524660 524661	REFUND DEP	Kathlin Dennis Law Offices of Nadine R.Hatten, F	R81382-212283 PLL(4-15-19	100.00 340.00	Open Open
06/07/2019	524662	00012690	Law Offices of Paulette Michel,	PLI5-17-19 5-29-19	240.00 240.00 480.00	Open Open
06/07/2019 06/07/2019	524663 524664	10003930 REFUND DEP	Leslie Tire Services, Inc. Lillie J. Jackson	308620 R80791-212653	423.00 100.00	Open Open
06/07/2019	524665	00010223	Lisa C Watkins Law Office	5-14-19 5-16-19 5-20-19	240.00 240.00 240.00	Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				1903338M 5-7-19 5-24-19	320.00 240.00 1,280.00	Open Open
06/07/2019	524666	10000123	Marilyn D.Walker	5-14-19 5-20-19 5-28-19 190276&2770M 5-23-19 190330SM 5-21/19 1567900SD 5/21/19	240.00 240.00 160.00 120.00 120.00 80.00	Open Open Open Open Open Open
06/07/2019 06/07/2019	524667 524668	10004310 00010585	Mass Mailing, LLC Michigan Association of Planning	4361 60330	952.30 725.00	Open Open
06/07/2019	524669	10003945	Nancy Anne Plasterer	5-15-19 5-16-19 5-29-19	240.00 240.00 240.00 720.00	Open Open Open
06/07/2019	524670	10001088	Nelco Supply Co.	10090309 10090091 10090308 10090356 10090451	6.00 127.20 92.50 234.92 143.66 604.28	Open Open Open Open Open
06/07/2019 06/07/2019	524671 524672	10004345 00002217	NEOGOV - Government Jobs.com, Inc Oakland County Legal News	0001iw 1686844	600.00 93.80	Open Open
06/07/2019	524673	00002229	Oakland County Road Commission	113323 113435	16,677.74 283.22 16,960.96	Open Open
06/07/2019	524674	00000603	Oakland County Treasurer	2019 Mar&Apr	2,012.50	Open
06/07/2019	524675	10003740	Oakland Strategies Group	000273 00274	3,260.40 400.00 3,660.40	Open Open
06/07/2019	524676	10000078	Occupational HealthCenters of MI I	PC712699540 #5601008061-3024944 5601008061-100303249	107.50 145.63 97.69 350.82	Open Open Open
06/07/2019	524677	10001123	OfficeTeam-A Robert Half Company	53541940 53542360	2,326.67 941.19 3,267.86	Open Open
06/07/2019 06/07/2019 06/07/2019 06/07/2019	524678 524679 524680 524681	00000622 10001941 10004007 REFUND DEP	Oxford Overhead Door Sales Perry's Party Rentals QRS Court Reporting, LLC Robert Robinson	10994 58625-6 90470 R80788-212558	715.00 786.00 265.00 100.00	Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
06/07/2019	524682	00013067	Scott C. Kozak, Attorney at Law	5-15-19	280.00	Open
			_	5/22/19	240.00	Open
				190506954ABC	40.00	Open
				5-28-19	240.00	Open
				5-29-19	160.00	Open
				151381350M 5-13-19	80.00	Open
				151381350M	40.00	Open
				190306954ABC	80.00	Open
			•		1,160.00	
06/07/2010	524683	. 10004173	Seasonal Property Maintenance LLC	1307	2,625.00	Open
06/07/2019	324003	10004173	Seasonal Property Maintenance LLC	1388	355.00	Open
				1389	249.00	Open
				1390	575.00	Open
				1391	61.05	Open
				1392	231.25	Open
				1393	277.50	Open
				1394	138.75	Open
				1395	92.50	Open
				1396	277.50	Open
				1397	185.00	Open
				1398	185.00	Open
				1399	185.00	Open
				1400	92.50	Open
				1401	277.50	Open
				1402	138.75	Open
				1403	277.50	Open
				1404	92.50	Open
				1405	185.00	Open
				1406	370.00	Open
				1407	185.00	Open
				1408	231.25	Open
				1409	185.00	Open
				1410	138.75	Open
				1411	249.00	Open
				1412	249.00	Open
				1413	249.00	Open
				1414	249.00	Open
				1415	249.00	Open
				1416	575.00	Open
				1417	90.00	Open
				1418	249.00	Open
				1419	249.00	Open
				1420	249.00	Open
				1421	92.50 138.75	Open
				1422	138.75 185.00	Open
				1423	277.50	Open Open
				1424 1425	138.75	Open
				1426	138.75	Open
				1427	92.50	Open
				1428	92.50	Open
				1429	231.25	Open
				1430	92.50	Open
				1431	138.75	Open
				1432	92.50	Open
				1432	92.50	Open
				1433	185.00	Open
				1436	185.00	Open
				T400	100.00	OPCII

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
		-		1437 1438 1439 1440 1441 1442 1443 1444	138.75 138.75 92.50 185.00 92.50 92.50 138.75 138.75 92.50	Open Open Open Open Open Open Open Open
06/07/2019	524684	10004173	AOID		V	Open
06/07/2019	524685	10004287	Shirley A. Saltzman	1872596SM 5-10-19 1669857SM 5-10-19	290.00 240.00 530.00	Open Open
06/07/2019	524686	00011704	Spencer Oil Company	569948 586078	790.26 1,026.47 1,816.73	Open Open
06/07/2019	524687	00013050	Stacy A. Drouillard	5-20-19 5-28-19	240.00 240.00 480.00	Open Open
06/07/2019	524688	00012256	Staples Business Advantage	8054320968-413703613 8054320968-413703615 8054397932-414252131 8054397932-414252132 8054472959-414805811 8054472959-414805815 8054472959-414805817	32.99 307.19 50.76 56.49 187.24 297.68 390.99	Open Open Open Open Open Open Open
6/07/2019	524689	00000275	The Law and Mediation Center PLLC	5-15-19 5-28-19	240.00 240.00 480.00	Open Open
6/07/2019	524690	10004008	TJA Staffing Services, Inc.	COP20103	22,656.00	Open
06/07/2019	524691	10003813	Water Resource Commissioner	216-80906-08-0519 216-80907-01-0519 216-80908-00-0519 216-80909-03-0519	248.20 186.03 95.73 119.83 649.79	Open Open Open Open
06/07/2019	524692	10004330	Wilkerson Law, PLLC	5-21-19 5-24-19 5-28-19 5-29-19 190401SM 052119	240.00 240.00 240.00 160.00 120.00	Open Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
06/07/2019	524693	00002895	Young Supply Co.	20177319-00	39.60	Open
				Total For 06/07/2019:	187,670.75	
				Total Paper Check:	187,670.75	
CONS TOTAL	S:					
Total of 63 Less 1 Void					202,160.80	
Total of 62	Disburseme	nts:			202,160.80	
Bank COURT	FIFTH T	HIRD-COURT OPE	ERATING			
Check Type	e: Paper	Check				
06/06/2019	7691	00000050	AT & T	248322117205	184.38	Open
33, 33, 232	,			248322117405	186.65	Open
					371.03	
06/06/2019	7692	10003781	Bruce E. Crossman	1772126SM	300.00	Open
				1771374SM	200.00 500.00	Open
06/06/2019	7693	10000511	DATA LEGAL	23132	104.99	Open
06/06/2019 06/06/2019	7694 7695	00001353 10004110	Detroit Elevator Co. Eric Adam Nissani	179878 052219	274.00 92.04	Open Open
06/06/2019	7696	BOND	Lynette Ward	051419	904.81	Open
06/06/2019	7697	10003909	Maria Fabiana Valy Gialdi	060519	85.76	Open
06/06/2019	7698	10004117	Metcom, Inc.	R16180	1,314.00	Open
06/06/2019	7699	00000601	Oakland County Bar Assn	44500	160.00	Open
				52855 36627	160.00 160.00	Open Open
				35304	260.00	Open
					740.00	·
06/06/2019	7700	10001573	Oakland Schools	GR19052914925	44.33	Open
06/06/2019	7701	00002244	OFFICE DEPOT	313223134001	59.97	Open
06/06/2019 06/06/2019	7702 7703	00002316 00002579	Pitney Bowes Inc Slade's Printing Company	052119 052419	2,041.98 540.00	Open Open
			-			
06/06/2019	7704	00012362	STAPLES CREDIT PLAN	2279361441 2279491641	69.79 6.39	Open Open
				2279492911	89.88	Open
				2281602431	1,057.28	Open
				2281870281	206.49	Open
				2289274571 2289300961	49.99 621.04	Open Open
				2289436841	65.38	Open
				2291479551	60.17	Open
					2,226.41	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
06/06/2019	7705	10000944	Stella Reyes	052819 052919 060419 060419 060319	73.00 73.00 70.00 70.00 70.00 356.00	Open Open Open Open Open
				Total For 06/06/2019:	9,655.32	
				Total Paper Check:	9,655.32	
COURT TOTA						
Total of 15 Less 0 Void					9,655.32 0.00	
Total of 15	Disbursement	ts:			9,655.32	
Bank PAYR	PNC PARKI	NG				
Check Type	e: EFT Tra	nsfer				
06/04/2019	47(E)	10003892	Pontiac Downtown Business	Assoc IncMay 2019	6,020.00	Open
				Total For 06/04/2019:	6,020.00	
				Total EFT Transfer:	6,020.00	
PAYR TOTAL	LS:					
Total of 1 (Less 0 Void					6,020.00 0.00	
Total of 1 I	Disbursement	s:			6,020.00	
REPORT TO	TALS:					
Total of 86 Less 1 Void					221,009.12 0.00	
Total of 85	Disbursemen	ts:			221,009.12	

06/24/2019 10:40 AM

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DB: Pontiac

Check Date Vendor Vendor Name Check Invoice Number Amount Status Bank CONS CONSOLIDATED Check Type: EFT Transfer 06/14/2019 Oakland County Treasurer 2018-0614Settlement 144.593.12 583(E) 00000603 Open Pontiac Public Library 06/14/2019 584 (E) 10003903 2018-0614settlement 4,220.73 Open 06/14/2019 585(E) 00012890 Pontiac Schools 2018-0614MESSA 1,592.26 Open Pontiac Schools 2018-0614Operating 37.853.64 Open 06/14/2019 586(E) 00012890 10,751.32 Pontiac Schools 2018-0614Sinking 06/14/2019 587(E) 00012890 Open Total For 06/14/2019: 199,011.07 199,011.07 Total EFT Transfer: Check Type: Paper Check 06/12/2019 524694 10004349 Anthony Davis 6-11-19 300.00 Open Karema DeJesus 06/12/2019 524695 10004157 06-11-19 100.00 Open 6-11-19 300.00 Open 06/12/2019 524696 10004285 Little Angel Productions 06/12/2019 524697 10004350 Quincy N. Stewart III 6-11-2019 300.00 Open 06/12/2019 524698 10004268 Trinity Morton 6/11/2019 100.00 Open 06/12/2019 524699 10004286 URG 6-11-19 150.00 Open Total For 06/12/2019: 1,250.00 1,250,00 Total Paper Check: CONS TOTALS: 200,261.07 Total of 11 Checks: Less 0 Void Checks: 0.00 200,261.07 Total of 11 Disbursements: Bank PNCMM PNC MONEY MARKET Check Type: EFT Transfer 2018-0614Settle 99,153.63 06/14/2019 132(E) 00013053 City of Pontiac Open Total For 06/14/2019: 99,153.63 99,153.63 Total EFT Transfer: PNCMM TOTALS: Total of 1 Checks: 99,153.63 Less O Void Checks: 0.00 99,153.63 Total of 1 Disbursements:

REPORT TOTALS:

Total of 12 Checks:

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06/24/2019 10:40 AM

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CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 06/08/2019 - 06/14/2019 Page: 2/2

Check Date Check

Vendor

Vendor Name

Invoice Number

Amount

Status

Less 0 Void Checks:

Total of 12 Disbursements:

0.00 299,414.70

CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 06/15/2019 - 06/21/2019

User: JPETERS
DB: Pontiac

Check Date Check

k Vendor Vendor Name

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Status

Bank BOND	FIFTH THIRD	BOND ACCOU	NT			
Check Type	: Paper Che	ck				
06/20/2019	12104	10002889	50th District Court	190619SM	425.00 V	Open
06/20/2019	12105	10002889	50th District Court	D244020	200.00	Open
06/20/2019	12106	10002889	50th District Court	190619SM A	425.00	Open
06/20/2019	12107	10002889	50th District Court	190385SM A	100.00 V	Open
06/20/2019	12108	10002889	50th District Court	1568295SM A	1,500.00	Open
06/20/2019	12109	10002889	50th District Court	190036SM A	400.00	Open
06/20/2019	12110	10002889	50th District Court	1901790M A	45.00	Open
06/20/2019	12111	10002889	50th District Court	190089060A A	175.00	Open
06/20/2019	12112	10002889	50th District Court	190S09786A A	45.00	Open
06/20/2019	12113	10002889	50th District Court	190S09786X A	175.00	Open
06/20/2019	12114	10002889	50th District Court	1908100M A	125.00	Open
06/20/2019	12115	10002889	50th District Court	190334SM A	225.00	Open
06/20/2019	12116	10002889	50th District Court	190204SD A	475.00	Open
06/20/2019	12117	10002889	50th District Court	190179OM 10%	5.00	Open
06/20/2019	12118	10002889	50th District Court	190089060A 10%	20.00 V	
06/20/2019	12119	10002889	50th District Court	190334SM 10%	25.00	Open
06/20/2019	12120	10002889	50th District Court	190204SD 10%	100.00	Open
06/20/2019	12121	BOND	ANTHONY BAKER	190604FY	60.00	Open
06/20/2019	12122	BOND	ANTOINETTE J. HAMIEL	190204SD	425.00	Open
06/20/2019	12123	BOND	BILAL ALMASRI	190S15163A	5.00	Open
06/20/2019	12124	BOND	DANA RENAE JOHNSON	190S09786A	20.00	Open
06/20/2019	12125	BOND	DEJA MARIE MCCAULEY	160S36535A	210.00	Open
06/20/2019	12126	BOND	DEVIN HASSAN STOUGHTON	190089060A	20.00	Open
06/20/2019	12127	BOND	DONNELL RAMON REED II	190619SM	675.00 V	Open
06/20/2019	12128	BOND	DONNELL RAMON REED II	190619SM	675.00	Open
06/20/2019	12129	BOND	ELIJA NICOLE MADDEN	190385SM	100.00 V	Open
06/20/2019	12130	BOND	ELIJA NICOLE MADDEN	190385SM	100.00	Open
06/20/2019	12131	BOND	HEATHER ANN BENEDICT	1908110M	75.00	Open
06/20/2019	12132	BOND	OAK SQUARE APARTMENTS LLC	191079LT	599.00	Open
06/20/2019	12133	00002208	OAKLAND COUNTY CLERK	190604FY	1,000.00	Open
06/20/2019 06/20/2019	12134 12135	00002208 00002208	OAKLAND COUNTY CLERK OAKLAND COUNTY CLERK	190313FY	1,425.00	Open
06/20/2019	12136	00002208	OAKLAND COUNTY CLERK	190490FY	500.00	Open
06/20/2019	12137	00002208	OAKLAND COUNTY CLERK	190263FY	2,500.00	Open
06/20/2019	12137	00002208		190398FY	500.00	Open
06/20/2019	12139	BOND	OAKLAND COUNTY CLERK PERRY PLACE APTS	190502FY	5,000.00	Open
06/20/2019	12140	BOND	ROBERTO MELMEKO MILTON	18188418LT 1873375SM	: 729.00 100.00	Open
06/20/2019	12141	BOND	RONNIE JONES III	181491840M		Open
06/20/2019	12142	BOND	SHARMAINE NICOLE WHITE	190370SM	250.00 500.00	Open
06/20/2019	12143	BOND	TONGA SLATER	190558SM	200.00	Open Open
00,20,2013	12115	DOIVE	TONOM BENTEN			open
				Total For 06/20/2019:	20,133.00	
06/21/2019	12144	10002889	50th District Court	190S04036A A	230.00	Open
06/21/2019	12145	10002889	50th District Court	160\$19532B A	235.00	Open
06/21/2019	12146	10002889	50th District Court	17146984ON A	100.00	Open
06/21/2019	12147	10002889	50th District Court	17147087ON A	300.00	Open
06/21/2019	12148	10002889	50th District Court	181472490N A	500.00	Open
06/21/2019	12149	10002889	50th District Court	170S35417B A	261.00	Open
06/21/2019	12150	BOND	BETH ANN PIERCE	190116SM R	110.00	Open
06/21/2019	12151	BOND	CHN UNITY PARK LDHALP	191343LT E	860.00	Open
06/21/2019	12152	BOND	CLAUDE ROBERTO SEARLES	151391980M R	500.00	Open
06/21/2019	12153	BOND	DANA RENAE JOHNSON	190S09786A R	10.00	Open
06/21/2019	12154	BOND	JONATHAN WILLIAM KILGORE	140S20470A	3.03	Open
06/21/2019	12155	BOND	LYNN M. OLIVER	17168880GC	20.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
06/21/2019 06/21/2019	12156 12157	BOND BOND	MATTHEW I. PALETZ MATTHEW M. BIEBER	190407LT 190652LT	15.00 15.00	Open Open
06/21/2019	12158	BOND	MisDU	190351FY	1,500.00	Open
06/21/2019	12159	00002208	OAKLAND COUNTY CLERK	1874114FY C	5,750.00	Open
06/21/2019	12160	00002208	OAKLAND COUNTY CLERK	190251FY C	500.00	Open
06/21/2019	12161	00002208	OAKLAND COUNTY CLERK	190326FY C 181471840N R	500.00 1,188.00	Open
06/21/2019 06/21/2019	12162 12163	BOND BOND	RANDY JOSEPH YONO TYLER DAJON HILL	170S37409C	78.00	Open Open
06/21/2019	12164	10002889	50th District Court	170S10549B A	70.00	Open
				Total For 06/21/2019:	12,745.03	
				Total Paper Check:	32,878.03	,
BOND TOTAL					22 070 02	
Total of 61 Less 5 Void					32,878.03 1,320.00	
	Disbursement	ts:			31,558.03	
Bank CONS	CONSOLIDA'	TED				
Check Type	e: Paper Cl	heck				
06/17/0010	F04700	10000040	21-t Cantum Madia Navanana IIC	AD 1011076	405.00	0000
06/17/2019 06/17/2019	524700 524701	10002840 10004313	21st Century Media Newspapers, LLC ADT-Protection One Alarm Monitorin		99.90	Open Open
06/17/2019	524702	10001957	Ajax Material Corporation	235884	550.56	Open
				236093	210.70	Open
				236187	1,410.16	Open
0.5 / 1.7 / 0.0 1.0	50.4500	4.000.000		00406006		0
06/17/2019	524703	10003879 10003765	Amazon.com LLC Anderson, Eckstein & Westrick, Inc	234262961	166.47 1,440.00	Open Open
06/17/2019 06/17/2019	524704 524705	00000050	Anderson, Eckstein & Westlick, inc	80025874118-0619	1,726.77	Open
06/17/2019	524706	10003274	AT & T Long Distance	821555420-060419	22.66	Open
06/17/2019	524707	00001103	Blue Cross Blue Shield of Michigan	60418-600-0719	54,965.72	Open
00, 11, 2015	021.07	0000110-		60418-601-0719	14,003.37	Open
				60418-602-0718	44,327.36	Open
				60418-604-0719	4,648.16	Open
				60418-605-0718	10,176.78	Open
					128,121.39	
06/17/2019	524708	00000119	Bostick Truck Center, LLC	121063	700.84	Open
06/17/2019	524709	10004261	Brian T. Jackson	935582	165.00	Open
06/17/2019 06/17/2019	524710 524711	10004150 10003346	BSN Sports, LLC DBA US Games City of Auburn Hills	905254538 71000518575-0519	196.28 19,445.52	Open Open
00/11/2019	524711	10003340	cich of Wapatu wills	11000010010-0019	19,440.32	oben
06/17/2019	524712	00001244	Comcast Cablevision	990-1024326-0719 990-1024326-0619	43.28 216.39	Open
				JJU-1U24320-U019	W	Open
					259.67	
06/17/2019	524713	10004156	Covenant Cemetery Services, Inc.	50842-R	1,350.00	Open
00,11,2019	021/10	10001100	or officers compactly boremood, the	60274-R	2,500.00	Open
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Dser: JPETE DB: Pontiac			CHECK DATE FROM 0	6/15/2019 - 06/21/2019		
Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
	-				3,850.00	
6/17/2019	524714	10002601	Crestline Specialties Co., Inc.	Quote#2254118	441.70	Open
6/17/2019	524715	REFUND DEP	Debra Nichols	R#81339-208284	100.00	Open
6/17/2019	524716	00001353	Detroit Elevator Co.	180973	447.75	Open
6/17/2019	524717	00000247	DTE Energy	52-7080527-0519	569.36	Open
				70-4941404-0519	1,933.91	Open
				216-7484267-0519	30.75	Open
				435-7849547-0519	66.14	Open
				440-2777841-0519	318.97	Open
				827-5543457-0519	56.73	Open
				827-7082417-0519	928.70	Open
				990-7078596-0519	468.67	Open
				6180-5436439-0519	86.91 239.31	Open
				6180-5436464-0519		Open
					4,699.45	
5/17/2019	524718	REFUND DEP	Edwina Brock	R#81364-211009	100.00	Open
6/17/2019	524719	10003826	Encore Performing Arts Center	Save the date Fee	1,000.00	Open
6/17/2019	524720	00000357	Golling Buick GMC Inc.	PNCQ417237	53.04	Open
6/17/2019	524721	10003904	GreatLakes ContractingSolutions, Ll	1018-37-09	27,881.80	Open
6/17/2019	524722	10001885	Hubbell, Roth & Clark, Inc.	169855	393.30	Open
-, ,			,	169857	670.23	Open
				169858	402.15	Open
				169859	4,407.85	Open
				169860	8,048.49	Open
					13,922.02	
6/17/2019	524723	EMP. REIMB	James M. Johnson Jr.	Johnson, JJr 6-10-19	38.16	Open
6/17/2019	524724	EMP. REIMB	Larry Robinson	R#560	19.85	Open
6/17/2019	524725	00012690	Law Offices of Paulette Michel, Pl		3,750.00	Open
6/17/2019	524726	10003930	Leslie Tire Services, Inc.	3086773	371.00	Open
6/17/2019	524727	00012978	Meadowbrook, Inc.	1330	3,893.00	Open
6/17/2019	524728	00002068	Miller Canfield Paddock & Stone, P.	G(1422502	3,195.25	Open
				1440195	3,927.00	Open
					7,122.25	
6/17/2019	524729	00000598	Oakland County	EQL0000554	416,982.48	Open
6/17/2019	524730	10001123	OfficeTeam-A Robert Half Company	53585442	1,874.26	Open
3/11/2013	321,30	10001120	officeream if nobels male sampang	53585974	990.87	Open
					2,865.13	•
					2,000.13	
6/17/2019	524731	10004173	Seasonal Property Maintenance LLC	1446	138.75	Open
0,11,2010	221121	10004110	stational froperty marneonance fine	1447	46.25	Open
				1448	46.25	Open
				1449	142.50	Open
				1450	92.50	Open
				1451	92.50	Open
				1452	92.50	Open
				1453	92.50	Open
				1454	61.05	Open
				1455	185.00	Open
				1456	92.50 61.05	Open
				1457	01.03	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				1458 1459 1460 1461 1462 1463 1464	92.50 61.05 61.05 92.50 92.50 61.05 92.50 46.25	Open Open Open Open Open Open Open Open
				1466 1467 1468 1469 1470	46.25 92.50 92.50 46.25 61.05 46.25	Open Open Open Open Open Open
				1472 1473 1474 - 4-3-19 1475 1476 1477	92.50 46.25 92.50 61.05 46.25 92.50	Open Open Open Open Open Open Open
				1477 1478 1479 1480 1481 1482 1483	92.50 92.50 27.75 61.05 92.50 138.75 231.25 46.25	Open Open Open Open Open Open Open
					3,248.65	
06/17/2019 06/17/2019 06/17/2019 06/17/2019 06/17/2019	524732 524733 524734 524735 524736	10004173 00002630 00002749 00013076 00000851	VOID State of Michigan TruGreen-ChemLawn Turner Sanitation Wade-Trim/Associates	2018-0614 SET 101859148 A-46759 2014774	V 338.46 821.94 180.00 138,210.00	Open Open Open Open Open
06/17/2019	524737	10003813	Water Resource Commissioner	440-80918-08-0519 440-80919-02-0519 990-78699-00-0519	444.98 87.80 348.74 881.52	Open Open Open
				Total For 06/17/2019:	785,377.86	
06/21/2019 06/21/2019	524738 524739	00011679 JUROR	Accident Fund Worker's Comp Adams, Angenicqua	WCV6082992 07 03 Adams,A 0619	19,310.50 30.40	Open Open
06/21/2019	524740	10003843	Advanced Disposal Services	V2000209192 V20002092192 PT0000026486 PT0000026532	208,512.04 208,705.72 5,552.40 6,534.85 429,305.01	Open Open Open Open
06/21/2019 06/21/2019	524741 524742	10004050 JUROR	Alfred Benesch & Company Alicea-Acosta, Juan	134544 Alicea-Acosta,J 0619	12,793.26 45.80	Open Open
06/21/2019	524743	10004305	Ameena Razia Sheikh	5-7-19-190514SM 5-30-19 190412SM	260.00 280.00 540.00	Open Open
06/21/2019	524744	10004326	Amy M. Hopp	6-4-19	240.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
06/21/2019	524745	0000050	AT & T	8310007501007-0619 8310007527298-063019 8310007527298-0519	1,294.90 221.00 221.00 1,736.90	Open Open Open
06/21/2019	524746	00000050	AT & T	248857561206-19 248857561206-07919	1,326.84 568.64 1,895.48	Open Open
06/21/2019	524747	00000050	AT & T	250472140-063019 250472140-070819	57.41 20.88 78.29	Open Open
06/21/2019	524748	10002333	Auto Value - APC Store	621916-313 622939-313	106.57 27.72 134.29	Open Open
06/21/2019	524749	10004207	Belem Morales Law Office	6-5-19	240.00	Open
06/21/2019	524750	00000097	Bell Equipment Company	0155461 0155570 0154776	440.00 56.51 18,500.00 18,996.51	Open Open Open
06/21/2019	524751	REFUND DEP	Bernie Franklin	R#80797-212959	100.00	Open
06/21/2019	524752	00001103	Blue Cross Blue Shield of Michigan	7036880-0004-0719 7036880-0005-0719 7036880-0006-0719 7036880-0007-0719 7045068-0000-0719 7045068-0001-0719 7045068-0002-0719	15,608.56 9,014.40 192,575.55 16,343.46 9,508.77 868.15 2,674.76	Open Open Open Open Open Open Open
06/21/2019 06/21/2019	524753 524754	10003919 10003781	Brittany Anne Costello Bruce E. Crossman	6-3-19 6-6-19	240.00 240.00	Open Open
06/21/2019	524755	00001039	Cadillac Asphalt Products	Job#K180 Est.#2 330196CreditCk524513	484,248.05 (2,804.85) 481,443.20	Open Open
06/21/2019 06/21/2019 06/21/2019	524756 524757 524758	JUROR REFUND DEP JUROR	Chang, Neng Charlie Mays Cohen, Angela	Chang, N 0619 R#189686 Cohen, A.	45.80 12,508.00 45.80	Open Open Open
06/21/2019	524759	00001244	Comcast Cablevision	110-1037575-063019 110-1037575-0719 825-0946958-0619 825-0946958-072619 6180-0214665-0619 6180-0214665-071519 47450-0862478-0619 47450-0862478-072619	98.11 75.02 42.86 278.58 155.47 155.47 16.64 108.17	Open Open Open Open Open Open Open Open

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Vendor Vendor Name Check Date Check Invoice Number Amount Status 930.32 542.24 06/21/2019 524760 00000206 Consumers Energy 825-97397342-0619 Open 14.00 Open 10-95261074-0619 141.29 52-96422630-0619 Open 215.14 47450-96189951-0619 Open 912.67 524761 R#212772 75.00 Open 06/21/2019 REFUND DEP Consumers Energy 6-4-19 240.00 06/21/2019 524762 10004348 Corv Westmoreland Open 6~5-19 240.00 Open 480.00 1,350.00 Open 06/21/2019 524763 10004156 Covenant Cemetery Services, Inc. 50847-R 60275-R 2,500.00 Open 1,350.00 50850-R Open 60277-R 2,500.00 Open 7,700.00 885.00 06/21/2019 524764 10002298 Crane Roofing, Inc. 19-1053 Open 06/21/2019 524765 10004243 Creative Schools Management, LLC July 2019 26,000.00 Open Edwards, Jaukyeta 45.80 Open 06/21/2019 524766 JUROR Edwards, J 0619 00000284 Elam Service Group 53119 9,408.00 Open 06/21/2019 524767 6-7-19 240.00 06/21/2019 524768 10004306 Erika D. Morgan Law, PLLC Open 06/21/2019 524769 10004308 Forester Vine Rochester Auto Wash 165 55.00 Open 511.42 Open 06/21/2019 524770 00010543 Friends of the Clinton River Trail 1064 229.58 1070 Open 1075 229.58 Open 970.58 06/21/2019 524771 JUROR Gammage, Mark Gammage, M. 0619 45.80 Open 06/21/2019 524772 JUROR Geans, Mistie Geans, M 0619 45.80 Open Hall, M 0619 45.80 524773 JUROR Hall, Michael Open 06/21/2019 06/21/2019 524774 JUROR Herman, Walter Herman.W 0619 45.80 Open 1025253 16.91 Open 524775 00001649 Home Depot/Comm. Credit 06/21/2019 41.38 8020600 Open 52.44 4025977 Open 180.28 3020051 Open 19.94 6020828 Open 39.71 Open 6020829 8020553 90.94 Open 128.24 8341443 Open 8180321 (119.88)Open 449.96 0169861 913.85 Open 06/21/2019 524776 10001885 Hubbell, Roth & Clark, Inc. 06/21/2019 524777 10004337 Idumesaro Law Firm, PLLC 6-3-19 240.00 Open 6-4-19 240.00 Open 240.00 6-5-19 Open 6-6-19 240.00 Open

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Check Date Check Vendor Vendor Name Invoice Number Amount Status 524778 10000960 201900469-06/21/2019 Iron Mountain Incorporated 301.84 Open 237.87 BSJR914 Open BSJR974 213.84 Open BSJR999 263.24 Open 1.016 79 Jefferson, A. 0619 06/21/2019 524779 JUROR Jefferson, Asia 45.80 Open 06/21/2019 524780 10000991 Jennipher L. M. Colthirst 5-16-19 190328SM 200.00 Open John Tynes Tynes, J 0619 45.80 06/21/2019 524781 JUROR Open 06/21/2019 524782 JUROR Johnson, Tonie Johnson, T. 0619 45.80 Open 06/21/2019 524783 JUROR Jones, Diondre Jones, D. 0619 45.80 Open K and Q Law, PC 6-5-19MK 240.00 Open 06/21/2019 524784 10003866 06/21/2019 524785 REFUND DEP Kaiv Homes, LLC R#202857 20,652.97 Open Kiearha Davidson Davidson, K. 6-7-19 06/21/2019 524786 EMP. REIMB 21.99 Open Kuerbitz, Mathew Kuerbitz,M 0619 45.80 06/21/2019 524787 JUROR Open 06/21/2019 524788 EMP. REIMB Larry Robinson Robinson, L. 6-17-19 44.17 Open 06/21/2019 524789 10003741 Law Offices of Nadine R.Hatten, PLL(6-6-19 240.00 Open 6-6-19 200.00 Open 440.00 06/21/2019 524790 00012690 Law Offices of Paulette Michel, PLI5-31-19 240.00 Open 160.00 Open 06/21/2019 524791 00010223 Lisa C Watkins Law Office 5-30-19 6-6-19 190560SM 280.00 Open 440 00 JUROR Long, E 0619 45.80 Open 06/21/2019 524792 Long, Evart 06/21/2019 Long, R 0619 45.80 524793 JUROR Long, Ronald Open 00001592 12429066 882.82 Open 06/21/2019 524794 Loomis Louis, Andre Louis, A 0619 15.40 Open 06/21/2019 524795 JUROR Lunceford, Tony Lunceford, T 0619 45.80 Open JUROR 06/21/2019 524796 524797 JUROR Macioszek, Janina Macioszek, J 0619 15.40 Open 06/21/2019 17-71932-SM 120.00 Open 06/21/2019 524798 10000123 Marilyn D.Walker 6-4-19 240.00 Open 6-7-19 240.00 Open 17-146369 OM 80.00 Open 680.00 McCabe, T. 0619 45.80 Open 06/21/2019 524799 JUROR McCabe, Teresa 119.52 06/21/2019 524800 00002044 Michigan Municipal League 19438 Open 80.00 Open 06/21/2019 524801 10003957 Mona Storm - Storm Reporting June 18, 2019 5-31-19 524802 10004329 Nachawati Law, PLLC 240.00 Open 06/21/2019 10090798 29.90 06/21/2019 524803 10001088 Nelco Supply Co. Open 948,657.70 Open 06/21/2019 524804 00000598 Oakland County SHF0005627 SHF0005627 67,417.74 Open SWA0000349 4,597.79 Open 1,020,673,23 93.80 1687905 Open 06/21/2019 524805 00002217 Oakland County Legal News 1687906 93.80 Open 1687907 93.80 Open 1687908 93.80 Open 93.80 1687909 Open 1687911 93.80 Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					656.60	
06/21/2019 06/21/2019 06/21/2019 06/21/2019	524806 524807 524808 524809	00002229 10000078 REFUND DEP JUROR	Oakland County Road Commission Occupational HealthCenters of MI I Ometta Blakemore Parise, Mark	111103 PC712728256 R#80792-212751 Parise,M. 0619	650.00 482.50 100.00 45.80	Open Open Open Open
5/21/2019	524810	00002317	Plante & Moran, PLLC	1676328 1685797	23,400.00 14,625.00 38,025.00	Open Open
6/21/2019 6/21/2019 6/21/2019 6/21/2019 6/21/2019 6/21/2019	524811 524812 524813 524814 524815 524816	JUROR 10000667 10004007 JUROR JUROR JUROR	Pope, Yolanda Printing Systems, Inc. QRS Court Reporting, LLC Salazar, Don Samples, Diara Scarbrough, Demetria	Pope, Y 0619 206699 90475 Salazar, D 0619 Samples, D 0619 Scarbrough, D 0619	45.80 320.48 380.00 45.80 15.40 45.80	Open Open Open Open Open Open
5/21/2019	524817	00013067	Scott C. Kozak, Attorney at Law	5-29-19 181484630M 5-29-19 181484630M	100.00 40.00 140.00	Open Open
6/21/2019 6/21/2019 6/21/2019 6/21/2019	524818 524819 524820 524821	10003769 10004143 00002579 00013050	Service Heating & Plumbing Corp Sir Speedy Printing Slade's Printing Company Stacy A. Drouillard	1905040 57989 June 4, 2019 6-3-19	209.84 808.36 240.00 240.00	Open Open Open Open
5/21/2019	524822	00012256	Staples Business Advantage	8054397932-2133 8054397932-2135 8054559562-7485	99.80 641.78 430.10 1,171.68	Open Open Open
5/21/2019 5/21/2019	524823 524824	10004352 JUROR	Sullivan's Nuisance Animal Control Tener, Sherry	1 22887 Tener,S. 0619	660.00 45.80	Open Open
5/21/2019	524825	10003813	Water Resource Commissioner	10-80898-00-0519 70-81022-00-0519 70-81023-00-0519 110-81011-11-0519	82.37 727.99 39.89 897.91	Open Open Open Open
5/21/2019	524826	10004330	Wilkerson Law, PLLC	6-6-19	240.00	Open
5/21/2019	524827	00002895	Young Supply Co.	20177188-00 20177847-00	315.60 92.10 407.70	Open Open
				Total For 06/21/2019:	2,369,941.38	
				Total Paper Check:	3,155,319.24	
ONS TOTAI	LS:					
Total of 128 Checks: Less 1 Void Checks:					3,155,319.24 0.00	
otal of 12	7 Disburseme	3,155,319.24				

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Check Date Check Vendor Vendor Name Invoice Number Amount Status Bank COURT FIFTH THIRD-COURT OPERATING Check Type: Paper Check 06/20/2019 7706 00000603 Oakland County Treasurer May 2019 26,784.50 Open 7707 00000776 State Of Mich/Treasury 73,717.36 06/20/2019 May 2019 Open 100,501.86 Total For 06/20/2019: 7708 00000050 248857950106 30.92 Open 06/21/2019 AT & T 06/21/2019 7709 00001244 Comcast Cablevision 060119 104.85 Open 23255 DATA LEGAL 1,083.34 Open 06/21/2019 7710 10000511 23227 384.44 Open 23141 247.99 Open 23140 520.10 Open 2,235.87 00001338 154.50 Open 06/21/2019 7711 Deaf Community Advocacy Network 103896 274.00 00001353 Detroit Elevator Co. 180501 Open 06/21/2019 7712 BSKD219 486.00 Open 06/21/2019 7713 10000960 Iron Mountain Incorporated 06/21/2019 7714 00000440 Karens Reporting 061119 150.00 Open 207.62 10004065 LEXISNEXIS RISK SOLUTIONS 1532762-20190531 Open 06/21/2019 7715 10003872 323265 140.00 Open 7716 LIFELOC TECHNOLOGIES 06/21/2019 86.24 06/21/2019 7717 00000555 M.M.L., Inc -Maria Longley 060819 Open 06/21/2019 7718 10003909 Maria Fabiana Valy Gialdi 061719 84.76 Open 84.76 061219 Open 85.76 060719 Open 060619 85.76 Open 341.04 19 - 052,936.25 Open 06/21/2019 7719 10000608 Oakland Mediation Center 10003896 2243 111.00 Open 06/21/2019 7720 PMP Investments, LLC 30825003 49.00 Open 06/21/2019 7721 00002483 ROSE PEST SOLUTIONS 115.44 SHRED-IT USA--DETROIT 8127454984 Open 06/21/2019 7722 00010900 06/21/2019 7723 00000773 State of Michigan-Dept. License&Rec060519 500.00 Open 061919 73.00 Open 06/21/2019 7724 10000944 Stella Reyes 73.00 061819 Open 70.00 061419 Open 061319 73.00 Open 70.00 Open 061019 70.00 Open 061119 429.00 Total For 06/21/2019: 8,351.73 108,853.59 Total Paper Check: COURT TOTALS: 108,853.59 Total of 19 Checks: Less 0 Void Checks: 0.00 108,853.59 Total of 19 Disbursements:

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DB: Pontiac

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Check Date Check Vendor Vendor Name Invoice Number Amount Status

REPORT TOTALS:

Total of 208 Checks: Less 6 Void Checks:

3,297,050.86 1,320.00

Total of 202 Disbursements:

3,295,730.86