

# PONTIAC CITY COUNCIL

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



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

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

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

## STUDY SESSION (AMENDED AGENDA)

November 7, 2019

12:00 P.M.

122<sup>nd</sup> Session of the 10<sup>th</sup> Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to the Agenda (Postpone Items 12 and 13 for two weeks)

Approval of the Amended Agenda

Approval of the Minutes

1. October 29, 2019

Public Comment

Discussions

2. Status Update on the Posting and Recruitment for the position of Assistant City Clerk
3. Medical Marihuana Roles and Responsibilities, Application Review and Moratorium Update

Communication from the Mayor

4. Phoenix Center Update Report
  - a. Phoenix Center Request for Proposal (RFP) to lease and /or enter into a Public/Private Partnership
  - b. Financing Options

Resolutions

City Clerk

5. Resolution to authorize the agreement between Fausone Bohn, LLP and the City for Fausone Bohn, LLP to serve as the Professional Expert-Legal Advisor to the City Clerk under Ordinance 2357(B) City of Pontiac Medical Marihuana Facilities Ordinance and authorize the Mayor to sign the agreement not to exceed \$10,500. (This item was deferred for one week at the October 29, 2019 City Council Meeting.)

Department of Public Works (DPW)

6. Resolution to authorize Mayor and/or designee to sign easement agreement as requested by DTE Electric Co. for parcel 14-29-258-004 commonly known as 68 Oakland Avenue, Pontiac, MI 48342.

7. Resolution to authorize Mayor to sign a one year contract with Clean Net of Greater Michigan, Inc., for custodial services in an amount not to exceed \$228,126.74.
8. Resolution to authorize Mayor and/or her designee to execute the termination agreement for the declaration of easement for the Pedestrian Bridge to the Silverdome parcel, and to take any and all other action reasonably necessary and prudent to consummate the termination of the easement.
9. Resolution to authorize Mayor to sign Local Road Improvement Matching Fund Pilot Program, Cost Participation Agreement, for the resurfacing of Mill Street, for a grant in the amount of \$262,325.00.

#### Finance

10. Resolution to approve a Notice of Intent to Issue Capital Improvement Bonds, Series 2019 (Limited Tax General Obligation), in an amount not to exceed 19,500,000.00, for the purpose of paying all or part of the costs of acquiring, constructing, furnishing and equipping improvements to the parking deck, plaza and related improvement to the City's Phoenix Center.
11. Resolution to approve the salary pay range for the Finance Director position between \$120,000.00 and \$140,000.
- ~~12. Resolution to approve a budget amendment for fiscal year 2019/2020 to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund – Recreation Facility Department (756) Personnel Accounts. The breakout of these funds into accounts is as follows; \$34,666.67 to Salaries and Wages account 208-756-702.00, \$2,652 to F.I.C.A – City Contribution account 208-756-715.000, \$9,320.50 to Medical Insurance account 208-756-716.000, \$438.36 to Life Insurance account 208-756-717.000, \$2,333.33 to MERS Employer Contribution account 208-756-718.500, \$1,866.67 to Workers Compensation Insurance account 208-756-719.000, and lastly \$178.56 to Dental Insurance account 208-756-719.001. The total funds amount of \$51,456.09 are to be used to restore the Pontiac Youth and Empowerment Center's (PYREC) Youth Recreation Assistant Manager position to a full time status.~~
- ~~13. Resolution to direct the City Clerk to publish the notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment for the Pontiac Youth Recreation and Enrichment Center (PYREC) for fiscal year 2019/2020 to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund – Recreation Facility Department (756) Personnel Accounts. The breakout of these funds into accounts is as follows; \$34,666.67 to Salaries and Wages account 208-756-702.00, \$2,652 to F.I.C.A – City Contribution account 208-756-715.000, \$9,320.50 to Medical Insurance account 208-756-716.000, \$438.36 to Life Insurance account 208-756-717.000, \$2,333.33 to MERS Employer Contribution account 208-756-718.500, \$1,866.67 to Workers Compensation Insurance account 208-756-719.000, and lastly \$178.56 to Dental Insurance account 208-756-719.001. The total funds amount of \$51,456.09 are to be used to restore the Pontiac Youth and Empowerment Center's (PYREC) Youth Recreation Assistant Manager position to a full time status.~~
14. Resolution to authorize the Mayor to sign the amended Law Enforcement Services Agreement with the Oakland County Sheriff's Department effective December 21, 2019 for the calendar years 2019 through 2021 for the following amounts. \$596,154 for 2019, \$612,995 for 2020, and \$630,278 for 2021. **(The budget amendment must be approved before the agreement can be authorized.)**
15. Resolution to approve a budget amendment for the fiscal year 2019/2020 to decrease a total of \$320,035 from the General Fund's (101) fund balance and increase General Fund's – Police/Sheriff Department (301) line item for the City of Pontiac's Law Enforcement Services Agreement with the Oakland County Sheriff's Department, account 101-301-818.068 Prof. Serv-Oakland Co. Sheriff, for a total of \$320,035.
16. Resolution to direct the City Clerk to publish the notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment for the fiscal year 2019/2020 to decrease a total of \$320,035 from the General Fund's (101) fund balance and increase General Fund's – Police/Sheriff Department (301) line item for the City of Pontiac's Law Enforcement Services Agreement with the Oakland County Sheriff's Department, account 101-301-818.068 Prof. Serv-Oakland Co. Sheriff, for a total of \$320,035.

## **Monthly Reports**

17. 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. The weekly check registers for September 13, 2019; October 4 and 11, 2019 are attached.  
**(The Check registers for September 20 and 27, 2019; October 18 and 25, 2019 have not been posted on the website.)**
18. Staff Changes Report- The City Council adopted a resolution on February 26, 2019 requesting that the Mayor provide census of employment changes, effective date, job title, hire date, and last day worked (if applicable) each month, to be included in the Pontiac City Council Agenda, the first meeting of each month.
19. City Credit Card Statement- The City Council adopted a resolution on February 26, 2019 that the Mayor will provide the monthly credit card statements for the prior month to the City Clerk, to be included in the Pontiac City Council Agenda, the first meeting of each month.  
**(The June, July, August, September and October statements have not been submitted. The City Council adopted a resolution on October 8, 2019 that suspended the use of the credit card by any city officer and or employee until the position of Finance Director is filled.)**

## **Adjournment**

**#1**

**MINUTES**

**Official Proceedings  
Pontiac City Council  
121<sup>st</sup> Session of the Tenth Council**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, October 29, 2019 at 6:00 p.m. by Council President Kermit Williams.

Call to Order

Invocation

Pledge of Allegiance

Roll Call

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

19-524        **Motion to defer item #8 for one week, remove item #7 from the agenda and modify item #4 by adding a resolution for item #4a to authorize the settlement for Police & Fire Lawsuit.**  
Moved by Councilperson Pietila and second by Councilperson Waterman.

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

No: None

**Motion Carried.**

19-525        **Approve the agenda as amended.** Moved by Councilperson Pietila and second by Councilperson Miller.

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

No: None

**Motion Carried.**

19-526        **Approval of meeting minutes for October 22, 2019.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Abstain: K. Williams

**Motion Carried.**

**Subcommittee Reports**

Received Community Development – October 15, 2019

Received Law/50<sup>th</sup> District – October 22, 2019

19-527            **Resolution to go into Closed Session.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Be It Resolved, the City Attorney is requesting a Closed Session of the City Council pursuant to 15.268 (e) to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation. The specific pending litigation is Oakland County Circuit Court Case #12-128625-CV, Board of Trustees of Pontiac Police & Fire Retire Prefunded Health and Insurance Trust v City of Pontiac.

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

No: None

**Motion Carried.**

19-528            **Motion to come out of Closed Session.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

**Motion Carried.**

19-529            **Resolution authorizing settlement of Board of trustees of the City of Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Trust v. City of Pontiac. (Agenda add-on)**  
Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the City is the Defendant in the matter of the Board of Trustees of the City of Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Trust v. City of Pontiac, Oakland County Circuit Court Case No. 12-128625-CZ; and

Whereas, an Order was entered against the City in that matter in the amount of \$4,073,974.61 on July 31, 2019; and,

Whereas, the Plaintiff subsequently filed the Judgement with the City on October 2, 2019, to be placed as a Judgement Levy on taxes of property within the City; and,

Whereas, the City has negotiated a resolution on the matter to avoid placement of the Judgement Levy on property within the City, as set forth in the Settlement Agreement for Satisfaction of judgement attached hereto;

Now, Therefore, Be It Resolved, that the City Council hereby authorizes the settlement of Board of Trustees of the City of Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Trust v. City of Pontiac, Oakland County Circuit Court Case No. 12-128625-CZ in an amount not to exceed \$4,073,974.61 and as set forth in the attached Settlement Agreement for Satisfaction of Judgement, and further authorize the Mayor to execute the Agreement on behalf of the City.

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

No: None

**Resolution Passed.**

**\*\*See Attachment and Exhibits A- D after the minutes\*\***

**Special Presentations**

Phoenix Center Update – Request for Proposal (RFP) for Architectural Design

Presentation Presenter: Vince Deleonardis and Mayor Waterman

Medical Marihuana Update

- a. Medical Marihuana Commission Rules & regulations  
Presentation Presenters: Mayor Waterman and City Attorney Anthony Chubb
- b. Status Update on Application Acceptance; Professional Experts to the City Clerk – Legal Advisor and Financial Advisor; and hearing Officer(s)  
Presentation Presenter: Garland Doyle, Interim City Clerk

19-530        **Suspend the rules.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: None

**Motion Carried.**

19-531        **Motion to extend Medical Marihuana Moratorium until January 6, 2020.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

Ayes: Miller, Taylor-Burks, Waterman, G. Williams, K. Williams and Carter

No: None

**Motion Passed.**

Councilwoman Mary Pietila was absent during the vote.

19-532        **Resolution in honor of Brandon Becks.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

WHEREAS, Gibraltar Lodge #19, provides annual scholarships to outstanding higher achievers who are committed to pursuing excellence; and,

WHEREAS, Brandon Becks attended West Bloomfield High School and is currently majoring in biology at the University of Toledo in Toledo, Ohio; and,

WHEREAS, Brandon Becks is dedicated to the community and volunteers his time assisting homeless shelters.

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

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

No: None

**Resolution Passed.**

19-533        **Resolution in honor of Dorian Long.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

WHEREAS, Queen of Sheba Chapter #15, Order of the Eastern Star, provides annual scholarships to outstanding higher achievers who are committed to pursuing excellence; and,

WHEREAS, Dorian Long attended West Bloomfield High School and is currently a psychology major at Oakland University in Rochester, Michigan; and,

WHEREAS, Dorian Long is dedicated to the community and volunteers at Camp Hosanna, Church summer camp, Habitat for Humanity and tutors at Herrington Elementary.

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

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

No: None

**Resolution Passed.**

19-534        **Resolution in honor of Elisabeth Rose Semwile.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

WHEREAS, Queen of Sheba Chapter #15, Order of the Eastern Star, provides annual scholarships to outstanding higher achievers who are committed to pursuing excellence; and,

WHEREAS, Elisabeth Rose Semwile attended West Bloomfield High School and is currently a nursing student at Alabama A&M University in Huntsville, Alabama; and,

WHEREAS, Elisabeth Rose Semwile is dedicated to the community and volunteers at Gleaners, Habitat for Humanity, Angel Tree and is a Praise Dancer.

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

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

No: None

**Resolution Passed.**

19-535      **Resolution in honor of Jasmine Spurlin.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

WHEREAS, Queen of Sheba Chapter #15, Order of the Eastern Star, provides annual scholarships to outstanding higher achievers who are committed to pursuing excellence; and,

WHEREAS, Jasmine Spurlin attended Pontiac Academy for Excellence and is currently majoring in Game Art at Lawrence Technological University in Southfield, Michigan; and,

WHEREAS, Jasmine Spurlin is dedicated to the community and is a volunteer at a senior living facility.

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

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

No: None

**Resolution Passed.**

19-536      **Resolution in honor of Kendall Wright.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

WHEREAS, the Taylor Scholarship provides annual scholarships to outstanding higher achievers who are committed to pursuing excellence; and,

WHEREAS, Kendall Wright was a former student of Pontiac High School International Technology Academy and is currently majoring in mechanical engineering at Grand Valley State University in Allendale, Michigan; and,

WHEREAS, Kendall Wright is dedicated to her church, Southside Church of God, where she serves as an usher, sings on the church's praise team, is a member of the mime ministry and volunteers in the church's community involvement activities.

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

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

No: None

**Resolution Passed.**

There was no move or second for the resolution to authorize the City Clerk to publish the notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to increase account number 101-206-702-000 (Finance Administration Salaries & Wages)

There was no move or second for the resolution to approve budget amendment in the amount of \$90,000.00 to restore Finance Director's Salary as presented in the Mayor's 2019-2020 Proposed Budget.

19-537        **Defer items #16 & #17 for one week.** Moved by Councilperson Pietila and second by Councilperson Carter. Council President K. Williams request that the Youth Recreation Assistant Manager be present at the next Council meeting.

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

No: None

**Motion Carried.**

19-538        **Motion to receive items #19-21 the Communication from the Mayor as information only.** Moved by Councilperson Miller and second by Councilperson Carter.

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

No: None

**Motion Carried.**

Eight (8) individuals addressed the body during public comment.

Mayor Waterman, Interim City Clerk Doyle, Councilman George Williams, Councilwoman Pietila, Councilwoman Taylor-Burks, Councilwoman Miller, Council President Pro-Tem Carter and Council President Kermit Williams made closing comments.

Council President Williams adjourned the meeting at 9:19 p.m.

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GARLAND S. DOYLE  
INTERIM CITY CLERK

**SETTLEMENT AGREEMENT  
FOR SATISFACTION OF JUDGMENT**

THIS SETTLEMENT AGREEMENT FOR SATISFACTION OF JUDGMENT ("Agreement") is made by and between the City of Pontiac ("City") and the Board of Trustees of the City of Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Trust ("PF VEBA"), collectively the "Parties," who hereby agree as follows:

**WHEREAS**, on August 8, 2012, the Board of Trustees of the Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Trust ("PF VEBA") filed a Complaint against the City in Oakland County Circuit Court, Case No. 2012-128625-CZ, which was assigned to the Honorable Daniel P. O'Brien.

**WHEREAS**, as a result of that action, on July 31, 2019, Judge O'Brien signed a Judgment (the "Judgment") for the PF VEBA against the City in the amount of Four Million Seventy-Three Thousand Nine Hundred Seventy-Four and 61/100 (\$4,073,974.61) Dollars (*Exhibit A*, Judgment).

**NOW THEREFORE**, to satisfy that Judgment and settle this matter, the Parties agree as follows:

1. The Parties agree that the PF VEBA currently owes the City Two Million Six Hundred Sixty-Six Thousand Six Hundred Ninety-Six and 17/100 (\$2,666,696.17) Dollars representing monthly PF VEBA Reimbursements covering the period from February 1, 2019 through November 30, 2019, as set forth in *Exhibit B*, PF VEBA Reimbursement Schedule.
2. The City agrees to waive the amount set forth in Paragraph 1 as a payment toward this Settlement Agreement for Satisfaction of Judgment. The Parties agree to apply the amount set forth in Paragraph 1, above, to the Judgment amount. This reduces the Judgment balance to One Million Four Hundred Seven Thousand Two Hundred Seventy-Eight and 44/100 (\$1,407,278.44) Dollars.
3. The Parties agree that the City will waive the PF VEBA monthly reimbursement expenses due to the City, beginning December 1, 2019 and ending when the cumulative amount of monthly PF VEBA reimbursement totals One Million Four Hundred Seven Thousand Two Hundred Seventy-Eight and 44/100 (\$1,407,278.44) Dollars. The Parties agree that, once the monthly reimbursement expenses, beginning December 1, 2019 and on a going forward basis, total One Million Four Hundred Seven Thousand Two Hundred Seventy-Eight and 44/100 (\$1,407,278.44) Dollars, the PF VEBA will immediately resume reimbursement of the monthly claims expenses to the City. At that time, the Judgment shall be deemed satisfied. The City agrees that it will continue to pay, without reimbursement, all PF VEBA claims expenses during the period in which the Judgment is not fully satisfied. If the City fails to pay these PF VEBA expenses, it will be considered to be in default of this Agreement.
4. The PF VEBA agrees, upon receipt of an executed copy of this Agreement, to

immediately withdraw its request that the Judgment be placed upon the City of Pontiac Winter 2019 property tax rolls as a Judgment Levy. The Parties agree that the PF VEBA will deliver correspondence to the City withdrawing the Judgment Levy request (correspondence attached as *Exhibit C*) upon receipt of an executed copy of this Agreement. The PF VEBA agrees that it will not request that the Judgment be placed upon any future City of Pontiac property tax rolls as a Judgment Levy so long as the City complies with all terms of this Agreement. The PF VEBA further agrees to execute and enter the attached Order of Satisfaction of Judgment (*Exhibit D*) at the time that the Judgment amount has been fully satisfied, according to the terms set forth above.

5. In no way shall this Settlement impair the rights or obligations of either party under the CPREA v. Pontiac Settlement Agreement. The Parties agree that, pursuant to Paragraph 8 of that Agreement, the City's contribution to the "New VEBA" shall be no more than Four Million Two Hundred Fifty Thousand and 00/100 (\$4,250,000.00) Dollars, minus the Four Million Seventy-Three Thousand Nine Hundred Seventy-Four and 61/100 (\$4,073,974.61) Dollars to be paid under the terms of this Agreement. Subject to the terms of the CPREA v. Pontiac Settlement Agreement, the City's initial contribution to the New VEBA, in the event the City complies with all terms of this Agreement, will be One Hundred Seventy-Six Thousand Twenty-Five and 39/100 (\$176,025.39) Dollars. Further, the Honorable Daniel P. O'Brien shall retain jurisdiction regarding disputes in this matter.

**WHEREFORE**, the Parties have voluntarily signed this agreement on the dates set forth below.

**PLAINTIFF**

Board of Trustees of the City of Pontiac  
Police and Fire Retiree Prefunded Group  
Health and Insurance Trust

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

Its: Chairman

Dated: \_\_\_\_\_

**DEFENDANT**

City of Pontiac

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

Dr. Deirdre Waterman

Its: Mayor

Dated: \_\_\_\_\_

W2371391.DOCX

# EXHIBIT A

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

BOARD OF TRUSTEES OF THE CITY OF PONTIAC  
POLICE AND FIRE RETIREE PREFUNDED  
GROUP HEALTH AND INSURANCE TRUST,

Plaintiff,

Case No. 12-128625-CZ  
Hon. Daniel P. O'Brien

vs.

CITY OF PONTIAC, MICHIGAN,

Defendant.

Matthew I. Henzi (P57334)  
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JUDGMENT

At a session of said Court, held in the City of Pontiac,  
County of Oakland, State of Michigan

on: 7/31/19

Present: Honorable DANIEL PATRICK O'BRIEN  
Circuit Court Judge

Upon Plaintiff having filed its Motion for Entry of Judgment on its Complaint to Compel Defendant's annual contribution for the fiscal year ending June 30, 2012, in the amount of \$3,473,923.28;

The Court of Appeals having delivered an opinion dated October 25, 2016, that reversed the Trial Court and ruled that Plaintiff is entitled to a judgment upon remand to the Oakland

County Circuit Court, *Board of Trustees of the City of Pontiac Police & Fire Retiree Prefunded Group Health and Insurance Trust v. City of Pontiac*, COA: 316418.

The Michigan Supreme Court having entered an Order denying Defendant's application for leave to appeal, and affirming the October 25, 2016 Order of the Court of Appeals. *Board of Trustees of the City of Pontiac Police & Fire Retiree Prefunded Group Health and Insurance Trust v. City of Pontiac*, SC: 154745.

Pursuant to MCL 600.6013, interest calculated from the date the Complaint was filed, August 8, 2012 through January 31, 2019, totaling \$600,051.33 shall be added to the principal judgment amount making the total judgment entered in the amount of \$4,073,974.61, and

The Court being otherwise fully advised in the premises;

**IT IS HEREBY ORDERED** that Judgment is hereby entered in favor of Plaintiff Board of Trustees of the City of Pontiac Police and Fire Retiree Prefunded Group Health and Insurance Trust and against Defendant City of Pontiac, Michigan in the amount of \$4,073,974.61.

  
Circuit Court Judge

AWB

2257667

# EXHIBIT B

Pontiac Police & Fire VESA Reimbursement 2019

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL	%
Medicare Advantage Premiums (600)	\$54,067.44	\$52,563.07	\$52,563.07	\$53,040.69	\$55,938.04	\$54,960.72	\$54,966.72	\$55,453.25	\$55,458.25	\$58,323.43	\$57,880.90	\$0.00	\$605,194.49	20.6%
Medicare Advantage OPEB (601)	\$14,256.39	\$15,311.37	\$14,256.39	\$14,256.39	\$14,011.75	\$14,011.75	\$14,494.28	\$14,494.28	\$14,976.81	\$13,438.70	\$13,438.70	\$0.00	\$156,947.41	5.4%
Medical Claims	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
GlidePath	\$197,874.53	\$198,653.87	\$188,943.58	\$205,793.46	\$198,065.05	\$198,065.05	\$202,736.72	\$200,957.32	\$192,890.55	\$192,510.83	\$193,261.63	\$0.00	\$2,170,752.63	74.0%
GlidePath OPEB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
BCBS Admin Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Prescriptions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Stop Loss	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Dental*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Optical**	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Life Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Medical Run Out 4th Quarter 2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Dental Run Out 4th Quarter 2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
Total	\$266,198.36	\$266,528.91	\$255,763.05	\$274,090.45	\$268,014.85	\$267,037.53	\$272,196.72	\$270,904.85	\$263,325.82	\$264,272.96	\$264,561.23	\$0.00	\$2,932,894.53	100%

\$2,666,636.17

# EXHIBIT C

ROBERT E. SULLIVAN, SR. (1922-1998)  
DAVID M. TYLER (1930-2002)  
RICHARD G. WARD (RETIRED)

MATTHEW I. HENZI  
mhenzi@swappc.com  
(248) 746-2762

October \_\_, 2019

***VIA HAND DELIVERY***

Treasurer  
City of Pontiac  
47450 Woodward Avenue  
1<sup>st</sup> Floor  
Pontiac, MI 48342

Dear Treasurer:

The City of Pontiac Police and Fire Retiree Prefunded Group Health & Insurance Plan ("PF VEBA") writes this letter to withdraw its October 2, 2019 request to place its July 31, 2019 Judgment against the City as a Judgment Levy on the Winter 2019 Tax Rolls.

The PF VEBA has reached a settlement with the City regarding the July 31, 2019 Judgment. According to the terms of that Settlement Agreement, the PF VEBA withdraws its request for Judgment Levy on the Winter 2019 Tax Rolls.

Please contact me with any questions you may have about this letter.

Thank you for your cooperation.

Very truly yours,

**SULLIVAN, WARD,  
ASHER & PATTON, P.C.**

Matthew I. Henzi

cc: PF VEBA Trustees (via legal report)  
City Clerk w/encl. (hand delivery)  
Mayor Deirdre Waterman (via email only - [dwaterman@pontiac.mi.us](mailto:dwaterman@pontiac.mi.us))  
Anthony Chubb (via email only - [achubb@gmhlaw.com](mailto:achubb@gmhlaw.com))

W2371390.DOC/ppf-115999

# EXHIBIT D

**STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND**

**BOARD OF TRUSTEES OF THE CITY OF PONTIAC  
POLICE AND FIRE RETIREE PREFUNDED  
GROUP HEALTH AND INSURANCE TRUST,**

Plaintiff,

Case No. 12-128625-CZ

Hon. Daniel P. O'Brien

vs.

**CITY OF PONTIAC, MICHIGAN,**

Defendant.

---

Matthew I. Henzi (P57334)  
SULLIVAN, WARD, ASHER & PATTON,  
P.C.  
Attorneys for Plaintiff  
1000 Maccabees Center  
25800 Northwestern Highway  
Southfield, Michigan 48075-8412  
Telephone: 248.746.0700  
Facsimile: 248.746.2760  
Email: [mhenzi@swappc.com](mailto:mhenzi@swappc.com)

John C. Clark (P51356)  
Stephen J. Hitchcock (P15005)  
GIAMARCO, MULLINS & HORTON, P.C.  
Attorneys for Defendant  
101 W. Big Beaver Road – 10<sup>th</sup> Floor  
Troy MI 48084  
Telephone: 248.457.7000  
Facsimile: 248.457.7001  
Email: [jclark@gmhlaw.com](mailto:jclark@gmhlaw.com)  
[sjh@gmhlaw.com](mailto:sjh@gmhlaw.com)

---

**SATISFACTION OF JUDGMENT**

NOW COMES the Plaintiff and Defendant, by and through their respective counsel, SULLIVAN, WARD, ASHER & PATTON, P.C and GIAMARCO, MULLINS & HORTON, P.C., and jointly state that the Judgment entered by this Court on July 31, 2019 in favor of Plaintiff and against the Defendant has been

satisfied in full. This matter is hereby dismissed as to Defendant.

Dated:

---

Matthew I. Henzi (P57334)  
1000 Maccabees Center  
25800 Northwestern Highway  
Southfield, Michigan 48075-  
8412  
Telephone: 248.746.0700  
Facsimile: 248.746.2760  
Email: [mhenzi@swappc.com](mailto:mhenzi@swappc.com)

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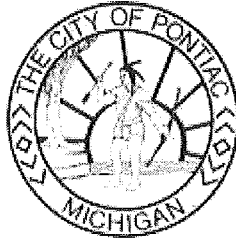
John C. Clark (P51356)  
101 W. Big Beaver Road – 10<sup>th</sup>  
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Email: [jclark@gmhlaw.com](mailto:jclark@gmhlaw.com)

W2371449.DOCX

**#2**

# **Discussion**

## Pontiac City Council Resolution



19-474      **Resolution to authorize the posting of the vacant Assistant City Clerk position.**

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

**WHEREAS,** on June 24, 2019, at a Special Meeting on the Budget, the Pontiac City Council passed the Fiscal Year 2019-2020 budget and General Appropriations Act; and,

**WHEREAS,** the Office of the City Clerk budget included an Assistant City Clerk position with an annual salary of \$55,000 and with benefits comparable to other City employees; and,

**WHEREAS,** the Interim City Clerk worked with the Human Resources Manager and Oakland County Elections Division in developing a job description; and,

**WHEREAS,** Ordinance No. 22xx Division 3. Office of the City Clerk Section 2.112 City Clerk states that "the City Clerk may hire such number of full-time, part-time, or seasonal employees as the City budget shall authorize to assist him in fulfilling the responsibilities of his position"; and

**WHEREAS,** the Charter has established that the City Clerk is a part of the Legislative Branch and not the Executive Branch which makes the posting of this vacant position and hire not subject to approval of the Mayor or any Executive Branch designee; and

**WHEREAS,** additional responsibilities have been given to the Office of the City Clerk and with several upcoming elections the first one scheduled for November 2019, it is crucial that the position of Assistant City Clerk position be filled as soon as possible.

**NOW, THEREFORE BE IT RESOLVED** that the Pontiac City Council hereby authorizes the immediate posting of the Assistant City Clerk position.

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

No: None

**Resolution Passed.**

I, Garland S. Doyle, Interim City Clerk of the City of Pontiac, hereby certify that the above Resolution is a true and accurate copy of the Resolution passed by the City Council of the City of Pontiac on September 10, 2019.

Dated: September 18, 2019



  
GARLAND S. DOYLE, Interim City Clerk

**#3**

# **Discussion**

Ordinance 2357 (B) City of Pontiac Medical Marihuana Facilities Ordinance Roles & Responsibilities

Ordinance Section	Ordinance Language	Responsible Party	Status
Section 4(b)	Members of the medical marihuana commission shall be appointed by the mayor to serve at the pleasure of the mayor for a term of three (3) years	Mayor	Appointments have not been made
	Reappointment of a member to serve an additional consecutive term is subject to council approval	City Council	N/A at this time
Section 4(c)	If a vacancy occurs on the medical marihuana commission, the mayor shall appoint a new member to fill the vacancy	Mayor	N/A at this time
Section 6(a)	The medical marihuana commission shall adopt such rules and regulations as it deems necessary to govern its proceedings and deliberations	Medical Marihuana Commission	Board has not been appointed by mayor
Section 6(b)	The rules and regulations adopted by the medical marihuana commission shall be subject to approval by the council	City Council	Board has not been appointed
Section 8(c)	Applications shall be made on forms provided by the clerk, shall be signed by the applicant, if an individual, or by a duly authorized agent thereof, if an entity, verified by oath or affidavit, and seal if available, and shall contain all of the following:	City Clerk	Completed
Section 8(d)	All applications must be accompanied by the appropriate fee to help defray administrative costs associated with the application for the medical marihuana facility, which shall be set by a resolution adopted by council, but shall not exceed five thousand dollars (\$5,000) per application	City Council	Completed
Section 9(a)	Upon receipt of a completed application meeting the requirements of this ordinance and the appropriate permit application fee, the clerk shall refer a copy of the application to the fire department and the department of building safety & planning	City Clerk	The Clerk has received three applications but <u>do not lack of staffing</u> has not processed the applications. Once Clerk receives requested staffing then he will be able to determine if any of the applications are considered completed applications. At that time he will refer the applications to Fire, Building & Planning
Section 9(b)(1)	The fire department and the department of building safety & planning or another relevant department have inspected the proposed location for compliance with all state and local building, electrical, fire, mechanical and plumbing requirements	Building Official, Planning Mgr, Fire Chief	N/A at this time
Section 9(b)(2)	The department of building safety & planning or another relevant department has confirmed that the proposed location complies with the zoning ordinance	Building Official, Planning Mgr, Fire Chief	N/A at this time

Ordinance Section	Ordinance Language	Responsible Party	Status
Section 9(b)(3)	The proposed medical marihuana facility has been issued a certificate of occupancy and, if necessary, a building permit	Building Official	N/A at this time
Section 9(c)	After this ordinance becomes effective, the clerk shall begin accepting medical marihuana facility applications within 60 days. Within 7 days of the date the clerk begins accepting medical marihuana facility permit applications, the clerk must set a 21-day application period during which applicants may apply for a permit to operate a provisioning center	City Clerk	Completed 21 day application period is now Jan 6-27, 2020 as result of the moratorium
Section 9(d)	The clerk shall award a permit to any applicant for a permit to operate a grower, processor, secure transporter, or safety compliance facility who submits a complete application, receives the approvals required in this section, and meets the requirements of this ordinance	City Clerk	N/A at this time
Section 9(e)	The clerk shall assess, evaluate, score and rank all applications for permits to operate a provisioning center submitted during the twenty-one (21) day application period set forth in this section	City Clerk and the City Clerk has designated the Planning Mgr, Prof. Exp-Financial Advisor and Prof. Exp-Legal Advisor to assist the City Clerk in scoring applications	N/A at this time
Section 9(f)	In its application assessment, evaluation, scoring, ranking, and deliberations related to permits to operate a provisioning center, the clerk shall assess, evaluate, score, and rank each application based upon a scoring and ranking procedure developed by the clerk consistent with the requirements, conditions, and provisions of this ordinance in each of the following categories	City Clerk	Completed
Section 9(j)	The clerk may engage professional expert assistance in performing the clerk's duties and responsibilities under this ordinance	City Clerk	The clerk has selected the law firm Fausone Bohn, LLP to serve as the Prof. Expert - Legal Advisor. The Clerk is awaiting approval of the Contract. The City Clerk is the process of evaluating CPA firms to to serve as the Prof. Expert - Financial Advisor.

**#4**

**COMMUNICATION  
FROM THE  
MAYOR**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable City Council President Kermit Williams, and City Council Members

**FROM:** Mayor Deirdre Waterman

**CC:** Jane Bais DiSessa, Deputy Mayor, Irwin William, Interim Finance Director/Plante Moran, and Anthony Chubb, City Attorney.

**DATE:** October 31, 2019

**RE:** **Phoenix Center Bonds.**

As we are submitting this matter for Council's consideration, we are reminded of the discussion that was held with six of the Council members present (Councilman Don Woodward was absent). The following people were also present to give witness to the gentlemen's agreement that prompted Administration to move forward with securing the Request for Proposals (RFP): Mayor Waterman, Deputy Mayor Bais-DiSessa, Atty. J. Clark, and Atty. A. Chubb.

This agreement was the precipitant for issuing these RFP's alternate processes, along with the initiation of the bond process, which was to run concurrently. It was the generally accepted principle echoed by the discussants that, due to the deadlines outlined in the settlement agreement; the pursuit of only one of the alternatives at a time was too risky because it may not materialize in time to meet the deadlines.

More importantly, issuing thee alternative option concurrently would place the City in a far better position to achieving a viable financing mode and thereby allow us to meet the stringent Phoenix Center Settlement deadlines.

DW

RFP No. \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP)**  
**FOR THE**  
**LEASING, MANAGEMENT, OR PUBLIC PRIVATE PARTNERSHIP**  
**OF THE**  
**PHOENIX CENTER FACILITY**

Issued: \_\_\_\_\_ day, November \_\_, 2019



**Due Date: \_\_\_\_\_ day, November \_\_, 2019 by 3:00 PM Eastern Time**

**PREPARED BY:**

**CITY OF PONTIAC**  
**DEPARTMENT OF PURCHASING**  
**47450 WOODWARD AVENUE**  
**PONTIAC, MICHIGAN 48342**

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DRAFT

## I. BACKGROUND AND OVERVIEW

On November 1, 2018, the City of Pontiac, County of Oakland, State of Michigan (the “City”) was party to certain lawsuits in the Oakland County Circuit Court (case nos. 2012-130331-CH [[click here](#)] and 2014-139761-CH [[click here](#)]) and entered into a Settlement Agreement and Release (the “Agreement”) by and among Ottawa Tower II, LLC and North Bay Drywall, Inc. Profit Sharing Plan & Trust (the “Plaintiff”) and the City, Louis Schimmel, former Emergency Manager of the City, Oakland County, and Oakland County Building Authority (the “Defendants”). The terms of the Agreement require the City to make certain improvements to the Phoenix Center consisting of a parking garage, amphitheater, and plaza (the “Phoenix Center”). The Signature Copy of the Agreement is included at Appendix 1 of this Request for Proposals or can electronically be located on the City’s website [[click here](#)].

Pursuant to the following resolutions duly adopted by the City Council of the City on September 10, 2019, the Mayor of the City is authorized to issue a Request for Proposals to invite qualified parties to submit proposals to:

1. Lease the Phoenix Center; see Resolution 19-467 in Appendix 2.1 or on the City’s website [[click here](#)];
2. Manage the Phoenix Center; see Resolution 19-468 in Appendix 2.2 or on the City’s website [[click here](#)]; or
3. Enter into a Public Private Partnership for the Phoenix Center; see Resolution 19-469 in Appendix 2.3 or on the City’s website [[click here](#)].

The following Request for Proposals (RFP) is being issued by the City through its Department of Purchasing for potential qualified development teams, joint ventures, or parties (a “Proposer”) to:

1. Lease the Phoenix Center;
2. Manage the Phoenix Center; or
3. Enter into a Public Private Partnership for the Phoenix Center.

### **A Proposer may submit a proposal for one or all of the above requests.**

The City is seeking cost-effective Proposals that detail the Proposer’s: qualifications; relevant and proven experience with parking and or entertainment facilities; financial capability; design, construction, and development approach; and implementation strategy that meets or exceeds the City’s requirements as outlined in this RFP. The selected Proposer must:

- Understand the City’s obligations under the Agreement
- Understand the principles and goals identified in this RFP
- Assign a team of professionals with demonstrated experience of working together
- Possess the capacity to manage a parking garage and or an amphitheater
- Add/maximize value in the management, design, development, construction, and or delivery of a high-quality amphitheater and parking garage
- Possess the capacity to secure the required financing, if necessary, to comply, at a minimum, with the obligations described in the Agreement

## A. Scope

The existing Phoenix Center located in the downtown business district of the City of Pontiac consists of a parking structure having x,xxx parking spaces in 874,000 square feet and an amphitheater located atop the parking structure consists of a stage, seating for xx,xxx, and concession stands in 292,000 square feet. The Phoenix Center is owned by the City but has been closed since 20xx.

With the execution of the Agreement and the adoption of the resolutions by City Council, the City would like to maximize the utilization and positive net revenue generation of the Phoenix Center by soliciting proposals for the leasing, management, and or entering into a public private partnership with a Proposer. Accordingly, the City intends to evaluate proposals received from qualified Proposers that meet the needs and expectations outlined in this RFP.

## B. Project Status

Since the Phoenix Center has been shuttered since xxxx, the City commissioned a facility assessment of the existing Phoenix Center Parking Deck and Rooftop Amphitheater, for the purpose of evaluating and identifying items which require renewal, repair, upgrades or replacement. Field survey work was conducted on August 7, 2018, August 21, 2018 and August 24, 2018 by Integrated Design Solutions, LLC (IDS). The facility was surveyed with the assistance of City personnel.

The Facility Condition Assessment dated September 2018 and revised October 8, 2018 (the "FCA") compiled a list of all deficient structural, architectural, mechanical and electrical items that, in IDS's professional opinion, would require replacement, enhancement and/or repair in order to meet the goals of preserving and improving the assets of the Phoenix Center. Itemized deficiencies listed in the table below are not meant to change the facility layouts or functions. Furthermore, IDS did not perform any forensic evaluations or destructive testing. A copy of the FCA is in Appendix 3.

### Cost Summary of Phoenix Center Facility Condition Assessment (October 8, 2018)

Category	Parking Deck	Amphitheater	Total Cost
Structural	\$1,728,837	\$0	\$1,728,837
Architectural	\$2,992,894	\$426,981	\$3,419,875
Mechanical	\$1,506,845	\$465,185	\$1,972,030
Electrical	\$3,939,512	\$565,800	\$4,505,312
Soft Cost (includes Contingency)	\$4,448,697	\$510,288	\$4,958,985
Total Project Cost	<b>\$14,616,785</b>	<b>\$1,968,254</b>	<b>\$16,585,039</b>

On October 1, 2018, Walker Consultants delivered a report to IDS regarding the Phoenix Center Parking Structure Post-Tensioning Investigation (Walker Project #20-1903.00) (the "Walker Report"). A copy of the Walker Report is in Appendix 4.

[Remainder of this page is intentionally left blank]

## Project Components

Proposals in response to this RFP must address how it will deliver **at least one** of the following Project Components:

### 1. Lease the Phoenix Center Facility

The City would receive a Proposal from a Proposer to lease the Phoenix Center Facility for an initial period and renewal periods as mutually agreed to between the City and the Proposer on a triple net basis which provides the City with the maximum, positive revenue on an annual basis. The lessee would be responsible or provide a viable alternative to perform the City's obligations under the Agreement and facilitate any other operations and improvements to make the Phoenix Center functional.

### 2. Manage the Phoenix Center Facility

The City would receive a Proposal from a Proposer to manage the Phoenix Center Facility for an initial period and renewal periods as mutually agreed to between the City and the Proposer for the parking structure and or the amphitheater on a triple net basis which provides the City with the maximum, positive revenue on an annual basis. The Proposer would be responsible or provide a viable alternative to perform the City's obligations under the Agreement and facilitate any other operations and improvements to make the Phoenix Center functional.

### 3. Public Private Partnership (P3)

The City would receive a Proposal from a Proposer to enter into a Public Private Partnership for the Phoenix Center Facility which provides the City with the maximum, positive revenue on an annual basis. The Proposer would be responsible or provide a viable alternative to perform the City's obligations under the Agreement and facilitate any other improvements to make the Phoenix Center functional.

## II. SELECTION PROCESS

### A. Schedule

Given the scope and complexity of this RFP, the City intends to use the following process to request, receive, and evaluate Proposals and select a Proposer:

Process	Proposed Timeline
Proposer's Questions Due to City	November __, 2019 at 5:00pm ET
Responses to Proposer's Questions Posted	November __, 2019 at 5:00pm ET
<b>PROPOSALS DUE</b>	<b>November __, 2019 at 3:00pm CT</b>
Selection Committee Screening of Proposals	Weeks of December __ and __, 2019
Notification of Short-Listed Proposers	December __, 2019
Pre-Registration Deadline for Mandatory Tour	December __, 2019
Mandatory Tour	December __, 2019
In-Person Interviews and or Sealed BAFO Due	January __, 2020
BAFO Evaluation	January __, 2020

Process	Proposed Timeline
Letter of Intent Executed with Selected Proposer	January __, 2020
City Council Approval	To be Determined

## B. Proposer's Questions

At or before 5:00 pm ET on November \_\_, 2019, Proposers may submit written requests of clarification of this RFP and/or questions to the City by utilizing the form provided in Appendix 5 of this RFP and submit the completed form via email to [insert email address]. Written responses to properly submitted, relevant requests for clarification and questions from Proposers will be posted by the City on the City's website or BidNet by 5:00 pm ET on November \_\_, 2019. **Solicitation of information or contact with any City elected official, appointee, board member, employee, or agent of the City, or other associated personnel concerning this RFP other than through the designated form and process described herein is prohibited and may result in disqualification of the Proposer and its proposal.**

## C. Selection Process

The selection of the Proposer will involve a three-part selection process:

### 1. Round I | Request For Proposals

Proposers must submit Proposals meeting the RFP requirements, which will be evaluated and scored by the Selection Committee. The highest scoring Proposers, the number of which is at the City's discretion, may be short-listed for further evaluation which will include a mandatory tour of the Phoenix Center (see Section II. C. 2.), an in-person interview with the Selection Committee, and the submission of a Best and Final Offer (BAFO).

### 2. Round II | Mandatory Tour and In-Person Interview

A short-listed Proposer will be invited to attend a **mandatory** tour of the Phoenix Center to be held during the week of December \_\_, 2019. Each Proposer member wishing to attend the mandatory tour must **pre-register** by completing the Registration and Release of Liability Form as provided in Appendix 6 of this RFP and submit the completed form via email to [insert email address] on or before December \_\_, 2019. Each copy of the Registration and Release of Liability Form can accommodate the signature of one person. **Proposer team members who do not pre-register will not be allowed to attend the tour.**

Pre-registered Proposer members will first meet and check-in for the mandatory tour at the Phoenix Center located at 47251 Woodward Avenue, Pontiac, MI 48342 on the date and time provided in the invitation. The City will provide a guided tour of the Phoenix Center. The tour is expected to last two (2) hour. **At least one member of the Proposer's team must attend the tour. All attendees must pre-register and attend the mandatory tour or their Proposal may be disqualified.**

The short-listed Proposers may also be invited to an in-person interview with the Selection Committee. An invitation letter will be sent via email with the date, time, and location of the interview. The invitation to interview will include a list of questions to be addressed in order at the interview and the form to submit the BAFO. The interview will last for 90 minutes and consist of 60

minutes for presentation and 30 minutes for questions and answers. The Selection Committee will rank the short-listed Proposer's interviews.

**At the beginning** of the in-person interview, the short-listed Proposer shall submit their completed BAFO in a sealed envelope to the Selection Committee.

### **3. Round III | Evaluation of BAFO**

At a later date, after all short-listed Proposers have concluded their interviews and submitted their sealed BAFOs, the Selection Committee will open, evaluate, and analyze the BAFOs. If necessary, the Selection Committee may ask a short-listed Proposer to clarify its BAFO.

### **4. Letter of Intent**

The City intends to execute a Letter of Intent with the selected Proposer. Should the City be unable to successfully negotiate a lease, management agreement or a public private partnership agreement with the selected Proposer, it reserves the right to cancel the selection and negotiate with the next Proposer. The City also reserves the right to cancel this RFP at any time and reject any and all Proposals at its sole discretion.

## **III. PROPOSAL SUBMITTAL REQUIREMENTS**

Proposals must be submitted utilizing the following format requirements and process:

### **A. Submission**

In responding to this RFP, Proposers must submit the following:

- Five (5) printed originally signed copies of the Proposal
- One (1) electronic PDF copy of the Proposal on a flash drive

Proposals may be disqualified if the printed and electronic copies are not simultaneously submitted by the Due Date and/or if the contents of the Proposals are not the same.

**PROPOSALS ARE DUE BY 3:00 PM ET ON NOVEMBER \_\_, 2019 (Due Date).**

**Proposals received after the Due Date will not be accepted or will be marked late, unopened, and returned to sender.** Copies of the Proposals shall be sealed in an envelope/box containing the Proposals and flash drive and clearly labeled "Request for Proposals – Phoenix Center" and delivered to the following address:

City of Pontiac  
Department of Purchasing  
47450 Woodward Avenue  
Pontiac, MI 48342

### **B. Format**

Proposals should be spiral bound, printed on single-sided 8.5"x11" paper, either portrait or landscape, with a minimum of one-inch margins and a font size of 11-points. For legibility purposes, site plans,

schedules, or other relevant proposal documents may be printed on 11"x17" paper folded to be equivalent to 8.5"x11" paper. Proposals should be well organized and not exceed 40 paginated pages.

### **C. Criteria**

Proposals will be evaluated on the following criteria: 1) Team; 2) Relevant Experience, Certification, and Past Performance; 3) Financial Capabilities; 4) Concept and Design, and; 5) Implementation Strategy, Budget, and Schedule.

The Selection Committee will compile the results of the short-listed Proposers' three scored components: 1) Proposal (weighted 20% of total score); 2) Interview (weighted 50% of total score) and; 3) BAFO (weighted 30% of total score).

### **D. Content of the Proposal**

Proposals must include the following information:

#### **1. Introduction Letter (2 page maximum, excluded from page limit)**

The introduction letter should identify each firm included in the Proposer Team, affirmatively commit each firm of the Proposer Team to complete the Project Component the Proposer Team desires to complete. The introduction letter **must be signed by an authorized officer of each firm of the Proposer Team.**

The Proposal should contain responses to the following categories:

#### **2. Proposer Information**

Please provide the following information for **each firm** included in the Proposer Team:

- a. Company Information
  - i. Firm Name
  - ii. Contact Person
  - iii. Business Address (no P.O. boxes)
  - iv. Phone Number
  - v. Email Address
  - vi. Website (if applicable)
  - vii. Type of Business Organization (Corporation, LLC, etc.)
  - viii. Number of Years in Business
  - ix. Roles and Responsibilities for the Project Component(s)
  - x. Identify if the Firm is a Minority Business Enterprise (MBE) or Disabled Veteran-Owned Business (DVB)
- b. Resumes
  - i. Please provide the names, resumes, and roles/responsibilities of all individuals who will serve as the key day-to-day contacts for the Project Component(s)
- c. Workload and Capacity

- i. Please identify each firm's current commitments and anticipated new engagements throughout the duration of the Project Component
  - ii. Please identify how potential overlap and capacity issues would be addressed to ensure a successful Project Component for the City
- d. Minority Business Enterprise and Disabled Veteran-Owned Business (MBE/DVB) Participation
  - i. Please describe the Proposer Team's goals and action plan to encourage MBE/DVB participation on a Project Component

### **3. Relevant Experience, Certification, and Past Performance**

- a. Demonstration of Experience with All Components of this Project
  - i. Please identify at least three (3) similar or relevant projects, either completed previously or currently under engagement by at least one member firm of the Proposer Team, that includes a parking structure and or amphitheater and matches at least one of the Project Components: 1) Lease; 2) Management Agreement, and/or; 3) Public Private Partnership (P3), if the Proposal includes such aspect.
  - ii. For each of the projects listed in 3. a. i. above:
    - 1. Describe the Proposer Team's roles and responsibilities, and;
    - 2. Provide an end-user reference (name, title, company/municipality, telephone number, and email address)

### **4. Financial Capabilities and Other Required Documents**

Proposals must address the Team's financial capability or provide a viable alternative to meet the City's obligations under the Agreement and to complete the Project Components by demonstrating:

- a. Recent experience securing financing for project(s) of similar size and complexity, specifically; satisfactory evidence of having obtained financing for project(s) with a total cost of \$20 million or more in the last five (5) years
- b. Letter(s) of interest from potential lenders
- c. Ability to obtain sufficient bonding capacity and insurance for the Project Component
- d. Balance sheet and evidence of cash and/or cash equivalents (e.g. working capital) sufficient to implement the Project Component
- e. Attestation that no member firm of the Proposer Team has filed for bankruptcy in the last ten (10) years or is currently in bankruptcy

### **5. Concept and Utilization of the Phoenix Center Facility**

Proposals must include an overall master plan Phoenix Center Facility that incorporates its highest and best use and maximizes value to the City. This master plan should describe:

- a. Use mix that maximizes value to the City and is economically viable;
- b. Parking and Transit Oriented Features that meet City needs and provide value;

- c. Community Connectivity,
- d. Sustainable Utilization,
- e. How the new facility fits into the surrounding area and community, and
- f. How the Phoenix Center Facility compliments other municipal or commercial services.

#### **6. Implementation Strategy, Budget, and Schedule**

Proposals must outline the Proposer's strategy and method to implement the Project including:

- a. Project Component Phasing, Construction Schedule, and Occupancy/Utilization;
- b. Project Budget, Proforma, and Cash Flow Projections;
- c. Estimates of the Overall Economic Impact of this Project, and;
- d. Current Zoning, Path for Public Approvals, and Community Outreach Plan.

### **IV. OTHER CONSIDERATIONS AND RESERVATION OF RIGHTS**

#### **A. Other Considerations**

##### **1. Procuring and Contracting Agency**

The City's Department of Purchasing is the authorized agent for this Project. The City Council will authorize the final selection made for the Project. All negotiations relative to this Project may only be conducted with the City's designated contact.

##### **2. Lease, Management, or Public Private Partnership Agreement**

To facilitate the maximum, annual, net positive revenue to the City, the Proposer should address and show how the Proposal meets or exceeds each of the following characteristics, if applicable, which are critical in the evaluation and award process. Notwithstanding, the City reserves the right to change the legal mechanism used to execute an agreement to deliver this Project.

- a. Lease Rate: The lease rate shall be quoted as a triple net (NNN) rate based upon a 20-year lease period with two (2), 5-year renewal options. The proposed rental rate should not include general operating expenses including, but not limited to, utilities, common area maintenance and repairs, grounds maintenance and repairs, property taxes, etc.
- b. Capital Expenditures: Lessee will be responsible for all capital expenditures and maintaining a capital reserve fund.

##### **3. Prevailing Wage**

The Proposer shall comply with prevailing wage requirements, if applicable.

##### **4. Minority Business Enterprise and Disabled Veteran-Owned Business (MBE/DVB) Participation**

Minority Business Enterprises (MBE) and Disabled Veteran Owned Businesses (DVB) are encouraged to respond to this RFP. Provide MBE or DVB certification as an appendix to your proposal.

[Remainder of this page is intentionally left blank]

## **B. Reservation of Rights**

The City reserves the right, in its sole and absolute discretion and as it may deem necessary, appropriate, or beneficial to the City with respect to the RFP, to:

- Cancel, withdraw, or modify the RFP
- Modify or issue clarifications to the RFP prior to the Proposal Due Date; in the event the RFP is modified it will be posted on the City's website or BidNet and all Proposers will be provided a chance to revise their Proposals
- Request submission of additional information from some or all Proposers following its review of one or more Proposals
- Waive any irregularity or defect in any submission
- Reject any Proposals it deems incomplete or unresponsive to the RFP requirements
- Reject all Proposals that are submitted
- Reissue the original RFP, issue a modified RFP, or issue a new RFP, whether any Proposals have been received in response to the initial RFP.

### **1. Site Conditions**

The Phoenix Center facility is "as-is" condition, without representation or warranty as to physical or environmental condition of the land or any existing structure.

The City makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during the course of any work, re-development, or construction of the property.

### **2. Predevelopment and Development Costs**

**The City is not liable for any costs incurred by a Proposer in replying to this RFP.**

In addition, Proposers should be aware of the following:

- a. Proposers should draw independent conclusions concerning conditions that may affect the methods or cost of development or management of the Phoenix Center;
- b. Proposer shall be solely responsible for all pre-development (including demolition of existing improvements and due diligence studies such as traffic, geotechnical, storm water management, and other site preparations) and development costs associated with the Project;
- c. Proposer shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time, and;
- d. All equity and self-funded project pre-development money expended by a Proposer is at the sole risk of the Proposer. The City shall under no circumstances be responsible to reimburse same, whether pre- or post-selection.

### **3. Change in Proposer's Information**

If there are any changes to any of Proposer's team members or new financial information, the Proposer must notify the City in writing and provide updated information in the same format as

prescribed in the RFP for the appropriate section of the Proposal. The City reserves the right to evaluate the modified Proposal, eliminate the Proposer from further consideration, or take other action as City may deem appropriate.

#### **4. Ownership and Use of Proposal**

Once submitted, all Proposals shall be the property of the City. The City may use any and all ideas and materials included in any Proposal, whether the Proposal is selected or rejected.

#### **5. Communications with Media, Government Agencies, and Community**

The Proposers shall not initiate or pursue any discussions or communications with the media, government agencies, and/or the community relating to the Project without first coordinating with and receiving the approval of the City.

#### **6. Selection Non-Binding**

The City's selection of a Proposer indicates only its intent to negotiate with the selected Proposer, and the selection does not constitute a commitment by the City to execute a final agreement or contract with that Proposer. Proposers therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on any action by the City, or its contractor, representative, or employee's actions for any costs or liabilities incurred as a result of responding to this RFP.

#### **7. Freedom of Information**

All information in a Proposer's Proposal is subject to the provisions of Michigan's Freedom of Information Act (Act 442 of 1976, as amended) [[click here](#)]. Any information or data in the Proposal that the Proposer claims as proprietary and confidential and should not be disclosed by the City to third parties shall be clearly identified in their Proposal (each page shall be marked as "Proprietary and Confidential") and specified on the Designation of Confidential and Proprietary Information Form as provided in Appendix 7 of this RFP.

#### **8. State Law**

Any agreement between the City and the successful Proposer arising from this RFP will be governed, construed, and interpreted in accordance with the laws of the State of Michigan. Proposers are advised that under such laws, the City will not indemnify the successful Proposer against claims, demands, suits, actions, proceedings, liabilities, damages, losses, costs, or expenses of any kind by reason of injury or death to any person or for property damage arising out of or relating to the work to be performed.

[Remainder of this page is intentionally left blank]

**Appendix 1 – Settlement and Release Agreement dated November 1, 2018**

DRAFT

## **Appendix 2 – Authorizing Resolutions to Issue Request for Proposals**

- 2.1 Resolution 19-467 | Leasing of the Phoenix Center
- 2.2 Resolution 19-468 | Management of the Phoenix Center
- 2.3 Resolution 19-469 | Public Private Partnership for the Phoenix Center

DRAFT

**Appendix 3 – Facility Condition Assessment**

DRAFT

## Appendix 4 - Phoenix Center Parking Structure Post-Tensioning Investigation

DRAFT

## Appendix 5 – Form to Submit Proposer's Questions

**Instructions:** At or before 5:00 pm ET on November \_\_, 2019, Proposers may submit written requests for clarification of this RFP and/or questions to the City by utilizing this form. Please submit the completed form via email to [insert email address]. Written responses to properly submitted relevant requests for clarification and/or questions from Proposers will be posted by the City's website or BidNet by 5:00 pm ET on November \_\_, 2019. **Solicitation of information or contact with any City elected official, appointee, board member, employee, or agent of the City, or other associated personnel concerning this RFP other than through the designated form and process described herein is prohibited and may result in disqualification of the Proposer and its proposal.**

\* \* \*

Contact Information: All fields must be completed by the Proposer submitting the form.

Name (Please Print): \_\_\_\_\_

Proposer Team: \_\_\_\_\_

Company/Affiliation: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

RFP Section/ Appendix No.	Page No.	Request for Clarification and/or Question

## Appendix 6 – Registration and Release of Liability Form

**Instructions:** Any Proposer that submitted a Proposal and intends to submit a Best and Final Offer (BAFO) must attend a **mandatory** tour of the Phoenix Center Facility to be held on **December \_\_, 2019 at \_\_:\_\_ pm ET**. Each Proposer member wishing to attend the mandatory tour **must pre-register** by completing this form and submit the completed form via email to: [insert email address] two (2) business days before the scheduled mandatory tour. This Registration and Release of Liability Form can accommodate the signature of one person. **Proposer members who do not pre-register will not be allowed to attend the tour.**

Pre-registered Proposer members will first meet and check-in for the site tour at the Phoenix Center Facility located at 47251 Woodward Avenue, Pontiac, MI 48342. The tour is expected to last two (2) hours. **At least one member of the Proposer's team must pre-register and attend the mandatory tour or their Proposal may be disqualified.**

\* \* \*

The undersigned hereby releases the City of Pontiac, Michigan, including all departments, agencies, boards, employees, and/or any tenant(s), from liability for any injury and/or damages (if any) resulting from the undersigned's tour of the Phoenix Center Facility.

The undersigned also agrees to take reasonable precautions to prevent any damage to the Phoenix Center Facility arising from their tour thereof and to replace, or fully compensate the City at replacement value for any damages to the Phoenix Center Facility arising from the tour of the Phoenix Center Facility.

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

Name (Please Print): \_\_\_\_\_

Proposer Team: \_\_\_\_\_

Company/Affiliation: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Company Address: \_\_\_\_\_

Do you require special tour accommodations for a disability? (check one) Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, please describe: \_\_\_\_\_

## Appendix 7 – Designation of Confidential and Proprietary Information Form

The attached material submitted in response to RFP No. \_\_\_\_\_ includes proprietary and confidential information or is otherwise material that can be kept confidential under the Michigan Freedom of Information Act (Act 442 of 1976, as amended). As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when proposals are opened, and therefore cannot be kept confidential.**

We request that the following pages not be released:

Item	Section	Page(s)	Topic
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. The City considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the City harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name:	
Authorized Representative (Signature)	
Authorized Representative (Type or Print Name):	
Date:	

## Options to Pay for the Phoenix Center Improvements

### **1. Do nothing, violate the Settlement Agreement & risk a judgement levy**

- City Council approved Settlement Agreement and Executed on 11/1/2018
- Judgement levy (a new tax) split amongst all Pontiac residents & businesses
- Comes to roughly \$802 per taxpayer

### **2. Pay the full \$16.6 million from the General Fund**

- Not enough uncommitted surplus money to cover entire cost
- May cause reallocation of funding from other City services (e.g. Police and Fire)
- May cause a deficit in the General Fund and possibly take city back to financial crisis

### **3. Issue Bonds for the full \$16.6 million**

- ONLY OPTION THAT DOES NOT INCREASE TAXES
- Recommended by advisors and administration
- Repay bond issue over useful life of Phoenix Center Improvements

### **4. Combination of #2 and #3: Use surplus and issue bonds**

- Still could cause an increase in taxes
- Still requires Council approval

**We need City Council's support to meet Settlement Agreement Requirements  
WITHOUT raising taxes or risking a deficit.**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable City Council President Kermit Williams, and City Council Members

**FROM:** Jane Bais DiSessa, Deputy Mayor

**CC:** Honorable Mayor Deirdre Waterman, Irwin William, Interim Finance Director/Plante Moran.

**DATE:** October 31, 2019

**RE:** **Additional Information Re: Phoenix Center Bond Series**

Please find attached additional information concerning the financing bond options for the Phoenix Center as presented by Attorney Ronald C. Liscombe in his letter dated March 21, 2019.

Let me know if any questions.

JBD

Attachment

Founded in 1852  
by Sidney Davy Miller

# MILLER CANFIELD

RONALD C. LISCOMBE  
TEL (313) 496-7906  
FAX (313) 496-8451  
E-MAIL [rliscombe@millercanfield.com](mailto:rliscombe@millercanfield.com)

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

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

ILLINOIS: Chicago

NEW YORK: New York

OHIO: Cincinnati • Cleveland

CANADA: Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia

Warsaw • Wrocław

March 21, 2019

VIA EMAIL

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

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

Dear Mayor Waterman:

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

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

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

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

Mayor Deirdre Waterman

-2-

March 21, 2019

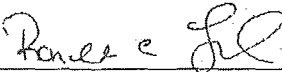
The BAN Resolution authorizes the City to issue its bond anticipation notes, which are short-term securities typically used to pay preliminary costs of capital improvement projects. The BAN Resolution pledges the City's limited tax, full faith and credit for repayment of the notes, however, we fully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

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

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

Very truly yours,

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

By:   
Ronald C. Liscombe

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

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF OAKLAND

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

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

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

[Modify to MFA requirements if sold to the MFA]

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

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

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

[Insert Term Bond Provisions, if applicable.]

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

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

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

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

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

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

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

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

CITY OF PONTIAC  
County of Oakland  
State of Michigan

By: \_\_\_\_\_  
Its: Mayor

(SEAL)

By: \_\_\_\_\_  
Its: City Clerk

(Form of Transfer Agent's Certificate of Authentication)

#### CERTIFICATE OF AUTHENTICATION

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

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

\_\_\_\_\_  
Transfer Agent

Authorized: \_\_\_\_\_

DATE OF REGISTRATION:

[Bond printer to insert form of assignment]

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

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

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

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

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

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

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

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

resolution.

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

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

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

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

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

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

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

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

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

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

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

(Balance of this page intentionally left blank)

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

AYES:       Members       \_\_\_\_\_

NAYS:       Members       \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
City Clerk

EXHIBIT A

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

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

SOURCE OF PAYMENT OF BONDS

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

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

BOND DETAILS

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

RIGHT OF REFERENDUM

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

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

\_\_\_\_\_  
City Clerk

EXHIBIT B  
FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$19,500,000\*

\*(Subject to adjustment as described below)

CITY OF PONTIAC  
COUNTY OF OAKLAND  
STATE OF MICHIGAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the City by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel.

[TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.]

[ISSUE PRICE: The winning bidder shall assist the City in establishing the issue price of the bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix [ ]-1 or Appendix [ ]-2 of the preliminary Official Statement, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the "Competitive Sale Requirements") because:

- a. the City is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- d. the City anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City will not require bidders to comply with the "hold-the-offering price rule," and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning bidder, in consultation with the City, may elect to apply the "hold-the-offering price rule" (as described below). Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the "hold-the-offering price rule" (as described below), bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify the City of its intention to apply either the "hold-the-price rule" or the 10% Test at or prior to the time the bonds are awarded.

If the winning bidder does not request that the "hold-the-offering price rule" apply to determine

the issue price of the bonds, the following two paragraphs shall apply:

- a. The City shall treat the first price at which 10% of a maturity of the bonds (the "10% Test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the bonds; and
- b. Until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% Test has been satisfied as to the bonds of that maturity or until all bonds of that maturity have been sold.

If the winning bidder does request that the "hold-the-offering price rule" apply to determine the issue price of the bonds, then following three paragraphs shall apply:

- a. The winning bidder, in consultation with the City, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity (the "hold-the-offering price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds. The winning bidder shall promptly advise the City, at or before the time of award of the bonds, which maturities of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.
- b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of the award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
  - i. the close of the fifth (5<sup>th</sup>) business day after the sale date; or
  - ii. the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

- c. The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the

hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the bonds.

By submitting a bid, each bidder confirms that:

- a. any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires; and
- b. any agreement among underwriters relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- a. "public" means any person other than an underwriter or a related party,
- b. "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the bonds to the public);
- c. a purchaser of any of the bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct

ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. "sale date" means the date that the bonds are awarded by the City to the winning bidder.]

QUALIFIED TAX-EXEMPT OBLIGATIONS: The City has designated the bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions.]

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by Noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the bonds shall be made in immediately available funds.

CONTINUING DISCLOSURE: As described in greater detail in the Official Statement, the City will agree to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12, as may be amended, promulgated by the Securities and Exchange Commission, (i) on or prior to the first day of the sixth month following the end of the fiscal year of the City, commencing with the fiscal year ending June 30, [2019], certain annual financial information and operating data or data of substantially the same nature, including audited financial statements for the preceding fiscal year, (or if audited financial statements are not available, unaudited financial statements) generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the bonds from a rating agency, the City will pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CUSIP NUMBERS: CUSIP numbers will be printed on the Bonds at the City's expense, but neither the failure to print CUSIP numbers nor any improperly printed CUSIP numbers shall be cause for the purchaser to refuse to take delivery of and pay the purchase price for the Bonds.

OFFICIAL STATEMENT: The City will provide the winning bidder with a reasonable number of final Official Statements within 7 business days from the date of sale so as to permit the underwriter to comply with the Securities and Exchange Commission Rule 15c2-12. Additional copies of the Official Statement

will be supplied by Robert W. Baird & Co., Lansing, Michigan, municipal advisor to the City, upon request and agreement by the underwriter to pay the cost of additional copies. Requests for additional copies should be made to the municipal advisor within 24 hours of the date of sale.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS" By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

REGISTERED MUNICIPAL ADVISOR: Further information relating to the bonds may be obtained from Robert W. Baird & Co., 124 Allegan Street, Suite 2200, Lansing, Michigan, 48933. Telephone: (517) 371-2607.

ENVELOPES: containing the bids should be plainly marked "PROPOSAL FOR CITY OF PONTIAC CAPITAL IMPROVEMENT BONDS, SERIES 2019 (LIMITED TAX GENERAL OBLIGATION)."

[\_\_\_\_\_]
[Title]
City of Pontiac

32935609.5\071371-00076

UNITED STATES OF AMERICA  
STATE OF MICHIGAN

CITY OF PONTIAC

2019 GENERAL OBLIGATION LIMITED TAX NOTE

Interest Rate  
\_\_\_\_%

Maturity Date  
[\_\_\_\_] 1, 20\_\_

Date of Original Issue  
\_\_\_\_\_, 2019

Registered Owner:

Principal Amount:

Dollars

The City of Pontiac, County of Oakland, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assign, the Principal Amount specified, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, payable on [\_\_\_\_] \_\_, 20\_\_]. Principal of this note is payable at the designated office of \_\_\_\_\_, \_\_\_\_\_, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to the interest payment date (the "Transfer Agent"). Interest on this note is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this note, both principal and interest, the limited tax full faith, credit and resources of the City are hereby irrevocably pledged.

This note constitutes an issue in the principal amount of \$[\_\_\_\_,\_\_\_\_,000], issued under the provisions of Act 34, Public Acts of Michigan 2001, as amended, and pursuant to a resolution duly adopted by the City Council of the City on \_\_\_\_\_, 2014 (the "Resolution"). This note is issued for the purpose of paying part of the cost of acquiring, constructing, furnishing and equipping improvements to the parking deck, plaza and related improvements to the facility commonly known as the Phoenix Center, as more particularly described in the Resolution (the "Project").

This note shall be subject to redemption prior to maturity, in whole or from time to time in part, on any date on or after [\_\_\_\_] 1, 20 \_\_], at a redemption price equal to par plus accrued interest to the date fixed for redemption.

Unless waived by the registered owner of record, notice of redemption of this note shall be given at least 14 days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the Transfer Agent. The note or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Transfer Agent to redeem said note or portion thereof.

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

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

This note, including the interest hereon, is payable from the proceeds of bonds to be issued by the City to pay the costs of the Project and to redeem this note. This note, including the interest hereon, is also payable as a first budget obligation from the general funds of the City, including, if necessary, the levy of ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

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

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

IN WITNESS WHEREOF, the City, by its City Council, has caused this note to be signed in its name City with the manual or facsimile signature of the Mayor of the City and to be countersigned with the manual or facsimile signature of the City Clerk and the corporate seal of said City to be impressed or printed hereon, all as of the Date of Original Issue.

CITY OF PONTIAC

By \_\_\_\_\_  
Its Mayor

[SEAL]

By \_\_\_\_\_  
Its City Clerk

[FORM OF TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This note is the note described in the within-mentioned Resolution.

\_\_\_\_\_  
Transfer Agent

By \_\_\_\_\_  
Authorized Signature

Date of Authentication \_\_\_\_\_

7. Negotiated Sale; Sale to Purchaser. The City has considered the option of selling the Note through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, and based on the advice of the City's financial advisor, determines that a negotiated sale of the Note to the Purchaser will enable the City to obtain a flexible payment schedule and favorable redemption provisions not generally available in the municipal market, and will avoid the potential delay resulting from the trial and error offering of the Note using a conventional notice of sale.

The Note shall be sold to the Purchaser at a price not less than 99% of the principal amount thereof. Each Authorized Officer is hereby individually authorized to negotiate and approve the final terms of the Note, to accept the offer of the Purchaser to purchase the Note, and to award the sale of the Note to the Purchaser without further authorization or approval of this City Council; *provided, however*, that the final terms of the Note shall be within the parameters stated in this resolution.

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than forty (40) years.

9. Tax Covenant; Qualified Tax Exempt Obligation. If the Note is issued on a tax-exempt basis, the City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Note from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Note proceeds and moneys deemed to be Note proceeds. The City hereby authorizes an Authorized Officer to designate the Note as a "qualified tax-exempt obligation" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

10. Authorization of Other Actions. Each Authorized Officer is authorized to file such applications or other documents with the Michigan Department of Treasury or other parties as may be necessary or advisable to effectuate the sale and delivery of the Note and to take all other actions necessary or advisable to enable the sale and delivery of the Note as contemplated herein.

11. Adjustment of Note Terms. Each Authorized Officer is authorized to adjust the final Note details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including, but not limited to, determinations regarding interest rates, prices, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of the Note issued shall not exceed the principal amount authorized in this resolution, the interest rate per annum on the Note shall not exceed six percent (6%) if issued on a tax-exempt basis and eight percent (8%) per annum if issued on a taxable basis, and the Note shall mature not later than as permitted under Section 417 of Act 34.

12. Municipal Advisor. Robert W. Baird & Co. is hereby approved as the municipal advisor to the City with respect to the Note (the "Municipal Advisor"). The fees and expenses of

the Municipal Advisor shall be payable as a cost of issuance from proceeds of the Note or other available funds of the City.

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

14. Authorization to Issue the Note. Notwithstanding anything on this Resolution to the contrary, based on the final schedule for the construction of the Project and the timing required for the issuance of the Bonds to finance the Project, the City Council delegates the authority to an Authorized Officer to determine, in consultation with the Municipal Advisor, whether it is in the best interests of the City to issue the Note or the Bonds and proceed to finance the Project with proceeds of the Bonds. If an Authorized Officer so determines not to issue the Note, the provisions of this Resolution shall be of no further force and effect.

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

AYES: Members \_\_\_\_\_

NAYS: Members \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

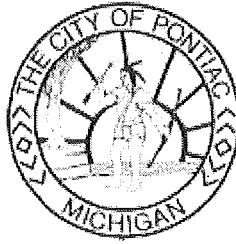
\_\_\_\_\_  
City Clerk

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

**#5**

**RESOLUTION**

## **Resolution of the Pontiac City Council**



Be It Further Resolved that the Pontiac City Council authorizes the agreement between Fausone Bohn, LLP and the City of Pontiac for Fausone Bohn, LLP to serve as the Professional Expert-Legal Advisor to the City Clerk under Ordinance 2357 (B) City of Pontiac Medical Marihuana Facilities Ordinance and authorize the Mayor to sign the agreement not to exceed \$10,500.

**FAUSONE BOHN, LLP**

ATTORNEYS AT LAW

October 25, 2019

City of Pontiac  
ATTN: Garland Doyle, Interim City Clerk  
47450 Woodward Avenue  
Pontiac, Michigan 48342

Re: Professional Expert- City of Pontiac Medical Marihuana Facilities Ordinance  
2357(B)

Dear Interim City Clerk Doyle:

Thank you for the opportunity for this firm to serve as "Professional Expert- Legal Advisor to the City Clerk" under City of Pontiac Medical Marihuana Ordinance 2357(B) (the "Representation"). The following constitute the terms of our engagement.

**Client.** Our client in this matter will be the City of Pontiac/City Clerk (the "Client"). This engagement does not create an attorney-client relationship with any other person or entity. The point of contact will be the City Clerk.

**Scope of Representation.** In the course of the Representation, we will provide legal advice to the City Clerk, in his official capacity, in connection with his duties under the City of Pontiac Medical Marihuana Facilities Ordinance 2357(B) and matters related thereto. This includes legal advice with regard to applications for marihuana permits in the City of Pontiac, including but not limited to (1) advising on the legal consequences and effects of applicant criminal background information and staff/employee training and education materials; (2) advising the City Clerk and the Scoring Team on their legal duties relative to scoring applications; and (3) attendance of at least four in-person meetings with the Scoring Team (City Clerk, Planning Manager, and Professional Expert- Financial Advisor to the City Clerk), as directed by the City Clerk. The City Clerk shall, in all cases, be the decision maker with respect to any scoring decision. We will not provide any services or advice other than legal advice.

**Conflict Disclosure.** We do not, and during the course of this Representation will not, represent any person or entity in applying for a marihuana facilities license with the City of Pontiac. During the course of this Representation, we will not represent the City of Pontiac in any capacity, other than as identified herein.

**Rates and Charges.** In order to manage costs, Brandon M. Grysko will be principally responsible for the Representation. Other attorneys and professional staff may be utilized as appropriate. A short bio of Mr. Fausone and Mr. Grysko is attached. The hourly rates will be as follows for this unique assignment:

\$300 for partners,

41700 West Six Mile • Suite 101 • Northville, MI 48168  
(248) 380-0000 tel. • (248) 380-3434 fax • [www.fb-firm.com](http://www.fb-firm.com)

# FAUSONE BOHN, LLP

ATTORNEYS AT LAW

\$200 for associates.

The initial cost of this Representation will not exceed \$10,500. Invoices will be addressed to *City of Pontiac, c/o Interim City Clerk Garland Doyle, 47450 Woodward Avenue Pontiac, Michigan 48342*. Annual increases in attorney rates are the norm. Out-of-pocket expenses, if any, will be sent directly to the Client for payment, or we will pay those expenses and invoice the Client for the expense. A detailed invoice will be provided on a monthly basis and due net 30 days. Interest at 1% per month is charged to late payments. If necessary, costs of collection, including attorney fees, are chargeable to the Client.

**Federal Law.** As you are aware, marihuana is currently still illegal under federal law. The laws of the State of Michigan and the City of Pontiac that allow for medical marihuana are not recognized by the federal government or by federal law enforcement authorities. State and local law has no effect on applicable federal laws, which may impose criminal and civil penalties for the possession, transportation, sale, or distribution of marihuana or for any activity related to marihuana products, services, businesses, or other activities. We are not providing any advice with respect to any federal law, including federal marijuana laws, implicated by the City of Pontiac's decision to regulate and license medical marihuana facilities.

**Other Legal Matters.** We are Special Counsel to the Client, and we only represent the Client to the extent provided herein. We will not provide advice, including legal advice, on any matter outside the scope of this letter. Client should contact its General Counsel on any matters falling outside the scope of this Representation.

**Dispute Resolution.** If any dispute arises regarding the services provided to the Client by us or the charges for those services and related expenses, then we and the Client will first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to a third-party neutral facilitator in accordance with the mediation rules of the American Arbitration Association. If the dispute is not resolved in mediation, the dispute shall be settled through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified here. Judgment upon the award may be entered in any court of competent jurisdiction. The mediation and arbitration proceedings, including any hearings, shall be held in the Detroit metropolitan area. Client and we agree that neither is entitled to or shall request punitive or exemplary damages and that the arbitrators shall not have the authority to award such damages or any damages in excess of actual pecuniary damages.

**Termination.** The City of Pontiac, by a resolution of the City Council, or Mr. Fausone, by written notice to the City Clerk, may terminate this engagement at any time, with or without cause, upon 30 days' notice to the other party, whereupon a final invoice will be provided and all accounts settled.

**Document Retention.** Generally, a client must be given advanced written notice of an attorney's intent to destroy retired files. It is our policy to destroy a file after a period of three (3) years from the date of last service. By agreeing to this Representation, Client consents to the destruction of the closed file after three (3) years, without advanced written notice to the Client of

**FAUSONE BOHN, LLP**

ATTORNEYS AT LAW

our intention to destroy the file. Should you wish a copy of that file before that deadline, the obligation of contact resides with the Client.

Please sign below and return this letter to me electronically or by mail. By signing this letter you acknowledge that you have read, understood, consent to, and have had the opportunity to consult with independent counsel regarding the terms of this letter, and that you have the actual authority to enter into this Representation.

Very truly yours,

**FAUSONE BOHN, LLP**

\_\_\_\_\_  
James G. Fausone, Partner

\_\_\_\_\_  
Brandon M. Gysko, Associate

TERMS AND CONDITIONS APPROVED BY:

**THE CITY OF PONTIAC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By Deirdre Waterman, Its Mayor

**FAUSONE BOHN LLP**  
ATTORNEYS AT LAW

October 2, 2019

**Firm Profile and Attorney Biographies**

The law firm Fausone Bohn, LLP has extensive experience in municipal and governmental law. The firm has represented the City of Westland for 10 years and has been general or special counsel for other communities, such as: the Charter Township of Northville, the City of Rockwood, the City of Wayne, and other municipal and governmental entities. Mr. Fausone, Mr. Grysko, and other attorneys at the firm have been counseling the City of Westland in both medical and adult-use marijuana zoning and licensing regulations and related matters since the November 2018 ballot initiative.

James G. Fausone is a founding partner at the firm. Mr. Fausone has been the City Attorney in Westland for 10 years and has been practicing law for over 30 years. Mr. Fausone concentrates his practice in business matters, municipal representation, and environmental regulation. Mr. Fausone has extensive experience advising business and municipal clients in industries that are subject to strict governmental regulations and oversight. He also represents the Great Lakes Water Authority, the Downriver Utility Wastewater Authority, and the Conference of Western Wayne, among other local governmental entities.

Brandon M. Grysko is an associate at the Firm. Since joining the firm in 2018, Mr. Grysko has practiced extensively in municipal law, including assisting the City of Westland in drafting proposed marijuana zoning and licensing regulations. Mr. Grysko also has experience with matters related to marijuana and other drugs from his time as a City Prosecuting Attorney and from over six years of experience as a police officer, during which time Mr. Grysko had a variety of roles and participated in numerous drug investigations.

**#6**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**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:** October 30, 2019

**RE: Easement to DTE at 68 Oakland Avenue**

DTE Energy has requested that the City grant an easement on a parcel owned by the City located at 68 Oakland Avenue in the North end of the Downtown. The request from DTE is for the installation of a vault as part of their electoral revitalization in the Downtown. As part of this program, DTE is installing new equipment in all of their downtown facilities as well as installing some new. The property located at 98 Oakland is a vacant parcel the City has owned since prior to 1994.

The Engineering Division has 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 DTE, 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

**DTE Electric Company Underground Easement (Right of Way) No. 48516064-48516093**

On \_\_\_\_\_, 2019, for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive underground easement ("Right of Way") in, on, and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is: PONTIAC DOWNTOWN DEVELOPMENT AUTHORITY, WHOSE ADDRESS IS 8 N. SAGINAW ST, PONTIAC, MI 48342

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza Drive, Detroit, Michigan 48226

"Grantor's Land" is in NE 1/4, SEC 29, T3N, R10E, CITY OF PONTIAC, County of OAKLAND, and State of Michigan, and is described as follows:

**T3N, R10E, SEC 29 ASSESSOR'S PLAT NO. 29 LOT 39**

Tax Identification Number(s): 14-29-258-004

More commonly known as: **68 OAKLAND AVE, PONTIAC, MI 48342**

The "Right of Way Area" is a fifteen (15') foot wide easement on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as-built location of the centerline of Grantee's facilities, and shall be installed on Grantor's Land in the approximate location described as follows:

THE LEGAL DESCRIPTION OR EASEMENT DRAWING IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Tax Identification Number(s): 14-29-258-004

More commonly known as: **68 OAKLAND AVE, PONTIAC, MI 48342**

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain underground utility line facilities, which may consist of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
2. **Access:** Grantee has the right of pedestrian and vehicular ingress and egress to and from the Right of Way Area over and across Grantor's Land.
3. **Buildings or other Permanent Structures:** No buildings or other permanent structures or improvements may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee. If Grantor fails to comply with such demand, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.
4. **Excavation:** Pursuant to 2013 Public Act 174, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.
5. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots growing or that could grow or fall in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. No landscaping, trees, plant life, structures, improvements or fences may be planted, grown or installed within 8 feet of the front door, or within 2 feet of the other sides, of transformers or switching cabinet

enclosures, and Grantee shall not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in such areas.

6. **Restoration:** If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces when the weather conditions suggest such use and the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or cost of any improvements located within the Right of Way Area, including, but not limited to, parking islands, gutters, fences or landscaping such as trees, bushes, or flowers (but not a simple lawn which, if damaged, will be patched and re-seeded by Grantee) that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

7. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

8. **Exemptions:** This Right of Way is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

9. **Governing Law:** This Right of Way shall be governed by the laws of the State of Michigan.

**Grantor(s):** Pontiac Downtown Development Authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

Acknowledged before me in \_\_\_\_\_ County, Michigan, on \_\_\_\_\_, 2019,  
by \_\_\_\_\_, Its: \_\_\_\_\_ for Pontiac Downtown Development Authority.

Notary's  
Stamp \_\_\_\_\_ Notary's  
Signature \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

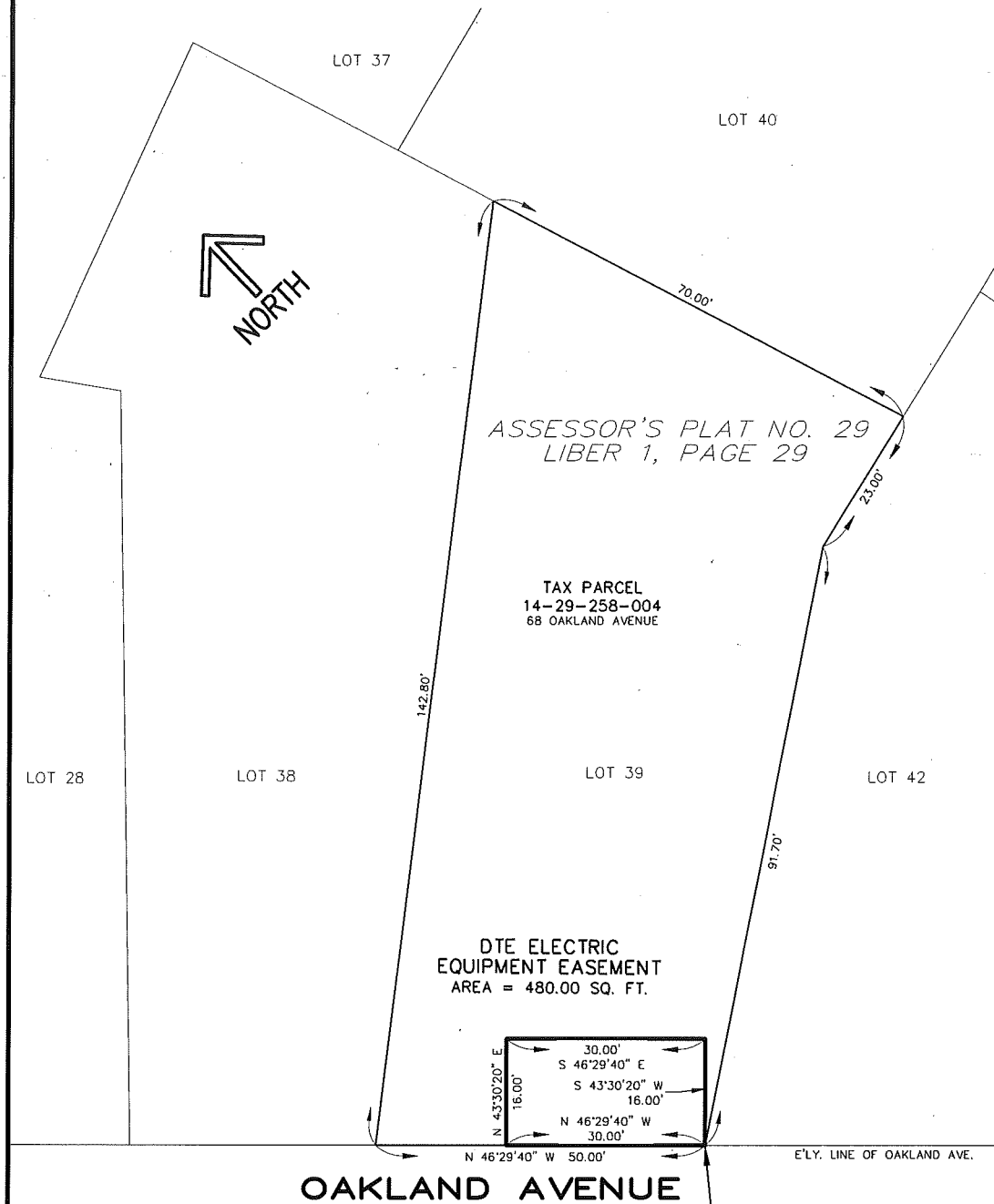
**Drafted by and when recorded, return to:** Cassandra Dansby, DTE Electric Company, NW Planning & Design, 37849 Interchange Dr., Farmington Hills, MI 48335

**NOTES:**

BEARING STRUCTURE IS BASED ON ASSESSOR'S PLAT NO. 29, LIBER 1, PAGE 29, OAKLAND COUNTY RECORDS.

THE PROPERTY LINE INDICATED HEREON ARE FOR REFERENCE ONLY.

NO BOUNDARY SURVEY WORK HAS BEEN PERFORMED ON THIS SITE AT THIS DATE.



POINT OF BEGINNING  
ELECTRIC EQUIPMENT EASEMENT  
SW. CORNER OF LOT 39

REVISION				JOB NUMBER
D	BY	DATE	APP.	201910177
	C.J.Z.	10/7/2019	A.C.	
	CHANGED EASEMENT SIZE & LOCATION			

REVISION				JOB NUMBER
A	BY	DATE	APP.	201906123
	C.J.Z.	6/20/2019	A.C.	
	CORRECTED LOT NO. IN DESCRIPTION FROM LOT 29 TO LOT 39			

REVISION				JOB NUMBER
B	BY	DATE	APP.	201906123
	C.J.Z.	6/24/2019	A.C.	
	MOVED EASEMENT AND CHANGED SIZE.			

REVISION				JOB NUMBER
C	BY	DATE	APP.	201909173
	C.J.Z.	10/1/19	A.C.	
	CORRECTED LOT DIMENSION FROM 69.30' TO 50.00'			

**DTE Energy**  
DTE Electric Company  
CENTRAL DESIGN  
SURVEYING SERVICES  
545 SERVICE BUILDING

**MAP AND DESCRIPTION**  
OF DTE ELECTRIC EQUIPMENT EASEMENT ON LOT 39  
ASSESSOR'S PLAT NO. 29, CITY OF PONTIAC,  
OAKLAND COUNTY, MICHIGAN  
**68 OAKLAND AVENUE**

**SHEET 1 OF 2**  
JOB NUMBER  
201906116

SCALE  
1 INCH = 20 FEET

DRAWN BY  
C. ZBOCH

SURVEY ENGINEER  
A. CASTILLO

DATE OF DRAWING  
6/20/2019


DRAWING NO.  
**SE PON-022**

**PARCEL DESCRIPTION (TAX ID: 14-29-258-004)**

Lot 39, ASSESSOR'S PLAT NO. 29, of Parts of the N.E. and S.E. 1/4 of Section 29, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, as recorded in Liber 1 of Assessors Plats, Page 29, Oakland County Records.

**DTE ELECTRIC EQUIPMENT EASEMENT**

An Electric Equipment Easement on part of Lot 39, ASSESSOR'S PLAT NO. 29, of Parts of the N.E. and S.E. 1/4 of Section 29, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, as recorded in Liber 1 of Assessors Plats, Page 29, Oakland County Records, being described as: BEGINNING at the Southwest corner of said Lot 39, thence North 46°29'40" West, 30.00 feet along the Easterly line of Oakland Avenue; thence North 43°30'20" East, 16.00 feet; thence South 46°29'40" East, 30.00 feet; thence South 43°30'20" West, 16.00 feet to the Point of Beginning. Containing 480.00 square feet of land, more or less.

<b>REVISION</b>		JOB NUMBER 201910177			
<b>D</b>	BY C.J.Z.	DATE 10/7/2019	APP. A.C.		
	CHANGED EASEMENT SIZE & LOCATION				
<b>REVISION</b>		JOB NUMBER			
<b>A</b>	BY C.J.Z.	DATE 6/20/2019	APP. A.C.		
	CORRECTED LOT NO. IN DESCRIPTION FROM LOT 29 TO LOT 39				
<b>REVISION</b>		JOB NUMBER			
<b>B</b>	BY C.J.Z.	DATE 6/24/2019	APP. A.C.		
	MOVED EASEMENT AND CHANGED SIZE.				
<b>REVISION</b>		JOB NUMBER			
<b>C</b>	BY C.J.Z.	DATE 10/1/19	APP. A.C.		
	CORRECTED LOT DIMENSION FROM 69.30' TO 50.00'				
 <b>DTE Energy</b> DTE Electric Company CENTRAL DESIGN SURVEYING SERVICES 545 SERVICE BUILDING		<b>MAP AND DESCRIPTION</b> OF DTE ELECTRIC EQUIPMENT EASEMENT ON LOT 39 ASSESSOR'S PLAT NO. 29, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN <b>68 OAKLAND AVENUE</b>		<b>SHEET 2 OF 2</b> JOB NUMBER 201906116	
SCALE 1 INCH = N.A. FEET		DRAWN BY C. ZBOCH	SURVEY ENGINEER A. CASTILLO	DATE OF DRAWING 6/20/2019	DRAWING NO. SE PON-022

68 OAKLAND AVE PONTIAC MI 48342-2043

beds / full baths / half baths / sq ft



## Residential Property Profile

14-29-258-004

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

### Owner Information

Owner(s) : CITY OF PONTIAC

Postal Address : 8 N SAGINAW ST PONTIAC MI 48342-2110

### Location Information

Site Address : 68 OAKLAND AVE PONTIAC MI 48342-2043

PIN : 14-29-258-004 Neighborhood Code : CME

Municipality : City of Pontiac

School District : 63030 PONTIAC CITY SCHOOL DISTRICT

Class Code : 402 RES VAC (Includes prior SV-Suburban Vac & ME-Miscellaneous Exempt)

### Property Description

T3N, R10E, SEC 29 ASSESSOR'S PLAT NO. 29 LOT 39

No Sales Since 1994

### Tax Information

Taxable Value	:	State Equalized Value	:
Current Assessed Value	:	Capped Value	:
Effective Date For Taxes	:	Principal Residence	: N/A
		Exemption Type	

Summer Principal	:	0%	Winter Principal Residence	:	0%
Residence Exemption			Exemption Percent		
Percent					

#### 2018 Taxes

Summer : \$0.00

Winter : \$0.00

Village :

#### 2019 Taxes

Summer : \$0.00

Winter :

Village :

### Lot Information

Description	:	LEVEL	Area	:	0.177 ACRES
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**#7**

# **RESOLUTION**



# CITY OF PONTIAC

*Executive Branch*

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

**FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of  
Dan Ringo, Deputy Director of Public Works

**DATE:** October 31, 2019

**RE: Resolution to Approve Custodial Contract with CleanNet of Greater Michigan, Inc.**

In September 2019, the City of Pontiac publicly published a Request For Proposals (RFP) for Janitorial Services for seven buildings owned and operated by the city. The contract between the city and its current provider The Kristel Group expires November 30<sup>th</sup> 2019. Interested vendors were provided an opportunity to attend a guided walk-through of city buildings listed under the RFP and ask city officials questions regarding the language or concept of the RFP. The walk-through was voluntary and occurred October 4<sup>th</sup> 2019. There were ten (10) companies that appeared. The sign-in sheet of the walk-through is included in this packet for your review. Of the ten that appeared, five (5) submitted formal proposals. The initial five bid totals are included in your packet for review. Selection of a custodial provider was presented and discussed at the September Department of Public Works (DPW) Sub-Committee meeting. During this meeting, Council President Kermit Williams requested an analysis of the cost to in-service the custodial operations juxtaposed with continuing with outsourcing this function. That analysis was performed by our Financial Analyst, Ben Plassman and is included in this packet for your review.

The Department of Public Works further conducted interviews of all vendors that submitted formal bids. Interrogatories were provided via email a week in advance of the formal interviews. Formal interviews occurred October 15<sup>th</sup> 2015. A list of the interrogatories asked of all interviewed vendors has been included in your packet for your review.

After interviewing all five vendors, the committee consisting of Dan Ringo, Purchasing Agent, Jessica Massey and Financial Analyst, Ben Plassman found the lowest qualified vendor for the RFP was CleanNet of Greater Michigan (CleanNet). A copy of the final scoring sheet of all vendors has been included in your packet for your review. The committee moved forward with interviewing CleanNet's references after determining based on submitted pricing and interview scores that CleanNet was the lowest qualified bidder. A questionnaire was sent to the supplied references of CleanNet. The questionnaire is included in this packet for your review.

CleanNet, Inc. is a Michigan based company headquartered in Farmington Hills, Michigan. Clean.net USA, Inc is the parent company and is a certified Minority Business Enterprise. Clean.net has over 32 years' experience maintaining 160 million square feet in 35,000 commercial facilities nationwide.

By providing significant infrastructure, CleanNet operates to common standards, including but not limited to: Quality Control, Cost Savings for Customers, Safety in Work Place, Guidelines to Property Security, Hiring Procedures, Background Checks, Training, Certification, Cleaning Processes, Cleaning Procedures for Resilient/Non-Resilient Floors, Green Cleaning, Sustainability, Equipment Maintenance, Work Place Behavior, Uniforms, Management Processes, Staff Etiquette, Fire Prevention and Electrical Safety, and Chemical Handling.

There is an alternative model proposed where two full-time employees would become City of Pontiac employees. Under this model there would be a base reduction from the subsequent proposed price. With two full-time employees the price for CleanNet would be \$127,820.83. This does not take into account the additional minimum \$87,360 in salary and benefits including contingent costs the city would incur for insourcing these positions.

With that, the Department of Public Works is requesting that the committee's recommendation to award CleanNet of Greater Michigan the custodial contract in the amount of \$228,126.74 annually.

WHEREAS, The City of Pontiac has advertised and received responses to a request for proposals for Custodial Services on 9/24/2019, 2019 and publically opened bids on October 15, 2019, and;

WHEREAS, a review panel has reviewed the submittal and held interviews, and;

WHEREAS, after review and interviews, the most qualified contractor was CleanNet, with an annual cost of \$228,126.74.

NOW, THEREFORE,  
BE IT RESOLVED,

The Pontiac City Council authorizes the Mayor to enter a one year contract with CleanNet of Greater Michigan, Inc., for Custodial services for an annual amount of \$228,126.74.

JVB

attachments

City Hall	\$0.00
Police	\$0.00
50th Dist. Court	\$4,021.07
Pruth Peterson	\$975.19
Bowen Center	\$1,625.31
Youth Center	\$4,030.18
Total Monthly	\$10,651.74
Annual	\$127,820.83

# City of Pontiac Custodial Walk-through

10/4/19

## Sign-In Sheet

Name	Email	Company	Signature
Vince Hebel	<del>vince</del> Vince.h@voat.com RRM		<i>Vince Hebel</i>
Kim Futrell	Kimberly.Futrell@lgccorp.com LGFM		<i>Kim Futrell</i>
Mike McIntyre	MMcIntyre@grbsinc.com GRBS		<i>Mike McIntyre</i>
Lynn Copeland	CopelandCleaning.com@gmail.com Copeland	Copeland	<i>Lynn Copeland</i>
Mark Langlois	mark.langlois@dmh.com DMH	DMH	<i>Mark Langlois</i>
Ben Denton	bdenton@cleannet.usk.com CleanNet	CleanNet	<i>Ben Denton</i>
John Badiut		City of Pontiac	<i>John Badiut</i>
Dean Riggo		" " "	
Larry Robinson		" " "	
Victor Stevens		" " "	
Ben Pilumaj	ben@kristelgroup.com KRISTEL GROUP	KRISTEL GROUP	<i>Ben Pilumaj</i>
Frank Heston	frank@hessclean.com hessclean.com	hessclean.com	<i>Frank Heston</i>
AKRON DAVEN	akron.daven@pbc.com Professional Building Services	Professional Building Services	<i>AKRON DAVEN</i>
KHUS Lee	hrc@hresclean.com hresclean.com	hresclean.com	<i>KHUS Lee</i>
	info@hresclean.com		

## Cleaning Services Bid Tabulation

This unofficial tabulation is for your information and only included what was read at the bid opening. The information has not been evaluated or confirmed.

	Kristel Group, Inc.	Giant Janitorial Service, Inc.	All Inclusive	CleanNet of Greater Michigan	Professional Clean CSM Services
	136 S. Rochester Road Clawson, MI 48017	18485 Mack Ave. Detroit, MI 48236	1580 Woodcreek Blvd. Ann Arbor, MI 48104	30665 Northwestern Hwy. Suite 203 Farmington Hills, MI 48393	3536 Highland Dr. Hudsonville, MI 49426
City Hall 34,210 sq. ft. Cost/Month	\$3,695	\$4,000	\$5,545	\$3,190	\$9,339
Police Building 49,920 sq. ft. Cost/Month	\$3,850	\$4,900	\$5,961	\$3,490	\$8,708
District Court 32,102 sq. ft. Cost/Month	\$3,950	\$3,900	\$4,956	\$3,190	\$4,804
Robert Bowens Center 10,110 sq. ft. Cost/Month	\$1,650	\$2,200	\$574	\$1,645	\$1,345
Ruth Peterson Center 10,987 sq. ft. Cost/Month	\$950	\$1,900	\$384	\$988	\$1,952
Youth Recreation Center 50,000 sq. ft. Cost/Month	\$3,640	\$5,100	\$4,924	\$2,879	\$8,103
Monthly Rate	\$17,735	\$22,000	\$22,344	\$15,382	\$34,251
Rate/Hour over 8 hours in a day	\$19.75	\$25.00	\$22.00	\$19.00	\$35.00
Special Event Cleaning					
Supervisor \$/Hour	\$17.00	\$35.00	\$34.00	\$22.00	\$27.00
Labor \$/Hour	\$15	\$22	\$24	\$19	\$18.50
Annual Rate	\$212,820	\$264,000	\$268,128	\$184,584	\$411,012

Name/Work Activity of RFP: Janitorial and Custodial Services

City of Pontiac  
47450 Woodward Ave.

In-Sourcing Estimates for Janitorial Services at the City of Pontiac

Building	Weekly Hours Spent	Cost per hour of staff	Weekly Salary & Benefits	Annual Salary & Benefits
City Hall 34,210 sq. ft.	40	\$ 21.00	\$ 840.00	\$ 43,680.00
Police Building 49,920 sq. ft.	40	\$ 21.00	\$ 840.00	\$ 43,680.00
District Court 32,102 sq.ft.	45	\$ 21.00	\$ 945.00	\$ 49,140.00
Robert Bowens Center 10,110 sq. ft.	20	\$ 21.00	\$ 420.00	\$ 21,840.00
Ruth Peterson Center 10,987 sq. ft	9	\$ 21.00	\$ 189.00	\$ 9,828.00
Youth Recreation Center 50,000 sq. ft.	35	\$ 21.00	\$ 735.00	\$ 38,220.00
Supervisor	40	\$ 25.20	\$ 1,008.00	\$ 52,416.00
				\$ 258,804.00

Variable Costs	
Cost of Training	\$ 1,000.00
Cost of Supplies	\$ 12,000.00
Cost of OverTime	\$ 8,190.00

**Total Cost** \$ **279,994.00**

Salary & Benefits = 1.4 times the hourly wage

# City of Pontiac

## Custodial RFP Interrogatories

10/22/19

1. Did you attend the building walk-through on 10/4/19?
2. What immediate improvements would your company make to improve the facilities appearance based on the condition of the buildings today?
3. Tell us about the team member that will oversee this account? What is their background and relevant experience that will benefit the City of Pontiac?
4. How does your company handle vacancies and call-offs?
5. What method of reporting do you provide customers to indicate performance?
6. Are you opposed to providing KPIs and Benchmark to the City of Pontiac on a monthly basis?
7. Are you familiar with "Fees at Risk"?
8. What technology are you using in other accounts that help you manage provided services to customer expectations?
9. Would you be open to perform quality checks or building walk-through with a city representative?
10. What chemicals do you currently use in your other accounts?
11. Walk us through how your employees are trained to perform their jobs?
12. Do you have a safety plan in place?

# City of Pontiac

## Custodial RFP Interrogatories

10/22/19

	All-Inclusive	Kristel	Professional	Clean Net	Giant
Question 1	8	10	8	9	10
Question 2	8	3	8	9	8
Question 3	8	3	8	9	8
Question 4	8	3	8	9	8
Question 5	8	3	8	9	6
Question 6	8	1	8	9	7
Question 7	7	1	8	9	7
Question 8	8	1	8	9	7
Question 9	8	8	8	9	8
Question 10	8	8	8	9	8
Question 11	5	4	8	9	5
Question 12	5	4	8	9	8
<b>Total Score</b>	<b>89</b>	<b>49</b>	<b>96</b>	<b>108</b>	<b>90</b>

## Reference Check Questionnaire

Date: 10/30/2019

Title: Janitorial and Custodial Services

Company Name: CleanNet of Greater Michigan

Name & Number of Reference: Cleary University Jeff Cole 317-650-5026

Good Morning/Afternoon, I am calling on behalf of the City of Pontiac in regards to Janitorial and Custodial Services performed by CleanNet of Greater Michigan. We had a bid opening for Janitorial and Custodial Services and the contractor listed above had you down as a reference. I was hoping you had a few moments to answer the following questions.

Question:		Response:
1.	How long have you worked with this company?	Since July
2.	On a scale of 1-5, with 5 being the highest: how would you rate their overall quality of service?	4.
3.	How would you rate their communication? Did they respond to problems & Submit invoices in a timely manner?	Submit invoices consistently, communication is good. Handle specific things. Accommodating to last minute request for extra work outside of normal scope. The company does a good job.
4.	Did you receive many (if any) complaints about their conduct or service?	No complaints.
5.	Would you recommend this company? If no, please explain why.	Yes. No issues so far. Good price, accommodating to needs. Different schedules for each building which CleanNet has been able to handle with no problem.
6.	Any additional Comments?	Works with Ben. Able to accommodate changes and schedules fairly easy.

## Reference Check Questionnaire

Date: 10/30/2019

Title: Janitorial and Custodial Services

Company Name: CleanNet of Greater Michigan

Name & Number of Reference: Pontiac Hospital John Krieger 248-857-6778

Good Morning/Afternoon, I am calling on behalf of the City of Pontiac in regards to Janitorial and Custodial Services performed by CleanNet of Greater Michigan. We had a bid opening for Janitorial and Custodial Services and the contractor listed above had you down as a reference. I was hoping you had a few moments to answer the following questions.

Question:	Response:
1. How long have you worked with this company?	6-7 years.
2. On a scale of 1-5, with 5 being the highest: how would you rate their overall quality of service?	4
3. How would you rate their communication? Did they respond to problems & Submit invoices in a timely manner?	Good Communication. Didn't have any issues with response time or invoices.
4. Did you receive many (if any) complaints about their conduct or service?	No.
5. Would you recommend this company? If no, please explain why.	Yes. Had no issues with the company.
6. Any additional Comments?	

**#8**

# **RESOLUTION**

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**ATTORNEY-CLIENT PRIVILEGED MEMORANDUM**

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**TO:** Pontiac City Council

**FROM:** George A. Contis, Esq

**DATE:** October 31, 2019

**RE:** Termination of Pedestrian Bridge Easement to former Pontiac Silverdome Parcel; Resolution

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Honorable Members of Council:

In November 2009, in connection with the sale of the Pontiac Silverdome Parcel to Triple Investment Group, LLC, the then Emergency Manager reserved a pedestrian bridge easement for pedestrian access to the parcel from the south over and across M-59. As the Silverdome was a place of public accommodation, the reservation of the easement for pedestrian access was appropriate.

The easement for pedestrian access is a covenant that runs with the land and can only be terminated in a written termination agreement approved by Council and recorded with the Register of Deeds. Now that the parcel is about to be sold by Triple Investment Group, LLC to the developer undertaking the construction and development of the Amazon distribution centers, the developer views the existence of the pedestrian easement as an impediment to its development of the parcel. It is the opinion of the City Attorney that there is no need to continue with the existence of the pedestrian easement as the parcel will no longer be used as a place of public accommodation and the perpetuation of the easement would run counter to the development of the parcel for the benefit of Amazon.

As part of your consideration of the request, attached for your review are:

- Resolution Regarding Termination of Declaration of Easement for Pedestrian Bridge;
- Termination of Declaration of Easement for Pedestrian Bridge (also requires the signature of Triple Investment Group, LLC); and
- Recorded copy of the 2009 Declaration of Easement for Pedestrian Bridge.



## **CITY OF PONTIAC CITY COUNCIL**

### **RESOLUTION REGARDING TERMINATION OF DECLARATION OF EASEMENT FOR PEDESTRIAN BRIDGE TO THE SILVERDOME PROPERTY; AUTHORITY TO EXECUTE THE TERMINATION AGREEMENT AND TAKE ALL OTHER ACTION NECESSARY TO CONSUMMATE THE TERMINATION OF THE PEDESTRIAN BRIDGE EASEMENT**

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held at Pontiac City Hall on \_\_\_\_\_, 2019, the following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**WHEREAS**, in connection with the 2009 sale of the Pontiac Silverdome Parcel to Triple Investment Group, LLC, the City, through its then Emergency Financial Manager, reserved a pedestrian bridge easement for pedestrian access to the Pontiac Silverdome Parcel over M-59, the Declaration of Easement for Pedestrian Bridge was executed on November 30, 2009 and recorded December 2, 2009 in Liber 41662, page 881, Oakland County Records (the "Easement"); and

**WHEREAS**, in connection with the sale of the Pontiac Silverdome Parcel by Triple Investment Group, LLC for the development of the Amazon distribution facilities to be developed and constructed on the site, there is no longer a need for pedestrian access from M-59 and consequently no further need for the existence of the Easement.; and

**WHEREAS**, the Office of the City Attorney was provided with a proposed agreement to terminate the Easement (the "Termination Agreement") and made certain modifications to the Termination Agreement all of which were approved by Triple Investment Group, LLC and the developer purchasing and developing the site for Amazon; and

**WHEREAS**, it is for the mutual benefit of the City and future owners of the site to terminate the Easement (the "Termination Agreement").

**NOW THEREFORE, BE IT RESOLVED** as follows:

1. The Mayor or her designee authorized to execute the Termination Agreement, and to take any and all other action reasonably necessary and prudent to consummate the termination of the Easement.

**PASSED AND APPROVED BY THE CITY COUNCIL**, Pontiac, Michigan, this \_\_\_\_ day of \_\_\_\_\_, 2019.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

I, Garland Doyle, Interim Clerk of the City of Pontiac, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the City of Pontiac on \_\_\_\_\_, 2019.

\_\_\_\_\_  
GARLAND DOYLE, Interim City Clerk

Dated: \_\_\_\_\_, 2019

Prepared by and return to:  
A. Summey Orr III, Esq.  
Hartman Simons & Wood LLP  
6400 Powers Ferry Road, Suite 400  
Atlanta, GA 30339

Cross-reference:  
Deed Book 41662, page 881  
Oakland County, Michigan Records

Tax Parcel ID# 64-4-27-200-006  
Address: 1200 Featherstone Road, Pontiac, MI 48342-1938

#### TERMINATION OF DECLARATION OF EASEMENT FOR PEDESTRIAN BRIDGE

This Termination of Declaration of Easement for Pedestrian Bridge (this "**Termination**") is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by **THE CITY OF PONTIAC**, a Michigan municipal corporation, whose address is 47540 Woodward Avenue, Pontiac, Michigan 48342 ("**Pontiac**") and **TRIPLE INVESTMENT GROUP, LLC**, a Michigan limited liability company, whose address is 645 Griswold Street, Suite 1300, Detroit, Michigan 48226 ("**TIG**").

#### Recitals:

A. Pontiac granted an easement for pedestrian bridge pursuant to that certain Declaration of Easement for Pedestrian Bridge dated November 30, 2009 and recorded on December 2, 2009, in Liber 41662, Page 881, Oakland County Records (the "**Declaration**"); which pedestrian bridge easement is more particularly described on the attached Exhibit "A" and depicted on the attached Exhibit "A-2" both of which are incorporated by reference into this Termination (the "**Easement**").

B. Pontiac conveyed to TIG approximately 127.824 acres of real estate, formerly known as the Pontiac Silverdome, located in the City of Pontiac, Oakland County, Michigan, as more particularly described and in the previously referenced Exhibit "A" and depicted in the attached Exhibit "A-1" which is also incorporated by reference into this Termination, pursuant to that certain Warranty Deed dated December 23, 2009, recorded December \_\_\_, 2009 in Liber 41747, Page 601, Oakland County Records (the "**Property**").

C. Pontiac and TIG desire to have the Declaration and Easement terminated and, for the avoidance of doubt, the City requests that TIG be a party to this Termination as the termination and extinguishment of the Declaration and Easement is for the mutual benefit of the City, TIG, the Property and its future owners, successors and assigns.

**NOW THEREFORE**, the Pontiac and TIG agree as follows:

1. **Termination and Release.** The Easement and Declaration are terminated and extinguished in their respective entireties and shall have no further force or effect.

2. **Miscellaneous.**

(a) If any provision of this Termination, or its application to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Termination, or the application of such

provision or portion thereof to any other persons or circumstances, shall not be so affected. Each provision of this Termination shall be valid and enforceable to the fullest extent permitted by law.

(b) This Termination shall be construed in accordance with the laws of the State of Michigan.

(c) This Termination shall be binding upon and inure to the benefit of the successors and assigns of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

This Termination is executed as of the day and year above first written.

**CITY:**

**CITY OF PONTIAC**, a Michigan municipal corporation

By: \_\_\_\_\_  
Deirdre Waterman  
Its: Mayor

STATE OF MICHIGAN            )  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Deirdre Waterman, the Mayor of the City of Pontiac, a Michigan municipal corporation, who executed it on the City's behalf.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County  
Acting in Oakland County  
My Commission Expires: \_\_\_\_\_

**TIG:**

TRIPLE INVESTMENT GROUP, LLC, a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MICHIGAN            )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the \_\_\_\_\_ of Triple G. Investment Group, a Michigan limited liability company, who executed it on the company's behalf.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County  
Acting in \_\_\_\_\_ County  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### VACATION OF EASEMENT FOR BRIDGE STRUCTURE

#### LEGAL DESCRIPTION - PARCEL

Part of the Northwest 1/4 of Section 26 and Northeast 1/4 of Section 27, T3N, R10E, City of Pontiac, County of Oakland, State of Michigan, described as follows:

Beginning at a point on the South line of Featherstone Road (120 feet wide) distant S.02°03'43"E. along the Westerly line of said Section 26, 60.00 feet from the Northwest corner of said Section 26, and also Northeast corner of said Section 27; thence N.88°20'00"E. along the South line of said Featherstone Road, 389.85 feet to a point on the Westerly right-of-way line of Opdyke Road (120 feet wide); thence S.15°23'37"W. along said right-of-way line, 773.55 feet to a point of curvature; thence 1030.93 feet along said right-of-way line and along an arc of a curve to the left (radius 5789.58 feet, internal angle 10°12'09", long chord bears S.10°17'32"W., 1029.57 feet) to the Northerly right-of-way line of M-59 expressway; thence the following six (6) courses and distances along said expressway right-of-way line: (1) S.47°59'25"W., 180.31 feet, and (2) S.66°30'25"W., 130.03 feet, and (3) N.87°00'08"W., 200.00 feet, and (4) S.50°58'50"W., 703.79 feet, and (5) S.83°34'30"W., 268.87 feet, and (6) N.86°00'23"W., 1140.25 feet (recorded as 1140.27 feet) to Easterly right-of-way line of Grand Trunk Western Railroad (G.T.W. R.R.); thence N.02°22'58"W. along said right-of-way line, 2058.11 feet; thence N.88°00'07"E., 224.75 feet; thence N.02°23'21"W., 160.00 feet to a point on the South line of said Featherstone Road (120 feet wide); thence N.88°00'07"E. along South line of said Featherstone Road and a line distant 60.00 feet from and parallel to said section line, 2273.03 feet to the point of beginning.

Containing 5,567,998 square feet or 127.824 acres of land and being subject to all restrictions of the record.

#### LEGAL DESCRIPTION - VACATION OF EASEMENT FOR BRIDGE STRUCTURE

Part of the Northeast 1/4 of Section 27, T3N, R10E, City of Pontiac, County of Oakland, State of Michigan, described as follows:

Commencing at the Northeast 1/4 of Section 27, said point also being Northwest 1/4 of Section 26, T3N, R10E, City of Pontiac, County of Oakland, State of Michigan; thence S.02°03'43"E. along the Westerly line of said Section 26, 60.00 feet to a point on the South line of Featherstone Road (120 feet wide); thence N.88°20'00"E. along the South line of said Featherstone Road, 389.85 feet to a point on the Westerly right-of-way line of Opdyke Road (120 feet wide); thence S.15°23'37"W. along said right-of-way line, 773.55 feet to a point of curvature; thence 1030.93 feet along said right-of-way line and along an arc of a curve to the left (radius 5789.58 feet, internal angle 10°12'09", long chord bears S.10°17'32"W., 1029.57 feet) to the Northerly right-of-way line of M-59 expressway; thence the following five (5) courses and distances along said expressway right-of-way line: (1) S.47°59'25"W., 180.31 feet, and (2) S.66°30'25"W., 130.03 feet, and (3) N.87°00'08"W., 200.00 feet, and (4) S.50°58'50"W., 703.79 feet, and (5) S.83°34'30"W., 230.23 feet to the POINT OF BEGINNING; thence continuing along said right-of-way line S.83°34'30"W., 38.64 feet, and N.86°00'23"W., 72.61 feet; thence N.05°56'47"E., 41.15 feet; thence S.88°00'23"E., 40.28 feet; thence N.05°51'06"E., 233.85 feet; thence S.84°08'54"E., 70.00 feet; thence S.05°51'06"W., 265.74 feet to the POINT OF BEGINNING.

Containing 20,686 square feet or 0.475 acres of land.

#### BEARING REFERENCE NOTE:

ALL BEARINGS ARE PER THE NORTH LINE OF SECTION 27, T3N, R10E, BEING S.88°00'07"W.

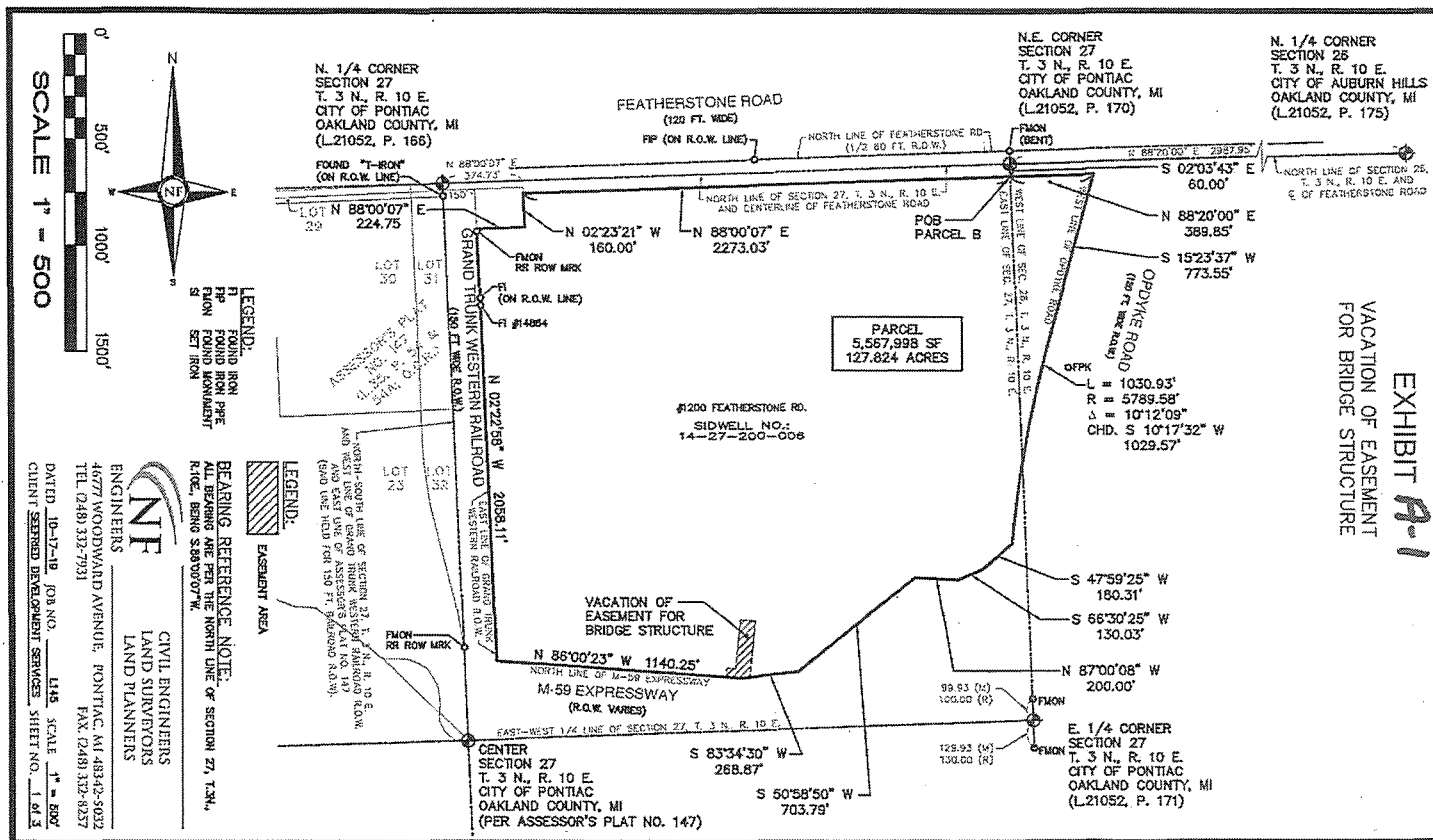


CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

46777 WOODWARD AVENUE, PONTIAC, MI 48342-5032  
TEL. (248) 332-7931 FAX. (248) 332-8257

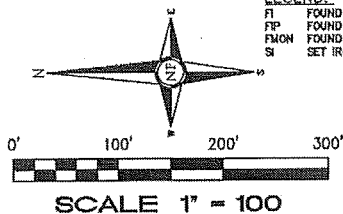
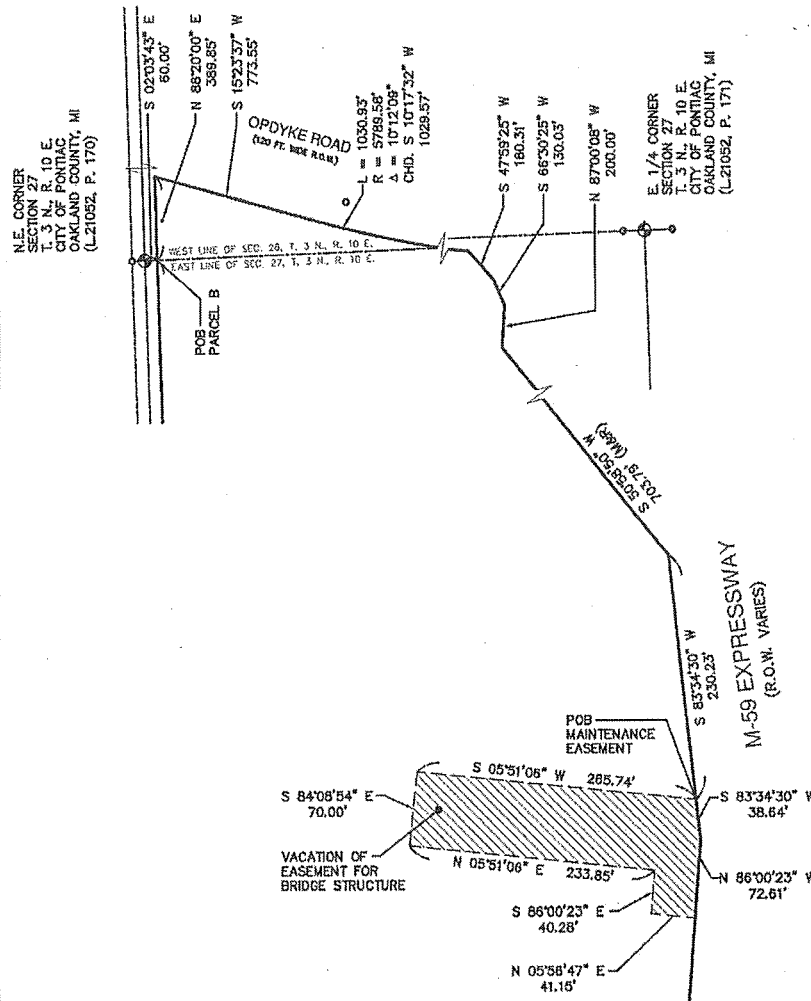
DATED 10-17-19 JOB NO. 1145 SCALE N/A  
CLIENT SEAFRED DEVELOPMENT SERVICES SHEET NO. 3 of 3

# EXHIBIT A-1 VACATION OF EASEMENT FOR BRIDGE STRUCTURE



# EXHIBIT A-2

## VACATION OF EASEMENT FOR BRIDGE STRUCTURE



LEGEND:  
FI FOUND IRON  
FIP FOUND IRON PIPE  
FMON FOUND MONUMENT  
SI SET IRON

LEGEND:  
EASEMENT AREA

BEARING REFERENCE NOTE:  
ALL BEARING ARE PER THE NORTH LINE OF SECTION 27, T. 3 N., R. 10 E., BEING S. 88°00'07" W.

**NF**  
ENGINEERS  
CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS  
46777 WOODWARD AVENUE, PONTIAC, MI 48342-5032  
TEL (248) 332-7931 FAX (248) 332-8257

DATED 10-17-19 JOB NO. 1148 SCALE 1" = 100'  
CLIENT SEEFRIED DEVELOPMENT SERVICES SHEET NO. 2 of 3

RECEIVED  
OAKLAND COUNTY  
REGISTER OF DEEDS

2009 DEC -2 AM 10:32

LIBER 41662 PG 881

208395  
LIBER 41662 PAGE 881  
\$25.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
12/02/2009 10:39:20 A.M. RECEIPT# 95773

PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

**DECLARATION OF EASEMENT FOR PEDESTRIAN BRIDGE**

The City of Pontiac ("City"), a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342, is owner of certain real property generally referred to as the Pontiac Silverdome, located in the City of Pontiac and more particularly described as "Legal Description-Parcel" in Exhibit "A" ("Encumbered Parcel"). City hereby declares, grants and conveys an easement to provide for the construction, operation, maintenance, repair and replacement of a pedestrian bridge, upon the terms and conditions stated below.

1. Effective as of the date the City conveys title to the Encumbered Parcel, City does hereby declare, grant and convey an easement in perpetuity, for the purpose of constructing, maintaining, operating, inspecting, replacing and/or repairing a pedestrian bridge and their appurtenances therein which said easement(s) is/are described as "Legal Description-Easement for Bridge Structure" in Exhibit "A" ("Easement Parcel") attached hereto and made a part hereof. The City also reserves a right of ingress and egress to the Easement Parcel and the surrounding property in the event of an emergency, for the period of time that such emergency would exist.

2. No building or structure, or any part thereof, of any nature whatsoever, shall be erected, constructed or permitted within the limits of the Easement Parcel, without the prior written approval of the City or its agent or agents, and that the easement shall be kept free at all times from any and all obstructions or obstacles, such as walls, fences, hedges, et cetera, which would impede free and easy access by the City and its necessary equipment to the said pedestrian bridge; no alteration of acceptable grades within the Easement Parcel shall take place without the prior written approval of the City, or its agent or agents.

3. City shall exercise its rights granted hereby in such a way as not to unreasonably interfere with the use, operation, and maintenance of the Encumbered Parcel.

4. This Easement is exempt from transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

5. This Easement has been prepared in a form that will permit recording with the Oakland County Register of Deeds.

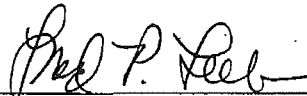
O.K. - MH

LIBER 4 | 662 PG 882

THIS DECLARATION shall inure to and be binding upon the heirs, successors or assigns of both properties.

IN WITNESS WHEREOF, the parties hereto have set their names and affixed their seals as of the day and year first above written.


**CITY OF PONTIAC**

By:  11/30/09  
Fred P. Leeb

Title: Emergency Financial Manager, under  
authority granted under Michigan Public  
Act 72 of 1990, MCL 141.1201 et seq.

Approved as to Form and Execution

**CITY OF PONTIAC LAW DEPARTMENT**

By:  11/30/09  
Mark J. Hotz, City Attorney

LIBER 41662 PG883

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2009 by  
Fred P. Leeb, Emergency Financial Manager and Mark J. Hotz, City Attorney.

Stephanie A. Sumner  
Notary Public

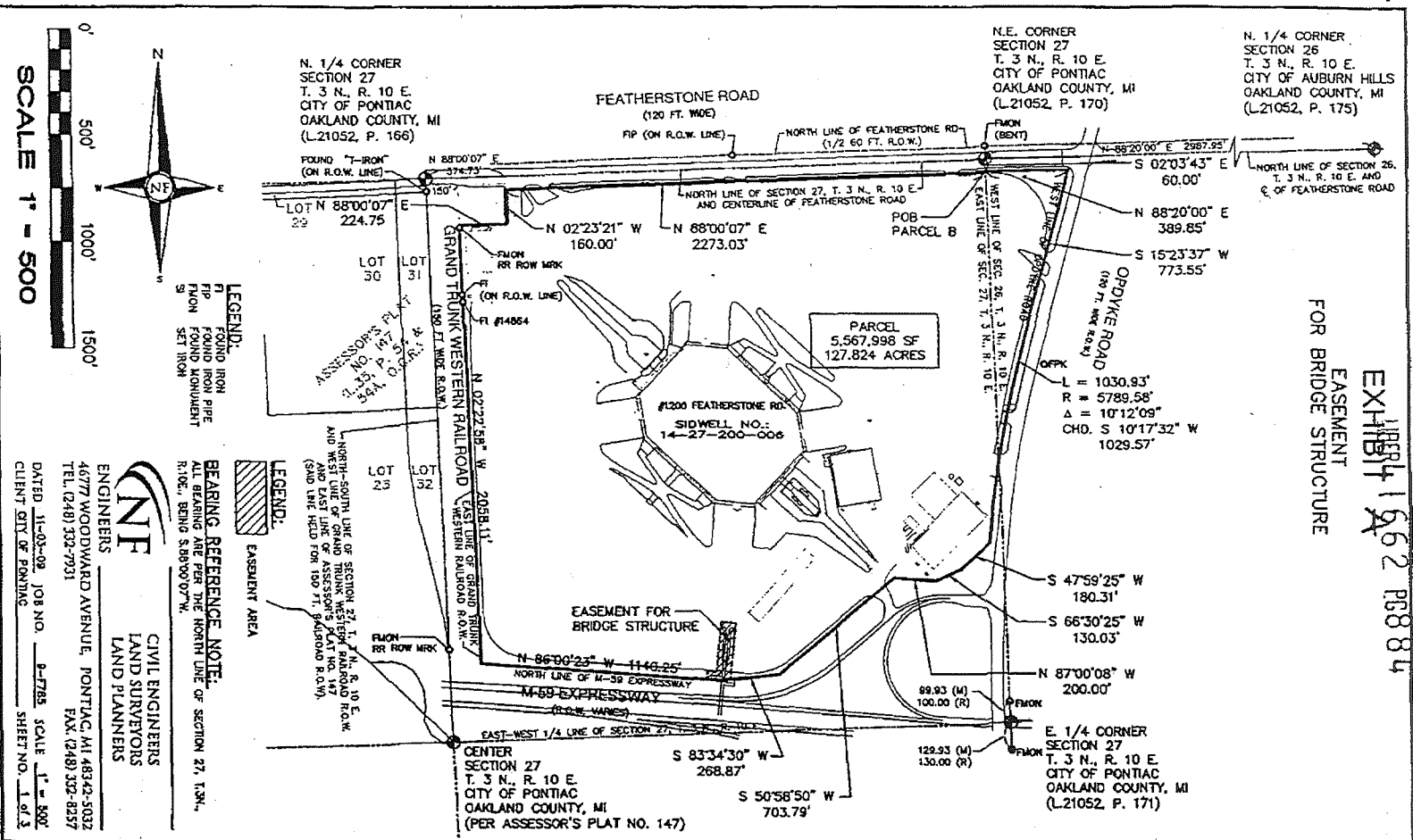
Oakland, County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: 9/29/2015

STEPHANIE A. SUMNER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Sep 29, 2015  
ACTING IN COUNTY OF Oakland

Prepared by  
David A. Domzal, Esq.  
Williams Acosta, PLLC  
535 Griswold Street, Suite 1000  
Detroit, MI 48226

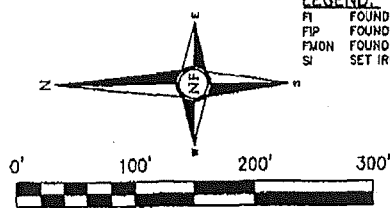
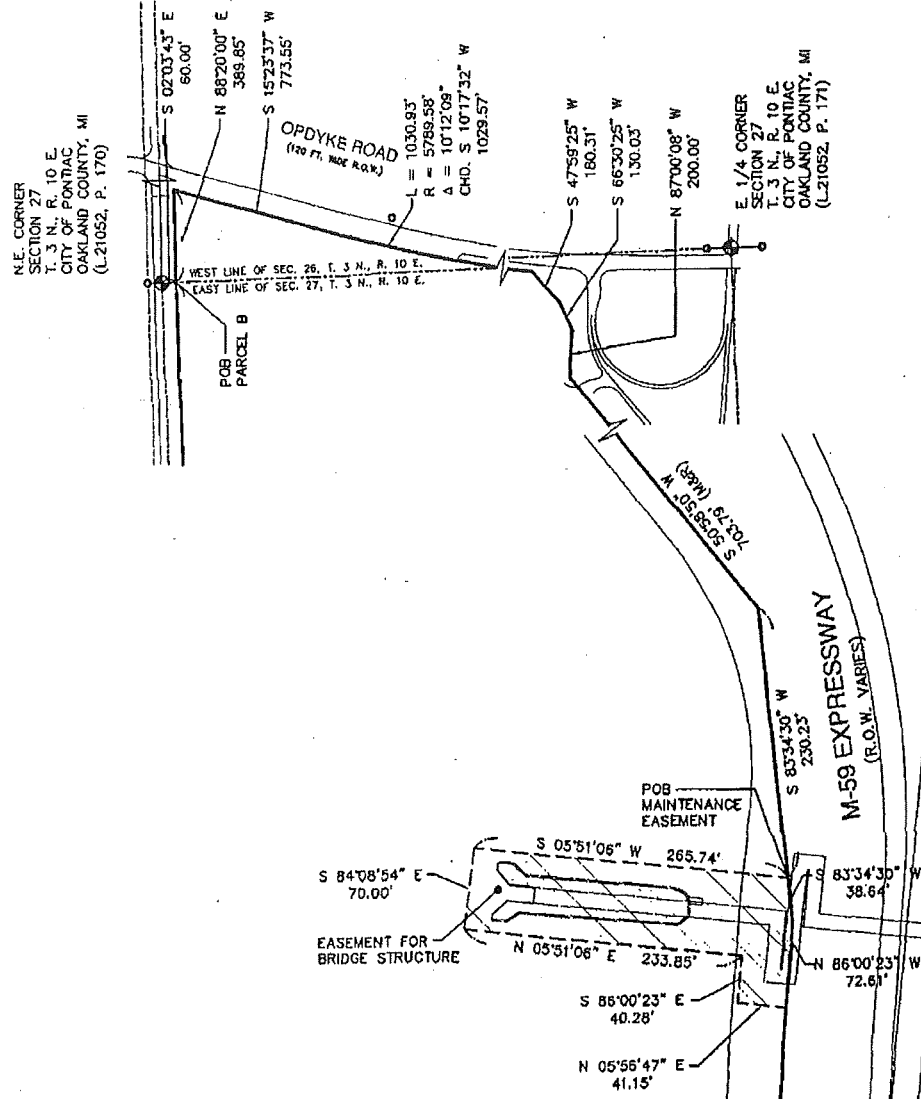
When recorded, return to:  
Attention: City Attorney  
47450 Woodward Avenue  
Pontiac, Michigan 48342

Parcel 14-27-200-006 (Partial)



# EXHIBIT A

## EASEMENT FOR BRIDGE STRUCTURE



**LEGEND:**  
 FI FOUND IRON  
 FIP FOUND IRON PIPE  
 FMON FOUND MONUMENT  
 SI SET IRON

**LEGEND:**  
 EASEMENT AREA

**BEARING REFERENCE NOTE:**  
 ALL BEARING ARE PER THE NORTH LINE OF SECTION 27, T. 3 N., R. 10 E., BEING S. 88°00'07" W.

**CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS**  
**ENGINEERS**  
 4677 WOODWARD AVENUE, PONTIAC, MI 48342-5032  
 TEL. (248) 332-7931 FAX. (248) 332-8257

DATED 11-03-09 JOB NO. 9-F785 SCALE 1" = 100'  
 CLIENT CITY OF PONTIAC SHEET NO. 2 of 3

LIBERL 1662 PG886

**EXHIBIT A**  
**EASEMENT**  
**FOR BRIDGE STRUCTURE**

**LEGAL DESCRIPTION - PARCEL**

Part of the Northwest 1/4 of Section 26 and Northeast 1/4 of Section 27, T3N, R10E, City of Pontiac, County of Oakland, State of Michigan, described as follows:

Beginning at a point on the South line of Featherstone Road (120 feet wide) distant S.02°03'43"E. along the Westerly line of said Section 26, 60.00 feet from the Northwest corner of said Section 26, and also Northeast corner of said Section 27; thence N.88°20'00"E. along the South line of said Featherstone Road, 389.85 feet to a point on the Westerly right-of-way line of Opdyke Road (120 feet wide); thence S.15°23'37"W. along said right-of-way line, 773.55 feet to a point of curvature; thence 1030.93 feet along said right-of-way line and along an arc of a curve to the left (radius 5789.58 feet, internal angle 10°12'09", long chord bears S.10°17'32"W., 1029.57 feet) to the Northerly right-of-way line of M-59 expressway, thence the following six (6) courses and distances along said expressway right-of-way line: (1) S.47°59'25"W., 180.31 feet, and (2) S.86°30'25"W., 130.03 feet, and (3) N.87°00'08"W., 200.00 feet, and (4) S.50°58'50"W., 703.79 feet, and (5) S.83°34'30"W., 268.87 feet, and (6) N.86°00'23"W., 1140.25 feet (recorded as 1140.27 feet) to Easterly right-of-way line of Grand Trunk Western Railroad (G.T.W. R.R.); thence N.02°22'58"W. along said right-of-way line, 2058.11 feet; thence N.88°00'07"E., 224.75 feet; thence N.02°23'21"W., 180.00 feet to a point on the South line of said Featherstone Road (120 feet wide); thence N.88°00'07"E. along South line of said Featherstone Road and a line distant 60.00 feet from and parallel to said section line, 2273.03 feet to the point of beginning.

Containing 5,567,998 square feet or 127.824 acres of land and being subject to all restrictions of the record.

PT 14-27-200-006

**LEGAL DESCRIPTION - EASEMENT FOR BRIDGE STRUCTURE**

Part of the Northeast 1/4 of Section 27, T3N, R10E, City of Pontiac, County of Oakland, State of Michigan, described as follows:

Commencing at the Northeast 1/4 of Section 27, said point also being Northwest 1/4 of Section 26, T3N, R10E, City of Pontiac, County of Oakland, State of Michigan; thence S.02°03'43"E. along the Westerly line of said Section 26, 60.00 feet to a point on the South line of Featherstone Road (120 feet wide); thence N.88°20'00"E. along the South line of said Featherstone Road, 389.85 feet to a point on the Westerly right-of-way line of Opdyke Road (120 feet wide); thence S.15°23'37"W. along said right-of-way line, 773.55 feet to a point of curvature; thence 1030.93 feet along said right-of-way line and along an arc of a curve to the left (radius 5789.58 feet, internal angle 10°12'09", long chord bears S.10°17'32"W., 1029.57 feet) to the Northerly right-of-way line of M-59 expressway; thence the following five (5) courses and distances along said expressway right-of-way line: (1) S.47°59'25"W., 180.31 feet, and (2) S.86°30'25"W., 130.03 feet, and (3) N.87°00'08"W., 200.00 feet, and (4) S.50°58'50"W., 703.79 feet, and (5) S.83°34'30"W., 230.23 feet to the POINT OF BEGINNING; thence continuing along said right-of-way line S.83°34'30"W., 38.64 feet, and N.86°00'23"W., 72.81 feet; thence N.05°56'47"E., 41.15 feet; thence S.86°00'23"E., 40.28 feet; thence N.05°51'08"E., 233.85 feet; thence S.84°08'54"E., 70.00 feet; thence S.05°51'06"W., 265.74 feet to the POINT OF BEGINNING.

Containing 20,596 square feet or 0.475 acres of land.

PT 14-27-200-006

**BEARING REFERENCE NOTE:**

ALL BEARING ARE PER THE NORTH LINE OF SECTION 27, T3N, R10E, BEING S.86°00'07"W.



CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

46777 WOODWARD AVENUE, PONTIAC, MI 48342-5032  
TEL. (248) 332-7931 FAX. (248) 332-8257

DATED 11-03-09 JOB NO. 9-F785 SCALE N/A  
CLIENT CITY OF PONTIAC SHEET NO. 3 of 3

**#9**

**RESOLUTION**

**CITY OF PONTIAC**  
**OFFICIAL MEMORANDUM**

---

TO: Jane Bais-DiSessa

FROM: John Balint, Director of Public Works

DATE: October 31, 2019

**RE: Oakland County Board of Commissioners Local Road Improvement Funding**

The Department of Public Works, Engineering Division applied for a grant from the Oakland County Board of Commissioners this past April for their Local Road Improvement Program. Our application was approved by the Board of Commissioners and they awarded the City \$262,325 for improvement to City Streets.

The plan for this grant is to mill and overlay Mill Street in the downtown from M-59, South to Water Street.

Since the award of this grant, the City is planning to design the project over this winter and bid in the spring of 2020. The minimum match amount of \$262,325 is required. Our anticipated project cost will be \$821,000, which will be provided from the Major Street Fund. This project will now be constructed in the summer/fall of 2020.

The Department of Public Works and Engineering Division has reviewed the agreement and recommends approval.

Please see the attached Cost Participation agreement

JVB

Attachments



## BOARD OF COMMISSIONERS

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1200 N. Telegraph Road  
Pontiac, MI 48341-0475  
Phone: (248) 858-0100  
Fax: (248) 858-1572

May 23, 2019

Director of Public Works/City Engineer John Balint  
City of Pontiac  
47450 Woodward Ave  
Pontiac, MI 48342

Dear Director of Public Works/City Engineer Balint,

I am pleased to inform you that the Board of Commissioners has approved your application for funding under the 2019 Pilot Local Road Improvement Program.

Poor conditions on our roads create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect. Oakland County is proud to be a partner with your local government to provide much needed investment in our local transportation infrastructure.

Enclosed you will find two (2) copies of a Cost Participation Agreement. Following approval by your governing authority and execution of the agreement, please forward the documents to:

Oakland County Board of Commissioners  
Attn: Amy Aubry, Analyst  
1200 N. Telegraph Road  
Pontiac, Michigan 48341-0475

We will return a fully executed copy to you for your records. After you receive the finalized agreement, you can invoice our Management and Budget office as instructed in the agreement for payment.

If you have any questions regarding the program or agreement, please feel to contact Amy Aubry, Analyst of the Board of Commissioners at (248)858-1067 or [aubrya@oakgov.com](mailto:aubrya@oakgov.com). In addition, please feel free to contact me if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela Powell", followed by a long horizontal flourish.

Angela Powell  
Oakland County Commissioner

## **LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM**

### **COST PARTICIPATION AGREEMENT**

Resurfacing of Mill Street

City of Pontiac

Board Project No. 2019-29

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Pontiac, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Pilot Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Resurfacing of Mill Street, as more fully described in Attachment C, attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as a pilot program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2020. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$820,930; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in the amount of \$262,325, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.

2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$262,325. The COMMUNITY shall submit an invoice to the COUNTY in the amount of \$262,325.

a. The Invoice shall be sent to:

Lynn Sonkiss, Manager of Fiscal Services  
Executive Office Building  
2100 Pontiac Lake Road, Building 41 West  
Waterford, MI 48328

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY the sum of \$262,325 from funds available in the PROGRAM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

OAKLAND COUNTY BOARD OF COMMISSIONERS

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

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

COMMUNITY

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

It's: \_\_\_\_\_

**PILOT LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM**

**STATEMENT OF PURPOSE**

Oakland County Government recognizes that Michigan law places the primary responsibility for road funding on the State and non-county local units of government. However, the County also recognizes that the law does permit a limited, discretionary role for the County in assisting a road commission and local units within a county by supporting some road maintenance and improvement efforts.

Accordingly, for many years Oakland County has voluntarily provided limited assistance to its cities, villages and townships (CVT's) and to the Road Commission of Oakland County (RCOC) by investing in a discretionary Tri-Party Road Program. Authorized under Michigan law, the County's tri-party funding contributions primarily facilitate safety improvement projects on CVT roads under the jurisdiction of the RCOC. By law, tri-party funds cannot be used to fund projects on roads solely under the jurisdiction of CVT's.

Recognizing a continuing need to better maintain local CVT streets and roads, yet being ever mindful of the County's limited responsibility for and jurisdiction over non-County roads and streets, Oakland County Government wishes to pilot a discretionary program that is more flexible than the current Tri-Party Road Program, one that will allow Oakland County to assist its cities and villages with maintenance and safety projects on non-County roads.

Not being the funding responsibility of County government, local CVT roads generally cannot be maintained or improved using County funds because doing so would be considered to be the "gifting" of County resources. However laudable the purpose, Michigan law generally forbids the gifting of government resources. To avoid application of the constitutionally-based gifting restriction, the state legislature must, and in this arena has, determined that a public benefit results from a taxpayer investment, one that provides a *quid pro quo* sufficient to avoid application of the gifting prohibition. Here, the legislature has determined that the economic development benefit presumed to accrue to a county as a result of local street and road investments can provide a sufficient *quid pro quo* to county taxpayers justifying a discretionary county investment in a non-county road, a benefit that constitutes a fair exchange for value and not a gift.

This legislative determination is set forth in 1985 P.A. 9, which amended 1913 P.A. 380, by adding a new section 2, which in pertinent part provides:

"(1)...A county may grant or loan funds to a township, village or city located within that county for the purpose of encouraging and assisting businesses to locate and expand within the county...

(2) A loan or grant made under subsection (1) may be used for local public improvements or to encourage and assist businesses in locating or expanding in this state, to preserve jobs in this state, to encourage investment in the communities in this state, or for other public purposes."

Communities that wish to attract, retain and grow business, retain jobs and encourage community investment, needs a safely maintained road infrastructure. This road infrastructure must include both residential and commercial roads as workers and consumers need to get to and from work, shopping, schools and recreation. In a fiscally prudent and limited manner, the County wishes to

help its cities and villages accomplish this objective by test-piloting a new local road improvement matching fund program.

Any such program must be mindful of the limits imposed under Public Act 9. One important restriction Public Act 9 imposed on grants or loans made pursuant to Subsection 2 of the Act is the mandate that, "A grant or loan under this Subsection shall not be derived from ad valorem taxes except for ad valorem taxes approved by a vote of the people for economic development." This means that funding for an expanded local road assistance program cannot utilize proceeds from any of Oakland County's ad valorem tax levies since no levy has been approved by voters specifically for economic development.

Given this limitation, it appears that the state statutory revenue sharing appropriated to the County can provide a non-ad valorem source of funds that legally can be used to support the pilot program. Competition for those funds, which are limited in amount, is fierce and their yearly availability is subject to the state legislative process. In the recent past, the State stripped all of those funds away from Michigan counties. Understanding that reality, it shall be the policy of the Oakland County Board of Commissioners that the Board shall not appropriate any County funds for a local road improvement matching fund program for non-County roads in any year where the State of Michigan fails to appropriate statutory revenue sharing funds to Oakland County in an amount sufficient to allow the County to first prudently address its core functions.

Act 9 imposes additional conditions on grants and loans. These include requirements that the loan or grant shall be administered within an established application process for proposals; that any grant or loan shall be made at a public hearing of the county board of commissioners and that the Board shall require a report to the county board of commissioners regarding the activities of the recipient and a report as to the degree to which the recipient has met the stated public purpose of the funding.

Understanding all of the above, the Oakland County Board of Commissioners hereby establishes the following Pilot Local Road Improvement Matching Fund Program:

#### **PROGRAM SUMMARY**

The Board of Commissioners establishes a Pilot Local Road Improvement Matching Fund Program for the purposes of improving economic development in Oakland County cities and villages. The County intends this Program to assist its municipalities by offering limited matching funds for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages.

A city or village participating in the Local Road Improvement Matching Fund Program shall match any fund authorized by the Board of Commissioners in an amount equal to a minimum of 50% of the cost of the total project award. County participation shall be limited to a maximum of 50% of the cost of the total project budget. Funding shall be utilized to supplement and enhance local road maintenance and improvement programs. Funding is not intended to replace existing budgeted local road programs or to replace funding already committed to road improvements.

## **PROJECT GUIDELINES**

Program funding shall be utilized solely for the purposes of road improvements to roads under the jurisdiction of local cities and villages. Road improvements may include, but not be limited to, paving, resurfacing, lane additions or lengthening, bridges, or drainage as such improvements relate to road safety, structure or relieving congestion.

Program funding:

May be utilized to supplement a local government's matched funding for the purposes of receiving additional federal transportation funding;

May not be utilized to fulfill a local government's responsibility to fund improvements to state trunklines;

Shall be limited to real capital improvements to roadways and shall not be utilized for other purposes, such as administrative expenses, personnel, consultants or other similar purposes;

Shall not be utilized for non-motorized improvements, unless these improvements are included in a project plan for major improvements to a motorized roadway;

Shall be utilized for projects that will result in a measurable improvement in the development of the local economy and contribute to business growth. Recipients shall be responsible for providing an outline of the economic benefits of the project prior to approval and for reporting to the Board of Commissioners after the completion of the project on the benefits achieved as a result of the projects.

## **ADMINISTRATION**

Local Road Improvement Matching Fund Program projects may be appropriated by the Board of Commissioners in compliance with the County budget process. The amount of funds to be dedicated for the Pilot Program shall be determined by the Board of Commissioners on an annual basis. Program funding may be reduced or eliminated based upon the ability of the County government to meet primary constitutional and statutory duties. The Board of Commissioners expressly reserves the right to adjust the County matching funds share at any time based upon County budget needs.

In accordance with MCL 123.872, funds dedicated to the Local Road Improvement Matching Fund Program shall not be derived from ad valorem tax revenues. Program funding shall be limited to funds derived from the County's distribution from the Michigan General Revenue Sharing Act. Reduction or elimination of the County's distribution of revenue sharing funds may result in the elimination or suspension of the program.

Funding availability shall be distributed based upon a formula updated annually. The formula will consist of:

1. A percentage derived from the number of certified local major street miles in each city and village divided by aggregate total of certified local major street miles of all cities and villages in the County.

2. A percentage derived from the population of each city and village as determined by the last decennial census conducted by the U.S. Census Bureau divided by the aggregate total population of cities and villages in the County.
3. A percentage derived from the three-year rolling total of the number of crashes on city and village major local streets divided by the aggregate three-year rolling crash numbers for all city and village major local streets, using the most recent data available. The crash data will be supplied by the Road Commission for Oakland County using data from the Traffic Improvement Association.

Each city and villages percentage allocation shall be determined by adding each factor percentage and dividing that total by three. The amount of funds available for match shall be determined by the total amount of funds allocated by the Board of Commissioners added to an equal amount representing the match provided by local cities and villages.

The Chairman of the Board of Commissioners shall establish a Special Committee on the Local Road Improvement Program. This Special Committee shall consist of three members, with two members representing the majority caucus and one member representing the minority caucus. It shall be the responsibility of the Special Committee to direct the administration of this program, receive applications for program funding and make recommendations of acceptance to the Board of Commissioners. The Special Committee may consult with County departments, staff and the Road Commission for Oakland County in the conduct of its business.

#### **DISBURSEMENT**

The Special Committee shall forward recommendations for approval of Local Road Improvement Matching Fund Program projects to the Chairman of the Board of Commissioners. This recommendation shall include a cost participation agreement between the County and participating municipality. Minimally, cost participation agreements shall include: responsibility for administering the project, the project location, purpose, scope, estimated costs including supporting detail, provisions ensuring compliance with project guidelines, as well as disbursement eligibility requirements. The cost participation agreement shall also require the maintenance of supporting documentation to ensure compliance with the following provisions:

1. Any and all supporting documentation for project expenditures reimbursed with appropriated funding shall be maintained a minimum of seven years from the date of final reimbursement for actual expenditures incurred.
2. The Oakland County Auditing Division reserves the right to audit any and all project expenditures reimbursed through the program.

Upon receipt of recommendation of project approval from the Special Committee, the County Commissioner or Commissioners, representing the area included in the proposed project, may introduce a resolution authorizing approval of the project and the release of funds. Resolutions shall be forwarded to the Economic Growth and Infrastructure Committee of the Board of Commissioners, who shall review and issue a recommendation to the Board on the adoption of the resolution. The Chairperson of the Economic Growth and Infrastructure Committee shall schedule a public hearing before the Board of Commissioners prior to consideration of final approval of the resolution.

The deadline for projects to be submitted for consideration shall be established by the Special Committee. The Special Committee may work with participating municipalities to develop a plan

for projects that exceed that municipality's annual allocation amount. This may include a limited plan to rollover that municipality's allocation for a period of years until enough funding availability has accrued to complete the project, subject to funding availability.

Upon completion of project plans and execution of the local participation agreement by the County and governing authority of the local municipality, the participating municipality shall submit an invoice in accordance with the terms and conditions included in the agreement. The Oakland County Department of Management and Budget Fiscal Services Division shall process payments in accordance with policies and procedures as set forth by the Department of Management and Budget and the Oakland County Treasurer.

In the event an eligible local unit of government chooses not to participate in the Local Road Improvement Matching Fund Program, any previously undistributed allocated funding may be reallocated to all participating local units of government at the discretion of the Local Road Improvement Program Special Committee.

At the completion of each project, the participating local government shall provide a report to the Board of Commissioners regarding the activities of the recipient and the degree to which the recipient has met the stated public purpose of the funding as required by MCL 123.872.

LRIP DISTRIBUTION FORMULA

Attachment "B"

2019

City/Village	State Income Tax Rate	County Income Tax Rate	Population	Population %	State Taxable Value	County Taxable Value	County Taxable Value %	Minimum Property Tax	Allocation	County Allocation
Auburn Hills	32.33	4.82%	21,412	2.80%	236	1.34%	2.99%	\$89,579	\$698	\$45,488
Berkley	15.63	2.33%	14,970	1.96%	55	0.31%	1.53%	\$46,018	\$358	\$23,367
Beverly Hills	10.99	1.64%	10,267	1.34%	40	0.23%	1.07%	\$32,068	\$250	\$16,284
Bingham Farms	1.02	0.15%	1,111	0.15%	54	0.31%	0.20%	\$6,061	\$47	\$3,078
Birmingham	21.87	3.26%	20,103	2.63%	580	3.29%	3.06%	\$91,782	\$715	\$46,606
Bloomfield Hills	8.83	1.32%	3,869	0.51%	235	1.33%	1.05%	\$31,623	\$246	\$16,058
Clarkston	1.48	0.22%	882	0.12%	37	0.21%	0.18%	\$5,498	\$43	\$2,792
Clawson	9.62	1.44%	11,825	1.55%	134	0.76%	1.25%	\$37,497	\$292	\$19,041
Farmington	7.36	1.10%	10,372	1.36%	183	1.04%	1.17%	\$34,975	\$272	\$17,760
Farmington Hills	58.36	8.71%	79,740	10.43%	1955	11.08%	10.07%	\$302,234	\$2,354	\$153,471
Ferndale	20.99	3.13%	19,900	2.60%	219	1.24%	2.32%	\$69,716	\$543	\$35,401
Franklin	4.34	0.65%	3,150	0.41%	48	0.27%	0.44%	\$13,321	\$104	\$6,765
Hazel Park	17.12	2.55%	16,422	2.15%	188	1.07%	1.92%	\$57,658	\$449	\$29,278
Holly	7	1.04%	6,086	0.80%	83	0.47%	0.77%	\$23,105	\$180	\$11,733
Huntington Woods	6.95	1.04%	6,238	0.82%	58	0.33%	0.73%	\$21,888	\$170	\$11,114
Keego Harbor	1.93	0.29%	2,970	0.39%	80	0.45%	0.38%	\$11,335	\$88	\$5,756
Lake Angelus	0	0.00%	290	0.04%	22	0.12%	0.04%	\$1,135	\$9	\$567
Lake Orion	2.74	0.41%	2,973	0.39%	123	0.70%	0.50%	\$14,973	\$117	\$7,604
Lathrup Village	7.36	1.10%	4,075	0.53%	185	1.05%	0.89%	\$26,788	\$209	\$13,603
Leonard	2.34	0.35%	403	0.05%	4	0.02%	0.14%	\$4,227	\$33	\$2,147
Madison Heights	21.5	3.21%	29,694	3.89%	745	4.22%	3.77%	\$113,236	\$882	\$57,500
Milford	7.3	1.09%	6,175	0.81%	108	0.61%	0.84%	\$25,123	\$196	\$12,758
Northville	0.8	0.12%	5,970	0.78%	109	0.62%	0.51%	\$15,179	\$118	\$7,708
Novi	39.52	5.90%	55,224	7.23%	1313	7.44%	6.86%	\$205,737	\$1,602	\$104,471
Oak Park	18.35	2.74%	29,319	3.84%	275	1.56%	2.71%	\$81,390	\$634	\$41,329
Orchard Lake	1.8	0.27%	2,375	0.31%	120	0.68%	0.42%	\$12,603	\$98	\$6,400
Ortonville	3.21	0.48%	1,442	0.19%	40	0.23%	0.30%	\$8,968	\$70	\$4,554
Oxford	6.01	0.90%	3,436	0.45%	107	0.61%	0.65%	\$19,566	\$152	\$9,935
Pleasant Ridge	3.59	0.54%	2,526	0.33%	145	0.82%	0.56%	\$16,920	\$132	\$8,592
Pontiac	70.21	10.47%	59,515	7.79%	1264	7.17%	8.48%	\$254,259	\$1,980	\$129,110
Rochester	8.59	1.28%	12,711	1.66%	245	1.39%	1.44%	\$43,290	\$337	\$21,982
Rochester Hills	38.61	5.76%	70,995	9.29%	1945	11.03%	8.69%	\$260,767	\$2,031	\$132,415
Royal Oak	63.96	9.54%	57,236	7.49%	1083	6.14%	7.72%	\$231,698	\$1,804	\$117,653
South Lyon	4.43	0.66%	11,327	1.48%	144	0.82%	0.99%	\$29,564	\$230	\$15,012
Southfield	64.71	9.65%	71,739	9.39%	2452	13.90%	10.98%	\$329,410	\$2,565	\$167,270
Sylvan Lake	2.58	0.38%	1,720	0.23%	66	0.37%	0.33%	\$9,842	\$77	\$4,998
Troy	57.34	8.55%	80,980	10.60%	2343	13.28%	10.81%	\$324,331	\$2,526	\$164,692
Walled Lake	5.34	0.80%	6,999	0.92%	153	0.87%	0.86%	\$25,874	\$201	\$13,138
Wixom	10.49	1.56%	13,498	1.77%	408	2.31%	1.88%	\$56,431	\$439	\$28,655
Wolverine	3.69	0.55%	4,312	0.56%	57	0.32%	0.48%	\$14,331	\$112	\$7,278
TOTAL	776.9	100.00%	761,251	100.00%	17,639	100.00%	100.00%	\$3,000,000	\$22,965	\$1,523,365

2019

**ATTACHMENT C**

**Pilot Local Road Improvement Matching Fund Program**

**Resurfacing of Mill Street**

**City of Pontiac**

**Board Project No. 2019-29**

Mill and overlay along with areas of reconstruction and curb and gutter repairs and sidewalk repairs on Mill Street from Huron (M-59) to Water Street.

**ESTIMATED PROJECT COST**

Construction Costs	\$820,930
Total Estimated Project Costs	\$820,930

**COST PARTICIPATION BREAKDOWN:**

	COMMUNITY	COUNTY	TOTAL
FY2018 LRIP Program	\$127,130	\$127,130	\$254,260
FY2019 LRIP Program	\$127,130	\$127,130	\$254,260
Additional Contribution	\$304,345	\$8,065	\$312,410
TOTAL SHARES	\$558,605	\$262,325	\$820,930

**#10**

**RESOLUTION**

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

City of Pontiac  
County of Oakland, State of Michigan

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

PRESENT: Members \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

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

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

5. Authorization to Apply for Rating. Each of the Mayor and the Deputy Mayor may apply and pay the fees for bond ratings from such municipal bond rating agencies as is deemed appropriate in consultation with the Municipal Advisor of the City.

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

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

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

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

AYES:       Members       \_\_\_\_\_

\_\_\_\_\_

NAYS:       Members       \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Pontiac, County of Oakland, State of Michigan, at a regular meeting held on May 21, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
City Clerk

## EXHIBIT A

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

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

#### SOURCE OF PAYMENT OF BONDS

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

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

#### BOND DETAILS

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

#### RIGHT OF REFERENDUM

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

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

\_\_\_\_\_

City Clerk

33624580.1\071371-00076

**#11**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable City Council President Kermit Williams, and City Council Members

**FROM:** Jane Bais DiSessa, Deputy Mayor

**CC:** Honorable Mayor Deirdre Waterman, Irwin William, Interim Finance Director/Plante Moran.

**DATE:** October 31, 2019

**RE:** **Resolution to Approve the Salary Pay Range for the Finance Director Position between \$120,000.00 and \$140,000.00.**

In order to hire a Finance Director with the proper qualifications, the following resolution is recommended:

*Whereas, a proper salary range will attract qualified candidates, and*

*Whereas, based on a recent compensation survey of other municipalities, it is deemed that a salary range between \$120,000.00 and \$140,000.00 is representative of the current job market.*

*Now therefore, the City Council authorizes the Mayor to recruit candidates for the Finance Director Position, between the salary range of \$120,000.00 and 140,000.00*

**#12**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

Executive Branch

---

**TO:** Honorable City Council President Kermit Williams, and City Council Members

**FROM:** Jane Bais DiSessa, Deputy Mayor

**CC:** Honorable Mayor Deirdre Waterman and Robert Burch, Interim PYREC Manager

**DATE:** August 29, 2019

**RE:** Resolution to approve a budget amendment for fiscal year 2019/2020 to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund - Recreation Facility Department (756) Personnel Accounts to restore the Pontiac Youth and Empowerment Center's (PYREC) Youth Recreation Assistant Manager position to a full-time status.

On November 8, 2019, the Citizens of Pontiac overwhelmingly passed a millage to ensure that the youth of the City of Pontiac have a safe, sustainable, and educational youth and recreation center for the children of Pontiac.

In order to fulfill our obligation to the voters of Pontiac and give our youth the absolute best opportunity to expand their horizons, it is respectfully requested that the City Council reinstate the originally budgeted full-time PYREC position, known as the "Assistant Youth Recreation Manager" (\$51,456.09, includes benefits). See attachment for itemized funding costs for this position.

The reinstatement of this position will constitute the necessary staffing levels to ensure the safety of all PYREC participants at any given time in the center. In addition, this position will provide the administrative support required to develop and implement quality recreational programming. As PYREC continues to grow, proper staffing levels are an essential resource that will help secure the success of Pontiac's recreation and enrichment programs for our youth.

As such, the following resolution is recommended for your consideration:

*Whereas, on November 8<sup>th</sup> 2016 the citizens of Pontiac passed a millage proposition to fund youth recreation services for the citizens of Pontiac; and*

*Whereas, adequate staffing levels are necessary to help administer the City's growing youth programs; and*

*Whereas, funding had been previously allocated and approved for full-time staff of a Youth Recreation Assistant Manager; and*

*Whereas, the restoration of this position will ensure a safe, sustainable, and educational environment for the youth of the City of Pontiac.*

NOW THEREFORE be resolved that the City Council hereby approves a budget amendment for fiscal year 2019/2020 to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund - Recreation Facility Department (756) Personnel Accounts. The breakout of these funds into accounts is as follows; \$34,666.67 to Salaries and Wages account 208-756-702.00, \$2,652 to F.I.C.A – City Contribution account 208-756-715.000, \$9,320.50 to Medical Insurance account 208-756-716.000, \$438.36 to Life Insurance account 208-756-717.000, \$2,333.33 to MERS Employer Contribution account 208-756-718.500, \$1,866.67 to Workers Compensation Insurance account 208-756-719.000, and lastly \$178.56 to Dental Insurance account 208-756-719.001. The total funds amount of \$51,456.09 are to be used to restore the Pontic Youth and Empowerment Center's (PYREC) Youth Recreation Assistant Manager position to a full-time status.

JDB/JJ

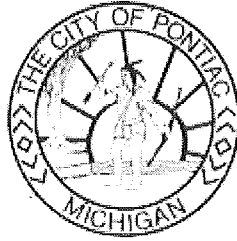
**Attachment**

Account	Description	Amount
208-756-702.000	Salaries and Wages	\$ 34,666.67
208-756-715.000	F.I.C.A - City Contribution	\$ 2,652.00
208-756-716.000	Medical Insurance	\$ 9,320.50
208-756-717.000	Life Insurance	\$ 438.36
208-756-718.500	MERS Employer Contribution	\$ 2,333.33
208-756-719.000	Workers Compensation Insurance	\$ 1,866.67
208-756-719.001	Dental Insurance	\$ 178.56
	<b>Total</b>	<b>\$ 51,456.09</b>

**#13**

**RESOLUTION**

## Resolution of the Pontiac City Council



Whereas, the City of Pontiac timely approved the FY 2019-2020 budget on June 25, 2019; and

Whereas, the adopted FY 2019-2020 Youth Recreation Fund budget includes an appropriation for a part-time Youth Recreation Assistant Manager for the Pontiac Youth and Enrichment Center (PYREC); and

Whereas, the Administration is requesting to restore this part-time position to a full-time status; and

Whereas, section 5.106 of the Charter states "after adoption of the appropriations ordinance, and upon at least one week's notice in a newspaper of general circulation in the City, the Council by a resolution of five members, may amend such ordinance to authorize the transfer of an unused balance appropriated for one purpose to another purpose, or to appropriate available revenues not previously appropriated."; and

Whereas, the proposed appropriation increases are to allocate a total of \$51,456.09 (includes fringe benefits), from the Youth Recreation Fund's (208) fund balance to Youth Recreation Fund - Recreation Facility Department (756) Personnel Accounts. The breakout of these funds into accounts is as follows:

- \$34,666.67 to Salaries and Wages account 208-756-702.00,
- \$2,652 to F.I.C.A – City Contribution account 208-756-715.000,
- \$9,320.50 to Medical Insurance account 208-756-716.000,
- \$438.36 to Life Insurance account 208-756-717.000,
- \$2,333.33 to MERS Employer Contribution account 208-756-718.500,
- \$1,866.67 to Workers Compensation Insurance account 208-756-719.000, and
- \$178.56 to Dental Insurance account 208-756-719.001.

Now therefore, be it resolved that the City Council authorizes the City Clerk to publish the notice of the budget amendment in the Oakland Press.

**#14**

**RESOLUTION**



# CITY OF

*Executive Branch*

---

**TO:** Honorable City Council President Kermit Williams, and City Council Members

**FROM:** Jane Bais DiSessa, Deputy Mayor

**CC:** Honorable Mayor Deirdre Waterman and Robert Burch, Interim PYREC Manager

**DATE:** October 31, 2019

**RE:** **Resolution to approve an increase to the City of Pontiac's Law Enforcement Services Agreement with the Oakland County Sheriff's Department effective December 21, 2019 in the amount of \$596,154 for calendar year 2019, \$612,995 for the calendar year 2020, and \$630,278 for the calendar year 2021.**

In order for the police to provide more effective services to the residents of the City of Pontiac a directed patrol unit (DPU) is recommended to be added to the City of Pontiac's Law Enforcement Services Agreement. New businesses and developers are seeing the potential for Pontiac and are willing to invest capital in the city to make Pontiac their home. As the needs of the community expand, the ability of the police to provide services should follow suit.

The purpose of the amended Law Enforcement Services Agreement is to increase law enforcement personnel assigned to the City of Pontiac's directed patrol unit.

This DPU will enhance services provided to residents of the City of Pontiac including:

- To be available to immediately respond to violent in-progress crimes including, but not limited to, crimes involving firearms, robberies, sexual assaults, and home invasions.
- To utilize a wide variety of police tactics and resources to address hand-to-hand drug sales on city streets, prostitution concerns, blight, and other quality of life issues.
- Assist patrol units during times of heavy call loads to ensure a timely response.
- Secure major crime scenes so that patrol deputies can return to responding to incoming calls for service, thus decreasing our response times.
- Proactively seek out and arrest wanted fugitives. Presently the City of Pontiac has several hundred wanted fugitives at large in our community. Past incidences have shown fugitives will continue to commit the same types of crimes until they are brought to justice.
- Monitor neighborhood community problems and work with citizens to prevent minor disputes from progressing into major issues.
- Provide additional high-visibility patrol for community housing complexes, city parks, the downtown business district, future marijuana dispensaries, and new developments to help prevent the theft of material and equipment.

As such, the following resolution is recommended for your consideration:

*Whereas, an amended contract is necessary to improve law enforcement services with the Oakland County Sheriff's Department, and*

*Whereas, a Directed Patrol Unit is to be added for additional law enforcement services.*

*NOW THEREFORE be resolved that the City Council hereby approves an amendment to the City of Pontiac's Law Enforcement Services Agreement with the Oakland County Sheriff's Department effective December 21, 2019 for the calendar years 2019 through 2021 for the following amounts. \$596,154 for 2019, \$612,995 for 2020, and \$630,278 for 2021.*

**OAKLAND COUNTY SHERIFF'S OFFICE  
2019-2021 LAW ENFORCEMENT SERVICES AGREEMENT WITH  
CITY OF PONTIAC**

**Amendment 1**

---

Pursuant to Paragraph 29 of the 2019-2021 Law Enforcement Services Agreement between the COUNTY and the CITY OF PONTIAC (the "Contract"), the parties hereby agree to amend said Contract to add one (1) Patrol Sergeant position, three (3) Deputy II (no-fill) positions, one (1) Technical Assistant position and delete two (2) Part Time Non-Eligible positions in accordance with the attached Exhibit 1 (Schedule A) beginning on the effective date of this Amendment 1. The attached Exhibit 1 replaces and supersedes the Schedule A attached to the Contract beginning on the effective date of this Amendment 1.

This Amendment 1 shall take effect on December 21, 2019 and shall continue until the Contract expires or is terminated. All other provisions in the Contract not otherwise affected by the attached Exhibit 1 remain in full force and effect.

**FOR AND IN CONSIDERATION** of the mutual assurances, promises, acknowledgments, set forth in this Amendment 1 and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment 1 on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Amendment 1.

**IN WITNESS WHEREOF**, Dr. Deirdre Waterman, Mayor of the City of Pontiac, hereby acknowledges that she has been authorized by a resolution of the Municipality's governing body to execute this Amendment 1 on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Amendment 1.

EXECUTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Dr. Deirdre Waterman  
Mayor

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Garland Doyle  
Interim City Clerk

**IN WITNESS WHEREOF**, David T. Woodward, Chairperson, Oakland County Board of Commissioners hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, to execute this Amendment 1 on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Amendment.

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

WITNESSED: \_\_\_\_\_ DATE: \_\_\_\_\_  
County of Oakland

**SCHEDULE A**  
**City of Pontiac 2019-2021 Law Enforcement Services Agreement**  
**Amendment #1, effective December 21, 2019**

**SHERIFF'S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY**

Rank of Sheriff's Deputies Contracted	Number of Sheriff's Deputies Contracted	Biweekly Charge for each Sheriff's Deputy to Municipality in 2019	Annual Costs 2019	Biweekly Charge for each Sheriff's Deputy to Municipality in 2020	Annual Costs 2020	Biweekly Charge for each Sheriff's Deputy to Municipality in 2021	Annual Costs 2021
<b>Captain</b>	1	\$7,434.12	\$193,287	\$7,631.69	\$198,424	\$7,883.02	\$204,958
<b>Lieutenant</b>	3	\$6,410.34	\$500,007	\$6,592.89	\$514,245	\$6,780.49	\$528,878
<b>Patrol Sergeant</b>	8	\$5,800.20	\$1,206,441	\$5,964.26	\$1,240,566	\$6,132.68	\$1,275,597
<b>Detective Sergeant</b>	1	\$5,950.40	\$154,710	\$6,123.75	\$159,217	\$6,301.96	\$163,851
<b>Deputy II (w/fill)</b>		\$5,874.47		\$6,038.75		\$6,207.41	
<b>Deputy II (no-fill)</b>	54	\$5,115.24	\$7,181,796	\$5,264.55	\$7,391,428	\$5,417.93	\$7,606,774
<b>Deputy II (no-fill/no-vehicle)</b>		\$4,844.28		\$4,981.82		\$5,122.88	
<b>Patrol Investigator (no-fill)</b>	18	\$5,324.86	\$2,492,034	\$5,486.43	\$2,567,649	\$5,652.72	\$2,645,473
<b>Deputy I (no-fill)</b>		\$4,707.87		\$4,850.08		\$4,996.22	
<b>Estimated Overtime</b>			\$762,410		\$777,658		\$793,211
<b>Front desk &amp; building PTNE Security Deputies</b>	12	\$24.09 per hour	\$289,080 Estimated	\$24.57 per hour	\$294,840 Estimated	\$25.06 per hour	\$300,720 Estimated
<b>Technical Assistant</b>	1	\$3,283.88	\$85,381	\$3,349.56	\$87,089	\$3,416.55	\$88,830
<b>PTNE Office Assistant II</b>	2	\$19.51 per hour	\$39,020 Estimated	\$19.90 per hour	\$39,800 Estimated	\$20.30 per hour	\$40,600 Estimated
<b>TOTAL</b>	100		\$12,904,166		\$13,270,916		\$13,648,892

**NOTE:** For each "Deputy II (w/fill)" identified above, the O.C.S.O. will, at no additional cost to the Municipality, provide a substitute Sheriff's Deputy (i.e., a "fill-in") to provide Law Enforcement Services to the Municipality whenever a contracted "Deputy II (w/fill)" is absent from the Municipality during any 80 hour biweekly period for any reason except those reasons enumerated in Paragraph 6.1 above.

**NOTE:** The O.C.S.O. will not assign any trainees to perform the duties of any Sheriff's Deputy contracted for and assigned to perform Law Enforcement Services under this Agreement.

**#15**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable City Council President Kermit Williams, and City Council Members

**FROM:** Jane Bais DiSessa, Deputy Mayor

**CC:** Honorable Mayor Deirdre Waterman and Robert Burch, Interim PYREC Manager

**DATE:** October 31, 2019

**RE:** **Resolution to approve a budget amendment for fiscal year 2019/2020 to decrease a total of \$320,035 from the General Fund's (101) fund balance and increase General Fund's – Police/Sheriff Department (301) line item for the City of Pontiac's Law Enforcement Services Agreement with the Oakland County Sheriff's Department, account 101-301-818.068 Prof. Serv-Oakland Co. Sheriff for a total of \$320,035.**

In order for the police to provide more effective services to the residents of the City of Pontiac a directed patrol unit (DPU) is recommended to be added to the City of Pontiac's Law Enforcement Services Agreement. New businesses and developers are seeing the potential for Pontiac and are willing to invest capital in the city to make Pontiac their home. As the needs of the community expand, the ability of the police to provide services should follow suit.

The purpose of the amended Law Enforcement Services Agreement is to increase law enforcement personnel assigned to the City of Pontiac's directed patrol unit.

This DPU will enhance services provided to residents of the City of Pontiac including:

- To be available to immediately respond to violent in-progress crimes including, but not limited to, crimes involving firearms, robberies, sexual assaults, and home invasions.
- To utilize a wide variety of police tactics and resources to address hand-to-hand drug sales on city streets, prostitution concerns, blight, and other quality of life issues.
- Assist patrol units during times of heavy call loads to ensure a timely response.
- Secure major crime scenes so that patrol deputies can return to responding to incoming calls for service, thus decreasing our response times.
- Proactively seek out and arrest wanted fugitives. Presently the City of Pontiac has several hundred wanted fugitives at large in our community. Past incidences have shown fugitives will continue to commit the same types of crimes until they are brought to justice.
- Monitor neighborhood community problems and work with citizens to prevent minor disputes from progressing into major issues.
- Provide additional high-visibility patrol for community housing complexes, city parks, the downtown business district, future marijuana dispensaries, and new developments to help prevent the theft of material and equipment.

As such, the following resolution is recommended for your consideration:

*Whereas, a resolution has been passed to accept the revised law enforcement services agreement with the Oakland County Sheriff's Department effective December 21, 2019, and*

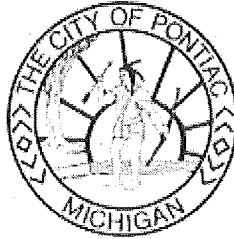
*Whereas, a budget amendment is required to increase the General Fund – Police/Sheriff Department (301) line item 101-301-818.068 Prof. Serv-Oakland Co. Sheriff in the amount of \$320,035*

*NOW THEREFORE be resolved that the City Council hereby approves a budget amendment for the fiscal year 2019/2020 to decrease a total of \$320,035 from the General Fund's (101) fund balance and increase General Fund's – Police/Sheriff Department (301) line item for the City of Pontiac's Law Enforcement Services Agreement with the Oakland County Sheriff's Department, account 101-301-818.068 Prof. Serv-Oakland Co. Sheriff for a total of \$320,035.*

**#16**

**RESOLUTION**

## Resolution of the Pontiac City Council



Whereas, Pursuant to Paragraph 29 of the 2019-2021 Law Enforcement Services Agreement between the COUNTY and the CITY OF PONTIAC (the "Contract"), the parties hereby agree to amend said Contract to add one (1) Patrol Sergeant position, three (3) Deputy II (no-fill) positions, one (1) Technical Assistant position and delete two (2) Part Time Non-Eligible positions in accordance with the attached Exhibit 1 (Schedule A) beginning on the effective date of this Amendment 1; and

Whereas, the attached Exhibit 1 replaces and supersedes the Schedule A attached to the Contract beginning on the effective date of this Amendment 1; and

Whereas, Amendment 1 shall take effect on December 21, 2019 and shall continue until the Contract expires or is terminated. All other provisions in the Contract not otherwise affected by the attached Exhibit 1 remain in full force and effect; and

Whereas, section 5.106 of the Charter states "after adoption of the appropriations ordinance, and upon at least one week's notice in a newspaper of general circulation in the City, the Council by a resolution of five members, may amend such ordinance to authorize the transfer of an unused balance appropriated for one purpose to another purpose, or to appropriate available revenues not previously appropriated."; and

Whereas, the proposed budget amendment for the fiscal year 2019/2020 is to decrease a total of \$320,035 from the General Fund's (101) fund balance and increase General Fund's – Police/Sheriff Department (301) line item for the City of Pontiac's Law Enforcement Services Agreement with the Oakland County Sheriff's Department, account 101-301-818.068 Prof. Serv-Oakland Co. Sheriff for a total of \$320,035.

Now therefore, be it resolved that the City Council hereby authorizes the City Clerk to publish the notice of the budget amendment in the Oakland Press.

**SCHEDULE A**  
**City of Pontiac 2019-2021 Law Enforcement Services Agreement**  
**Amendment #1, effective December 21, 2019**

**SHERIFF'S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY**

Rank of Sheriff's Deputies Contracted	Number of Sheriff's Deputies Contracted	Biweekly Charge for each Sheriff's Deputy to Municipality in 2019	Annual Costs 2019	Biweekly Charge for each Sheriff's Deputy to Municipality in 2020	Annual Costs 2020	Biweekly Charge for each Sheriff's Deputy to Municipality in 2021	Annual Costs 2021
<b>Captain</b>	1	\$7,434.12	\$193,287	\$7,631.69	\$198,424	\$7,883.02	\$204,958
<b>Lieutenant</b>	3	\$6,410.34	\$500,007	\$6,592.89	\$514,245	\$6,780.49	\$528,878
<b>Patrol Sergeant</b>	8	\$5,800.20	\$1,206,441	\$5,964.26	\$1,240,566	\$6,132.68	\$1,275,597
<b>Detective Sergeant</b>	1	\$5,950.40	\$154,710	\$6,123.75	\$159,217	\$6,301.96	\$163,851
<b>Deputy II (w/fill)</b>		\$5,874.47		\$6,038.75		\$6,207.41	
<b>Deputy II (no-fill)</b>	54	\$5,115.24	\$7,181,796	\$5,264.55	\$7,391,428	\$5,417.93	\$7,606,774
<b>Deputy II (no-fill/no-vehicle)</b>		\$4,844.28		\$4,981.82		\$5,122.88	
<b>Patrol Investigator (no-fill)</b>	18	\$5,324.86	\$2,492,034	\$5,486.43	\$2,567,649	\$5,652.72	\$2,645,473
<b>Deputy I (no-fill)</b>		\$4,707.87		\$4,850.08		\$4,996.22	
<b>Estimated Overtime</b>			\$762,410		\$777,658		\$793,211
<b>Front desk &amp; building PTNE Security Deputies</b>	12	\$24.09 per hour	\$289,080 Estimated	\$24.57 per hour	\$294,840 Estimated	\$25.06 per hour	\$300,720 Estimated
<b>Technical Assistant</b>	1	\$3,283.88	\$85,381	\$3,349.56	\$87,089	\$3,416.55	\$88,830
<b>PTNE Office Assistant II</b>	2	\$19.51 per hour	\$39,020 Estimated	\$19.90 per hour	\$39,800 Estimated	\$20.30 per hour	\$40,600 Estimated
<b>TOTAL</b>	100		\$12,904,166		\$13,270,916		\$13,648,892

**NOTE:** For each "Deputy II (w/fill)" identified above, the O.C.S.O. will, at no additional cost to the Municipality, provide a substitute Sheriff's Deputy (i.e., a "fill-in") to provide Law Enforcement Services to the Municipality whenever a contracted "Deputy II (w/fill)" is absent from the Municipality during any 80 hour biweekly period for any reason except those reasons enumerated in Paragraph 6.1 above.

**NOTE:** The O.C.S.O. will not assign any trainees to perform the duties of any Sheriff's Deputy contracted for and assigned to perform Law Enforcement Services under this Agreement.

**#17**

**Monthly  
Report**

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank CONS CONSOLIDATED						
Check Type: EFT Transfer						
09/10/2019	617(E)	10004293	North Bay Drywall, Inc	September 2019	15,627.06	Open
				Total For 09/10/2019:	15,627.06	
				Total EFT Transfer:	15,627.06	
Check Type: Paper Check						
09/13/2019	525507	10002840	21st Century Media Newspapers, LLC	AD#1856607	480.25	Open
				AD#1856613	480.25	Open
				AD#1841840	370.00	Open
					1,330.50	
09/13/2019	525508	00011679	Accident Fund Worker's Comp	WCV6082992-0905	43,989.00	Open
09/13/2019	525509	10004066	Action Traffic Maintenance, Inc.	1241060	8,231.50	Open
09/13/2019	525510	10004313	ADT-Protection One Alarm Monitoring	129755031	49.95	Open
09/13/2019	525511	10003843	Advanced Disposal Services	PT0000027124	168.39	Open
				PT0000027125	3.81	Open
					172.20	
09/13/2019	525512	10003879	Amazon.com LLC	283901673	166.47	Open
09/13/2019	525513	10004305	Ameena Razia Sheikh	.7-16-19 190883SM	40.00	Open
				7-23-19 190564OM	40.00	Open
				6-30-19 190688SM	80.00	Open
				8-7-19 190564OM	240.00	Open
				8-15-19 190462SM	80.00	Open
				8-8-19 190462SM	40.00	Open
				8-12-19 190883SM	240.00	Open
				6-25-19 190749SM	120.00	Open
				8-6-19 190749SM+	240.00	Open
				8-15-19 AM	240.00	Open
				8-6-19 190688SM	240.00	Open
				7-15-19 1872897SM	40.00	Open
				7-16-19 190233SM	40.00	Open
				8-8-19 190223SM	320.00	Open
				7-16-19 1872897SM	240.00	Open
				8-29-19	240.00	Open
					2,480.00	
09/13/2019	525514	REFUND DEP	Antawian Ball	R#81425-215794	90.00	Open
09/13/2019	525515	00000050	AT & T	80025874118-0919	1,720.95	Open
09/13/2019	525516	10004207	Belem Morales Law Office	8-20-19	240.00	Open
09/13/2019	525517	00000097	Bell Equipment Company	159163	1,487.59	Open
09/13/2019	525518	10003919	Brittany Anne Costello	8-16-19	240.00	Open
				8-19-19	240.00	Open
					480.00	
09/13/2019	525519	10003781	Bruce E. Crossman	6-24-19	50.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				8-1-19 190661SM	280.00	Open
				8-9-19 190581SM	200.00	Open
				8-20-19	240.00	Open
				8-12-19 190323OM	80.00	Open
				8-10-19 190323OM	75.00	Open
					<u>925.00</u>	
09/13/2019	525520	00001156	C&S Motors, Inc.	FP182800	386.56	Open
09/13/2019	525521	10003346	City of Auburn Hills	71000518575-0819	19,440.28	Open
09/13/2019	525522	00001244	Comcast Cablevision	52-1022718-0919	260.86	Open
				990-1024326-0919	260.86	Open
					<u>521.72</u>	
09/13/2019	525523	00013029	CompOne Administrators, Inc.	172815	16,110.96	Open
				172845	12,458.95	Open
					<u>28,569.91</u>	
09/13/2019	525524	00001267	Contractors Connection	7135461	13.60	Open
09/13/2019	525525	10004348	Cory Westmoreland	8-6-19 190802SM	235.00	Open
				8-8-19 191278OM	40.00	Open
				8-19-19AM	240.00	Open
				8-28-19 AM	240.00	Open
				8-28-19 PM	240.00	Open
				8-29-19 AM	240.00	Open
					<u>1,235.00</u>	
09/13/2019	525526	10004156	Covenant Cemetery Services, Inc.	50913-R	1,350.00	Open
				60292-R	2,500.00	Open
					<u>3,850.00</u>	
09/13/2019	525527	10004298	Cranbrook Institute of Science	Item #0001	10,000.00	Open
09/13/2019	525528	10003307	Dave's Electric Services, Inc.	14178	362.00	Open
				14288	708.34	Open
					<u>1,070.34</u>	
09/13/2019	525529	00000247	DTE Energy	60-910040233652-0819	13,803.86	Open
				910040679979-0819	76,078.13	Open
				70-4941404-0819	3,572.17	Open
				435-7849547-0819	128.00	Open
					<u>93,582.16</u>	
09/13/2019	525530	00000247	DTE Energy	52-7080527-0819	1,099.62	Open
				216-7484267-0819	26.87	Open
				440-2777841-0819	159.12	Open
				786-2776558-7&8/19	51.38	Open
				827-5543457-0819	95.06	Open
				827-7082417-0819	916.30	Open
				990-7078596-0819	768.74	Open
					<u>3,117.09</u>	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
09/13/2019	525531	10004332	Edith Blakney Law Firm, PLLC	8-12-19 190969SM	75.00	Open
				8-20-19	240.00	Open
				8-9-19 191036SM	60.00	Open
				8-9-19 190773OM	160.00	Open
				8-23-19	240.00	Open
				8-27-19	240.00	Open
					<u>1,015.00</u>	
09/13/2019	525532	10004306	Erika D. Morgan Law, PLLC	8-13-19 AM & pm	480.00	Open
				8-15-19 191279OM-OM	40.00	Open
				8-15-19 AM	240.00	Open
				8-21-19	240.00	Open
				8-15-19 190260SM	160.00	Open
					<u>1,160.00</u>	
09/13/2019	525533	00001822	FedEx Office	46100010387	26.33	Open
				46100010388	1,992.83	Open
					<u>2,019.16</u>	
09/13/2019	525534	REFUND BD	FLAME Furnace	R#219713	220.00	Open
09/13/2019	525535	00000357	Golling Buick GMC Inc.	PNCQ422805	41.09	Open
09/13/2019	525536	00000436	Gracey Law Firm, PLLC	8-14-19	160.00	Open
				8-21-19 19-1276 OM	75.00	Open
				8-21-19	240.00	Open
				8-22-19	240.00	Open
				8-30-19	240.00	Open
					<u>955.00</u>	
09/13/2019	525537	10004182	Great Lakes Power & Lighting, Inc	19411	664.00	Open
				19412	392.00	Open
				19413	612.94	Open
					<u>1,668.94</u>	
09/13/2019	525538	10003261	Hillarie F. Boettger, PLLC	8-9-19 190974SM	75.00	Open
				8-13-19	240.00	Open
				8-21-19	244.00	Open
				8-15-19	75.00	Open
				8-17-19 190673SMM	75.00	Open
				8-20-19 140S12918A&B	140.00	Open
				8-21-19 190914SM	60.00	Open
				8-28-19	240.00	Open
				8-17-19 16143559OM	75.00	Open
					<u>1,224.00</u>	
09/13/2019	525539	00001649	Home Depot/Comm. Credit	1023424	71.70	Open
				1023427	80.40	Open
				3023182	156.00	Open
				4023134	37.27	Open
				5022038	69.97	Open
				5022039	22.94	Open
				5022114	11.94	Open
				8021676	38.72	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					488.94	
09/13/2019	525540	10004337	Idumesaro Law Firm, PLLC	6-6-19 190657SM	120.00	Open
				8-5-19 18148399OT	240.00	Open
				8-6-19 190657SM	320.00	Open
				8-6-19 18-73895M	260.00	Open
				8-23-19 AM	240.00	Open
				8-26-19	240.00	Open
					<u>1,420.00</u>	
09/13/2019	525541	00013088	Innovative Software Services, Inc.	2150	21,133.96	Open
09/13/2019	525542	10003866	K and Q Law, PC	7-22-19	240.00	Open
				8-14-19	240.00	Open
				8-20-19	240.00	Open
				8-21-19	240.00	Open
				8-22-19	240.00	Open
				8-30-19	240.00	Open
					<u>1,440.00</u>	
09/13/2019	525543	10003942	Law Office of D Ann Parker, PC	8-15-19	240.00	Open
09/13/2019	525544	10003741	Law Offices of Nadine R.Hatten, PLLC	6-30-19 18-72946-SM	240.00	Open
				7-23-19 18-72946-SM	340.00	Open
					<u>580.00</u>	
09/13/2019	525545	00012690	Law Offices of Paulette Michel, PLLC	8-16-19	240.00	Open
				2108	3,750.00	Open
					<u>3,990.00</u>	
09/13/2019	525546	00010223	Lisa C Watkins Law Office	6-28-19 19-0395SD	80.00	Open
				8-8-19 19-0395SD	95.00	Open
				8-13-19 19-0841SM	260.00	Open
				8-14-19 181467800M	300.00	Open
				8-14-19	240.00	Open
				8-15-19	240.00	Open
				8-19-19	240.00	Open
				8-20-19 19-1212	20.00	Open
				8-27-18	240.00	Open
					<u>1,715.00</u>	
09/13/2019	525547	10000123	Marilyn D.Walker	8-20-19 191066	40.00	Open
				8-20-19 1873955SM	80.00	Open
				8-20-19 1873257SM	40.00	Open
				8-22-19 90542SM	20.00	Open
				8-22-19	240.00	Open
				8-28-19	240.00	Open
					<u>660.00</u>	
09/13/2019	525548	REFUND DEP	Mauj Mohammed	R#81443-218196	100.00	Open
09/13/2019	525549	00012978	Meadowbrook, Inc.	2320	3,850.50	Open
09/13/2019	525550	10004366	MGM Legal, PLLC	7-29-19 19-9660M	240.00	Open
				10004366	200.00	Open
				8-21-19 AM	240.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				8-22-19	240.00	Open
				8-29-19	240.00	Open
					<u>1,160.00</u>	
09/13/2019	525551	00002068	Miller Canfield Paddock & Stone, PLLC	1447270	126.00	Open
09/13/2019	525552	10003957	Mona Storm - Storm Reporting	September 5, 2019	430.00	Open
				September 10, 2019	105.00	Open
					<u>535.00</u>	
09/13/2019	525553	10004329	Nachawati Law, PLLC	8-23-19	240.00	Open
				8-26-19	240.00	Open
					<u>480.00</u>	
09/13/2019	525554	10003945	Nancy Anne Plasterer	8-6-19 190522SM	200.00	Open
				8-27-19	240.00	Open
					<u>440.00</u>	
09/13/2019	525555	00002154	National League Of Cities	157188	4,601.01	Open
09/13/2019	525556	10001088	Nelco Supply Co.	10092631	130.10	Open
				10092670	206.20	Open
				10092970	51.20	Open
				10092971	16.00	Open
				10093119	84.00	Open
					<u>487.50</u>	
09/13/2019	525557	10000449	Nichols Heating & Cooling	62621	278.00	Open
				62637	278.00	Open
					<u>556.00</u>	
09/13/2019	525558	00002197	Nowak & Fraus, PLLC	101320	9,907.50	Open
				101323	18,044.00	Open
					<u>27,951.50</u>	
09/13/2019	525559	00002217	Oakland County Legal News	1694554	93.80	Open
09/13/2019	525560	10004321	Orion Stone Depot	404426	185.00	Open
				404439	194.00	Open
				404442	76.00	Open
					<u>455.00</u>	
09/13/2019	525561	00010232	Oscar W. Larson Company	SRVCE000000698778	615.25	Open
09/13/2019	525562	10004333	Pipeline Management Company, Inc.	2019-103	5,718.75	Open
09/13/2019	525563	REFUND DEP	Pontiac Knolls Reunion Committee	R#215158	300.00	Open
09/13/2019	525564	00011236	PreCise MRM LLC	200-1022456	62.64	Open
09/13/2019	525565	10000667	Printing Systems, Inc.	208589	397.88	Open
				208590	608.03	Open
				208762	328.06	Open
				208587	394.06	Open
					<u>1,728.03</u>	
09/13/2019	525566	10001111	R. J. Hoffman Mgmt. Inc.	99956	450.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
09/13/2019	525567	10004386	Robert L. Farnette P.C.	5-13-19	160.00	Open
09/13/2019	525568	00013067	Scott C. Kozak, Attorney at Law	8-7-19 181467200M 8-27-19	80.00 240.00 <u>320.00</u>	Open Open
09/13/2019	525569	10003760	Scott's Lock & Key Shop	0664 0685	22.00 39.40 <u>61.40</u>	Open Open
09/13/2019	525570	10003769	Service Heating & Plumbing Corp	1904029 1907003	841.07 1,599.08 <u>2,440.15</u>	Open Open
09/13/2019	525571	REFUND DEP	Shirley Townsend	R#81447-218502	100.00	Open
09/13/2019	525572	00013050	Stacy A. Drouillard	7-30-19 190897SM 190962SM 8-8-19 190826SM 8-14-19 160511153B 8-19-19 17146616OM 8-19-19 8-20-19 190430 8-20-19 191117OM 8-20-19 191118OT 8-21-19 191028OM 8-29-19	20.00 20.00 120.00 75.00 140.00 240.00 51.00 35.00 51.00 200.00 240.00 <u>1,192.00</u>	Open Open Open Open Open Open Open Open Open Open Open
09/13/2019	525573	00012256	Staples Business Advantage	8054397932-414252134 805534521-421912737 8055343521-421912739 8055343521-421912742 8055343521-421912743	55.08 62.08 264.94 337.49 28.95 <u>748.54</u>	Open Open Open Open Open
09/13/2019	525574	REFUND BD	Steve Yaldo	R#214360	1,450.00	Open
09/13/2019	525575	REFUND DEP	Tamara Orza-Ramos	R#81435-216706	100.00	Open
09/13/2019	525576	REFUND DEP	Tatiana Love	R#81449-219463	100.00	Open
09/13/2019	525577	10004043	The Iron Barn	0718	465.00	Open
09/13/2019	525578	REFUND BD	Tiffany Rankin	R#219736	300.00	Open
09/13/2019	525579	10004323	Time Clock Plus by Data Management	506670	64.00	Open
09/13/2019	525580	00013076	Turner Sanitation	47895 47896 47897	90.00 90.00 90.00 <u>270.00</u>	Open Open Open
09/13/2019	525581	10004077	Unique Food Management. Inc.	15314	1,624.00	Open
09/13/2019	525582	00000851	Wade-Trim/Associates	M2015618	138,210.00	Open
09/13/2019	525583	10004330	Wilkerson Law, PLLC	6-17-19 8-14-19	80.00 240.00 <u>320.00</u>	Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
09/13/2019	525584	00002895	Young Supply Co.	20182375-00	23.00	Open
				Total For 09/13/2019:	460,779.98	
				Total Paper Check:	460,779.98	
CONS TOTALS:						
Total of 79 Checks:					476,407.04	
Less 0 Void Checks:					0.00	
Total of 79 Disbursements:					476,407.04	
Bank COURT FIFTH THIRD-COURT OPERATING						
Check Type: Paper Check						
09/12/2019	7800	00000050	AT & T	248322117408	225.16	Open
				248322117208	225.16	Open
					450.32	
09/12/2019	7801	10004373	Barbara Jill Palulian	090319	175.00	Open
				082919	50.00	Open
				082919	75.00	Open
				090919	125.00	Open
					425.00	
09/12/2019	7802	10000593	Bromberg & Associates	13436	213.92	Open
09/12/2019	7803	10004340	Bryan H. Levy, PC	082219	1,800.00	Open
				082219	69.60	Open
					1,869.60	
09/12/2019	7804	10000511	DATA LEGAL	23779	763.10	Open
09/12/2019	7805	00001353	Detroit Elevator Co.	182390	274.00	Open
09/12/2019	7806	10004240	Henry Alfonso Camargo	082319	97.84	Open
09/12/2019	7807	10000960	Iron Mountain Incorporated	BYCR971	499.00	Open
09/12/2019	7808	10003909	Maria Fabiana Valy Gialdi	081319	104.26	Open
09/12/2019	7809	10004117	Metcom, Inc.	R-16482	426.93	Open
09/12/2019	7810	10004296	Michael Batchik	082719	400.00	Open
				082719	12.18	Open
					412.18	
09/12/2019	7811	10004108	Ricardo Caceres	090319	83.92	Open
09/12/2019	7812	00002483	ROSE PEST SOLUTIONS	30836976	49.00	Open
09/12/2019	7813	00012362	STAPLES CREDIT PLAN	232842881	11.47	Open
				2328479061	63.22	Open
				2328491651	21.40	Open
				2328491981	1,098.73	Open
				2328575651	20.02	Open
				2330819801	615.96	Open
				2331119531	475.25	Open
				2332521781	47.44	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				2330578741	(4.36)	Open
				2333295821	(48.69)	Open
				2334957341	(6.48)	Open
					<u>2,293.96</u>	
09/12/2019	7814	10000944	Stella Reyes	091119	70.00	Open
				090619	73.00	Open
				090519	87.50	Open
				090519	73.00	Open
				090419	70.00	Open
				082819	70.00	Open
				082719	73.00	Open
				082719	70.00	Open
				082619	70.00	Open
				081319	81.75	Open
				082019	73.00	Open
				081419	70.00	Open
				082119	105.00	Open
				082219	81.75	Open
				091019	70.00	Open
					<u>1,138.00</u>	
09/12/2019	7815	10004139	William E. Bolle	082919	400.00	Open
				082919	11.60	Open
					<u>411.60</u>	
				Total For 09/12/2019:	<u>9,512.63</u>	
				Total Paper Check:	<u>9,512.63</u>	
COURT TOTALS:						
Total of 16 Checks:					9,512.63	
Less 0 Void Checks:					<u>0.00</u>	
Total of 16 Disbursements:					<u>9,512.63</u>	
REPORT TOTALS:						
Total of 95 Checks:					485,919.67	
Less 0 Void Checks:					<u>0.00</u>	
Total of 95 Disbursements:					<u>485,919.67</u>	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
09/30/2019	12534	10002889	50th District Court	180S28675A A	220.00	Open
09/30/2019	12535	BOND	ENRIQUE EDUARDO LUZURIAGA	180S28675A R	38.00	Open
09/30/2019	12536	BOND	FOREMAN MILLS	1771017SMR	785.00	Open
09/30/2019	12537	BOND	SUSAN KITCHEN	190486GC R	100.00	Open
Total For 09/30/2019:					1,143.00	
Total Paper Check:					1,143.00	
BOND TOTALS:						
Total of 4 Checks:					1,143.00	
Less 0 Void Checks:					0.00	
Total of 4 Disbursements:					1,143.00	
Bank CONS CONSOLIDATED						
Check Type: CheckStub						
10/01/2019	9(S)	10004338	DLZ Michigan, Inc.	140288	285.00	Open
				140451	270.00	Open
				140287	291.00	Open
				140287 Overpay	(291.00)	Open
				140288 overpay	(285.00)	Open
				140451 overpay	(270.00)	Open
					0.00	
Total For 10/01/2019:					0.00	
Total CheckStub:					0.00	
Check Type: EFT Transfer						
09/30/2019	627(E)	10003750	WMHIP-W Michigan Health 8890	October 2019	33,349.62	Open
Total For 09/30/2019:					33,349.62	
10/02/2019	628(E)	10004293	North Bay Drywall, Inc	October 2019	14,275.42	Open
10/02/2019	629(E)	00000603	Oakland County Treasurer	2019-0915TD	600,214.67	Open
10/02/2019	630(E)	10003903	Pontiac Public Library	2019-0915Library	40,238.45	Open
10/02/2019	631(E)	00012890	Pontiac Schools	2019-0915MESSA	19,558.19	Open
10/02/2019	632(E)	00012890	Pontiac Schools	2019-0915Operating	568,430.60	Open
10/02/2019	633(E)	00012890	Pontiac Schools	2019-0915Sinking	114,069.05	Open
Total For 10/02/2019:					1,356,786.38	
Total EFT Transfer:					1,390,136.00	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Check Type: Paper Check						
09/30/2019	525738	00013036	Giarmarco, Mullins & Horton, P.C.	93194-057B-58	3,887.50	Open
				93194-069B-1	555.00	Open
				93194-070B-1	1,095.00	Open
				93194-071B-1	1,039.80	Open
				93194-069B-2	1,740.00	Open
				93194-071B-2	1,080.00	Open
				93194-057B-59	4,562.50	Open
				93194-023B-86	190.50	Open
				93194-016B-96	18,942.28	Open
				93194-032B-84	725.00	Open
				93194-000B-097	26,946.20	Open
					<u>60,763.78</u>	
				Total For 09/30/2019:	60,763.78	
10/04/2019	525739	10004066	Action Traffic Maintenance, Inc.	1241060 Balance	148.50	Open
10/04/2019	525740	10003843	Advanced Disposal Services	PT0000027266	1,020.29	Open
10/04/2019	525741	10001957	Ajax Materials Corporation	238473	207.90	Open
				238483	288.60	Open
				240541	428.40	Open
				240771	142.80	Open
				241351	319.20	Open
				241599	93.16	Open
				241694	164.56	Open
				241705	178.84	Open
				241891	149.80	Open
				241965	101.50	Open
					<u>2,074.76</u>	
10/04/2019	525742	10004050	Alfred Benesch & Company	141078	11,930.79	Open
				139619	7,974.20	Open
					<u>19,904.99</u>	
10/04/2019	525743	10003733	Alliance Payment Solutions, Inc	317691	322.81	Open
10/04/2019	525744	10001187	Ant Doctor Pest Control	19-0821	200.00	Open
10/04/2019	525745	00000050	AT & T	8310005335294-0919	2,231.30	Open
				8310005335298-0919	1,771.20	Open
					<u>4,002.50</u>	
10/04/2019	525746	10002333	Auto Value - APC Store	633144-313	14.29	Open
				634084-313	32.79	Open
				634403-313	46.99	Open
				633145-313	(14.29)	Open
					<u>79.78</u>	
10/04/2019	525747	REFUND TAX	Bashore Green Law Group	14-31-181-013-100319	349.23	Open
10/04/2019	525748	00000097	Bell Equipment Company	0160116	275.00	Open
10/04/2019	525749	REFUND TAX	Bolton, Richard	14-17-252-014-100319	130.14	Open
10/04/2019	525750	REFUND TAX	Bonnie J. Bader	14-30-302-009-100319	295.79	Open
10/04/2019	525751	00000119	Bostick Truck Center, LLC	243723	2,000.00	Open
10/04/2019	525752	10004261	Brian T. Jackson	942851	210.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
10/04/2019	525753	REFUND TAX	BT & MY LLC	14-33-155-008-100319	281.38	Open
10/04/2019	525754	00001156	C&S Motors, Inc.	FP184770 FP184806	671.85 435.84	Open Open
					<u>1,107.69</u>	
10/04/2019	525755	00001039	Cadillac Asphalt Products	08-19-19	603,013.74	Open
10/04/2019	525756	REFUND TAX	Cesario, Gwendolyn M & Robert	14-09-401-031-100319	511.43	Open
10/04/2019	525757	00001244	Comcast Cablevision	990-0878763-0819 990-0878763-0919	392.93 357.38	Open Open
					<u>750.31</u>	
10/04/2019	525758	10004331	COMET Informatics, LLC	INV13229	536.25	Open
10/04/2019	525759	00000206	Consumers Energy	6180-96321407-0919	14.55	Open
10/04/2019	525760	00001267	Contractors Connection	7136424	101.80	Open
10/04/2019	525761	REFUND TAX	CoreLogic	19-05-202-040-100319	2,474.09	Open
10/04/2019	525762	10004156	Covenant Cemetery Services, Inc.	50916-R 60295-R	1,350.00 2,500.00	Open Open
					<u>3,850.00</u>	
10/04/2019	525763	10003084	Curbco, Inc.	51627	40,386.78	Open
10/04/2019	525764	REFUND TAX	Danedo LLC	99-00-011-020-100319	15.79	Open
10/04/2019	525765	00013016	Des Moines Stamp Mfg. Co.	1150012	48.40	Open
10/04/2019	525766	00001353	Detroit Elevator Co.	178557	177.00	Open
10/04/2019	525767	REFUND TAX	El Toro 1, LLC	19-03-426-013-100319	24.89	Open
10/04/2019	525768	REFUND TAX	Express LLC	14-29-305-006-100319	200.00	Open
10/04/2019	525769	REFUND TAX	Feram Capital Investment	14-22-103-002-100319	200.00	Open
10/04/2019	525770	10004088	Fidelity Security Life Insurance Co	164058048 164058559 164071527	178.76 385.19 148.32	Open Open Open
					<u>712.27</u>	
10/04/2019	525771	00000357	Golling Buick GMC Inc.	PNCQ423937	40.60	Open
10/04/2019	525772	00001563	Government Finance Officers Association	2019 Application	575.00	Open
10/04/2019	525773	10000009	Great Lakes Auto Superstore LLC	October 2019	5,833.33	Open
10/04/2019	525774	00001591	Guardian Alarm Company of Michigan	20303398 20303398 7/1-9/30 20303398 it	280.65 521.29 157.50	Open Open Open
					<u>959.44</u>	
10/04/2019	525775	10001885	Hubbell, Roth & Clark, Inc.	172013 172757 172760	1,179.71 188.34 2,716.35	Open Open Open
					<u>4,084.40</u>	
10/04/2019	525776	REFUND TAX	James D Proffer	14-29-155-002-100319	16.18	Open
10/04/2019	525777	REFUND TAX	Katherine McCray	14-22-458-007-100319	7.72	Open
10/04/2019	525778	REFUND TAX	Lereta LLC	14-33-133-008-100319	1,365.93	Open
10/04/2019	525779	REFUND TAX	Lopez, Edgar N	14-29-178-007-100319	249.25	Open
10/04/2019	525780	10004048	Nation Home Improvement	350466	1,375.00	Open
10/04/2019	525781	10001088	Nelco Supply Co.	10093407 10093662	154.40 120.10	Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					274.50	
10/04/2019	525782	00002197	Nowak & Fraus, PLLC	101325	25,324.50	Open
10/04/2019	525783	00002221	Oakland County Executive Office	2019-0915Brownsfield	337,038.68	Open
10/04/2019	525784	00002221	Oakland County Executive Office	2018 Brownsfield	63,510.09	Open
10/04/2019	525785	00002229	Oakland County Road Commission	116086	60.00	Open
				116272	190.00	Open
					250.00	
10/04/2019	525786	REFUND TAX	Papelian IV LLC	14-07-453-003-100319	1,145.31	Open
10/04/2019	525787	REFUND TAX	Payne, Judith	14-21-433-008-100319	8.03	Open
10/04/2019	525788	REFUND TAX	Payne, Marlene	14-17-152-023-100319	20.12	Open
10/04/2019	525789	REFUND TAX	Radford, Robert	14-28-204-014-100319	119.89	Open
10/04/2019	525790	00001682	Ricoh USA, Inc./IKON Office Solution	5057443561	3,077.15	Open
10/04/2019	525791	00000716	S&S Worldwide, Inc.	IN100221674	9.19	Open
10/04/2019	525792	REFUND TAX	Sprint	99-00-005-120-100319	1,720.74	Open
10/04/2019	525793	REFUND TAX	St. James Mortgage Corporation	14-31-451-016-100319	261.98	Open
10/04/2019	525794	00012256	Staples Business Advantage	8055823450-425672863	65.35	Open
10/04/2019	525795	10000385	State of MI-Set Fund	2018 Set Fund	138.88	Open
10/04/2019	525796	00002630	State of Michigan	2019-0915SET	38,015.72	Open
10/04/2019	525797	00010664	Truck & Trailer Specialties, Inc.	HSO005654	2,482.03	Open
				HSO005736	539.23	Open
					3,021.26	
10/04/2019	525798	00013076	Turner Sanitation	46755	69.68	Open
				46756	90.00	Open
				46758	139.36	Open
				46760	69.68	Open
				46783	69.68	Open
				46881	80.65	Open
					519.05	
10/04/2019	525799	REFUND TAX	Velasco, Araceli	14-30-251-010-100319	936.91	Open
10/04/2019	525800	REFUND TAX	Washington, Joy	14-21-403-022-100319	6.00	Open
10/04/2019	525801	REFUND TAX	Washington, Ramone	19-05-226-019-100319	29.48	Open
10/04/2019	525802	00002895	Young Supply Co.	20183642-00	14.90	Open
				Total For 10/04/2019:	1,175,434.74	
				Total Paper Check:	1,236,198.52	
CONS TOTALS:						
Total of 73 Checks:					2,626,334.52	
Less 0 Void Checks:					0.00	
Total of 73 Disbursements:					2,626,334.52	
Bank COURT FIFTH THIRD-COURT OPERATING						
Check Type: Paper Check						
09/30/2019	7835	00011582	RENEE GREER-ALVREZ	081319	119.02	Open
				Total For 09/30/2019:	119.02	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Total Paper Check:					119.02	
COURT TOTALS:						
Total of 1 Checks:					119.02	
Less 0 Void Checks:					0.00	
Total of 1 Disbursements:					119.02	
Bank PNCMM PNC MONEY MARKET						
Check Type: EFT Transfer						
10/02/2019	138(E)	00013053	City of Pontiac	2019-0915TD	842,250.17	Open
Total For 10/02/2019:					842,250.17	
Total EFT Transfer:					842,250.17	
PNCMM TOTALS:						
Total of 1 Checks:					842,250.17	
Less 0 Void Checks:					0.00	
Total of 1 Disbursements:					842,250.17	
REPORT TOTALS:						
Total of 79 Checks:					3,469,846.71	
Less 0 Void Checks:					0.00	
Total of 79 Disbursements:					3,469,846.71	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
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Bank BOND FIFTH THIRD BOND ACCOUNT

Check Type: Paper Check

10/10/2019	12538	10002889	50th District Court	190S24426A A	118.00	Open
				1902700M 10%	30.00	Open
				171463210M A	475.00	Open
				1904570M A	300.00	Open
				190905SM 10%	50.00	Open
				1912800M F	100.00	Open
				190S26613A A	170.00	Open
				190766FY 10%	30.00	Open
				170S07214A 10%	450.00	Open
					<u>1,723.00</u>	
10/10/2019	12539	10002889	50th District Court	19157200M A	100.00	Open
10/10/2019	12540	BOND	AUTO ZONE	17144862OMR	50.00	Open
10/10/2019	12541	BOND	DEBRA JACKSON	191341LT T	700.00	Open
10/10/2019	12542	BOND	FREDERICK DUANE ABCUMBY	191121SM R	270.00	Open
10/10/2019	12543	BOND	GABRIELLE MARIE WILLIAMS	190S24426A R	47.00	Open
10/10/2019	12544	BOND	HELEN LOUISE JONES	170S07214A R	150.00	Open
10/10/2019	12545	BOND	ISABELLA FITCH	192912LT R	240.00	Open
10/10/2019	12546	BOND	JESSICA SPIGNER	190766FY R	270.00	Open
10/10/2019	12547	BOND	JOYCE DIAZ	190905SM R	450.00	Open
10/10/2019	12548	BOND	LINDA KAY HORTON	190S27383A R	170.00	Open
10/10/2019	12549	BOND	NINA GLOVER	191861LT T	910.00	Open
10/10/2019	12550	00002208	OAKLAND COUNTY CLERK	191160FY C	250.00	Open
				190955FY C	<u>500.00</u>	Open
					750.00	
10/10/2019	12551	BOND	State of Michigan	14135387OMR	3.00	Open
10/10/2019	12552	BOND	THOMAS JEFFERSON BARNETT	190S30507A R	5.50	Open
10/10/2019	12553	BOND	VICKIE LYNN KNOPPE	171463220M R	275.00	Open
10/10/2019	12554	BOND	YOLANDA BROADNAX	190S27383A R	<u>170.00</u>	Open
				Total For 10/10/2019:	<u>6,283.50</u>	
				Total Paper Check:	<u>6,283.50</u>	

BOND TOTALS:

Total of 17 Checks:	6,283.50
Less 0 Void Checks:	0.00
Total of 17 Disbursements:	<u>6,283.50</u>

Bank CONS CONSOLIDATED

Check Type: EFT Transfer

10/08/2019	634(E)	00012870	US Bank National Association	2007C Bond 10-25-19	<u>464,181.26</u>	Open
				Total For 10/08/2019:	464,181.26	
10/11/2019	635(E)	00000603	Oakland County Treasurer	2019-0930TD	164,601.05	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
10/11/2019	636 (E)	10003903	Pontiac Public Library	2019-0630Library	10,926.89	Open
10/11/2019	637 (E)	00012890	Pontiac Schools	2019-0930MESSA	4,936.10	Open
10/11/2019	638 (E)	00012890	Pontiac Schools	2019-0930Operating	164,946.90	Open
10/11/2019	639 (E)	00012890	Pontiac Schools	2019-0930Sinking	32,128.59	Open
Total For 10/11/2019:					377,539.53	
Total EFT Transfer:					841,720.79	
Check Type: Paper Check						
10/11/2019	525803	10004313	ADT-Protection One Alarm Monitoring	130225671	49.95	Open
10/11/2019	525804	10003843	Advanced Disposal Services	PT00000027309	26.65	Open
				PT00000027310	1,062.80	Open
					1,089.45	
10/11/2019	525805	10004384	Air Doctors Heating & Cooling, LLC	1017	7,980.00	Open
				1042	2,660.00	Open
					10,640.00	
10/11/2019	525806	10001957	Ajax Materials Corporation	241708	411.60	Open
				241840	113.56	Open
				242735	119.00	Open
				242787	134.40	Open
				242872	105.70	Open
				242994	70.70	Open
				243046	105.00	Open
				243219	169.40	Open
				243291	62.30	Open
					1,291.66	
10/11/2019	525807	10004324	Amanda McBride	9-24-19 PM	240.00	Open
				9-30-19 PM	240.00	Open
					480.00	
10/11/2019	525808	10003879	Amazon.com LLC	1XJH-K6WV-NFWL1-tax	646.98	Open
10/11/2019	525809	10004305	Ameena Razia Sheikh	7-9-19 190704SM	75.00	Open
				7-31-19 190495SD	80.00	Open
				8-9-19 191034SM	75.00	Open
				8-27-19 191411OM	40.00	Open
				9-12-19 191034SM	280.00	Open
				9-12-19 190495SD	280.00	Open
				9-24-19 190704SM	120.00	Open
				9-24-19 am	240.00	Open
				9-24-19 190462SM	80.00	Open
					1,270.00	
10/11/2019	525810	10004326	Amy M. Hopp	9-25-19 AM	240.00	Open
				9-30-19 1670284SM	88.00	Open
				9-30-19 19-0644OM	144.00	Open
				9-30-19 19-0644-OM	16.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					488.00	
10/11/2019	525811	10004322	Animal Xtractors	000236	250.00	Open
10/11/2019	525812	REFUND DEP	Annette Dawson	R#81461-221071	100.00	Open
10/11/2019	525813	00000050	AT & T	8002-587-4118-1019	1,723.24	Open
10/11/2019	525814	00001074	Bedrock Express	94181	279.25	Open
				94182	569.80	Open
					849.05	
10/11/2019	525815	10004207	Belem Morales Law Office	9-17-19 190602SM	160.00	Open
				9-17-19 191124SM	40.00	Open
				9-17-19 19-66577	80.00	Open
				9-17-19 110516534A	195.00	Open
				10-1-19 AM	240.00	Open
					715.00	
10/11/2019	525816	00000097	Bell Equipment Company	159730	275.00	Open
10/11/2019	525817	00000119	Bostick Truck Center, LLC	243958	2,000.00	Open
10/11/2019	525818	10003919	Brittany Anne Costello	9-26-19 PM	240.00	Open
10/11/2019	525819	10003781	Bruce E. Crossman	8-12-19 190963SM	75.00	Open
				8-17-19 190976SM	20.00	Open
				9-9-19 191424SM	24.00	Open
				9-10-19 1873854SM	56.00	Open
				9-10-19 1873987SM	64.00	Open
				9-12-19 190963SM	48.00	Open
				9-18-19 190976SM	64.00	Open
				9-18-19 191045SM	56.00	Open
				9-23-19 190005SM	145.60	Open
				9-27-19	240.00	Open
				10-1-19 AM	240.00	Open
				9-23-19 1568442SD	32.00	Open
				9-23-19 19-0081SM	48.00	Open
				9-30-19 190915SM	13.60	Open
				9-23-19 190924SM	64.00	Open
				9-23-19 17-72076SM	88.00	Open
				9-23-19 18-73071SM	56.00	Open
				9-23-19 18-7316SM	112.00	Open
				9-23-19 18-1476400M	96.00	Open
				9-26-19 190856SM	184.00	Open
				9-26-19 19-0856SM	16.00	Open
				9-30-19 190915SM	75.00	Open
				8-12-19 19-0323-OM	75.00	Open
					1,892.20	
10/11/2019	525820	00000152	Certified Products & Supply Inc	181810	232.67	Open
10/11/2019	525821	00010597	Charesa D. Johnson	9-4-19 18-147511OM	6.40	Open
				9-10-19 19-0973SM	280.00	Open
				9-10-19 19-0973SM	13.60	Open
				9-17-19 15-138061OM	286.40	Open
				9-19-19 PM	13.60	Open
				10-2-19 PM	240.00	Open
					840.00	
10/11/2019	525822	10003346	City of Auburn Hills	71000518575-0919	19,440.28	Open

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10/11/2019	525823	00001244	Comcast Cablevision	52-1022718-1019 990-1024326-1019	260.86 260.95 <u>521.81</u>	Open Open
10/11/2019	525824	10004348	Cory Westmoreland	9-12-19 190823SM 9-17-19 190930SM 9-17-19 190823SM 9-17-19 191050SM 8-21-19 14135122OM 10-2-19 190221SM 10-2-19 190865SM 10-3-19 191265SM 10-3-19 AM	40.00 40.00 80.00 320.00 106.40 40.00 40.00 75.00 240.00 <u>981.40</u>	Open Open Open Open Open Open Open Open Open
10/11/2019	525825	10004156	Covenant Cemetery Services, Inc.	50934-R 60297-R	1,350.00 2,500.00 <u>3,850.00</u>	Open Open
10/11/2019	525826	REFUND BD	Cruz, Carmen N.	R#190887A	100.00	Open
10/11/2019	525827	10003307	Dave's Electric Services, Inc.	14379	170.00	Open
10/11/2019	525828	10004383	Dennis Thompson	09102019	540.00	Open
10/11/2019	525829	REFUND DEP	Dondra L Schultz	R#81460-220956	100.00	Open
10/11/2019	525830	00000247	DTE Energy	60-910040233652-0919 910040679979-0919	12,763.36 78,072.53 <u>90,835.89</u>	Open Open
10/11/2019	525831	00000247	DTE Energy	52-7080527-0919 70-4941404-0919 216-7484267-0919 435-7849547-0919 440-2777841-0919 827-5543457-0919 827-7082417-0919 990-7078596-1019	780.19 2,382.46 25.43 67.76 322.72 94.96 575.33 672.49 <u>4,921.34</u>	Open Open Open Open Open Open Open Open
10/11/2019	525832	10004332	Edith Blakney Law Firm, PLLC	7-22-19 19-0907SM 9-9-19 191471OM 9-9-19 09123188CO 9-19-19 190905SM 9-19-19 190184OM 9-27-19 AM 9-30-19 AM 9-23-19 191213OT 9-24-19 18148638OM	20.00 20.00 60.00 120.00 220.00 240.00 240.00 60.00 75.00 <u>1,055.00</u>	Open Open Open Open Open Open Open Open Open
10/11/2019	525833	00000284	Elam Service Group	100319	7,768.00	Open
10/11/2019	525834	10004306	Erika D. Morgan Law, PLLC	9-13-19 1772117SM 9-13-19 1772117-SM 9-17-19 1873722SM 9-17-19 18-73722SM	20.00 75.00 60.00 40.00	Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				10-1-19 PM	240.00	Open
				10-2-19 PM	240.00	Open
					<u>675.00</u>	
10/11/2019	525835	00000436	Gracey Law Firm, PLLC	9-3-19 19-1112SM	20.00	Open
				8-21-19 19137OM	75.00	Open
				8-21-19 140523368A	75.00	Open
				8-28-19 19-0894-FY	75.00	Open
				9-19-19 19-0878OM	160.00	Open
				9-20-19 19-1097SM	80.00	Open
				9-26-19 19-1207SM	40.00	Open
				9-23-19 19-1202OM	75.00	Open
				9-26-19 19-1097SM	75.00	Open
				9-26-19 AM	240.00	Open
				9-27-19 12-63203SM	40.00	Open
				9-27-19 19-0957OM	200.00	Open
				9-27-19 19-1116SM	40.00	Open
				9-27-19 19-1126-SM	75.00	Open
				9-27-19 19-0894-FY	195.00	Open
				9-27-19 19-0950SD	80.00	Open
				9-27-19 19-1112SM	40.00	Open
				9-27-19 19-1116-SM	20.00	Open
				9-27-19 13-64457	200.00	Open
				9-3-19 19-1127SM	20.00	Open
				9-26-19 19-1125-SM	20.00	Open
				10-1-19 18-149400-OM	75.00	Open
				10-2-19 AM	240.00	Open
					<u>2,160.00</u>	
10/11/2019	525836	10004182	Great Lakes Power & Lighting, Inc	19497	1,162.19	Open
				19498	1,935.53	Open
				19499	5,267.34	Open
					<u>8,365.06</u>	
10/11/2019	525837	10003904	GreatLakes ContractingSolutions,LLC	Estimate 7 P#AEW0178	74,523.71	Open
10/11/2019	525838	00010313	Hastings Air-Energy Control, Inc.	179655	2,150.49	Open
10/11/2019	525839	10003261	Hillarie F. Boettger, PLLC	9-12-19 190673SM	80.00	Open
				9-12-19 18147751OM	80.00	Open
				9-16-19 190637SM	136.00	Open
				9-16-19 191180SM	75.00	Open
				9-16-19 191022OM	104.00	Open
				9-17-19 190606SM	492.00	Open
				9-17-19 190748SM	368.10	Open
				9-17-19 18149146OM	192.00	Open
				9-25-19 190882SM	96.00	Open
				9-25-19 191180SM	75.00	Open
				9-26-19 AM	260.00	Open
					<u>1,958.10</u>	
10/11/2019	525840	00001649	Home Depot/Comm. Credit	0024472	12.60	Open
				3025074	195.54	Open
				3032850	115.20	Open
				3524885	249.00	Open
				4025981	19.81	Open
				4026017	172.24	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				1025339	18.53	Open
				1125790	15.40	Open
				2025214	81.89	Open
				2013036	81.89	Open
				3020043	305.73	Open
				3020044	11.98	Open
				4025006	205.61	Open
				4025017	64.91	Open
				9020376	4.80	Open
				2025215	49.21	Open
				7020653	266.26	Open
				5025880	12.73	Open
				8364131	52.29	Open
				9020367	93.91	Open
				9020450	16.56	Open
				1030671-less tax	12.66	Open
				1023255 less tax	193.19	Open
					<u>2,251.94</u>	
10/11/2019	525841	10004337	Idumesaro Law Firm, PLLC	9-4-19 191123SM	126.40	Open
				9-10-19 19-1064SM	170.00	Open
				9-17-19 190360SM	400.00	Open
				9-24-19 19-1120SM	220.00	Open
				9-24-19 19-1123SM	200.00	Open
				9-25-19 191227SM	40.00	Open
				9-25-19 15054114B	20.00	Open
				9-29-19 19-1107SM	120.00	Open
				9-30-19 191230SM	26.40	Open
				10-1-19 AM	240.00	Open
					<u>1,562.80</u>	
10/11/2019	525842	10003866	K and Q Law, PC	9-29-19 19-0761OM	280.00	Open
				9-20-19 19-0008SM	440.00	Open
				9-20-19 19-0008SM	26.40	Open
				9-20-19 19-1133SM	75.00	Open
				9-20-19 19-1138SM	75.00	Open
				9-29-19 19-0761OM	75.00	Open
				9-29-19 19-0906SM	140.00	Open
				9-30-19 AM	240.00	Open
				10-2-19 AM	240.00	Open
					<u>1,591.40</u>	
10/11/2019	525843	10003942	Law Office of D Ann Parker, PC	9-16-19 181472992OT	160.00	Open
				9-16-19 18149061OM	120.00	Open
				9-16-19 18149061OM	12.00	Open
				9-16-19 18-1472992OT	12.00	Open
				10-3-19 PM	440.00	Open
					<u>744.00</u>	
10/11/2019	525844	10004388	Law Office of Christophen R Shemke	9-20-19 PM	240.00	Open
				9-23-19 AM	240.00	Open
				9-26-19 PM	240.00	Open
				9-27-19 PM	240.00	Open
					<u>960.00</u>	

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10/11/2019	525845	10002474	Law offices of Moneka L. Sanford	PI9-9-19 PM 9-18-19 PM	240.00 240.00 <u>480.00</u>	Open Open
10/11/2019	525846	00012690	Law Offices of Paulette Michel, PLI2109	9-11-19 190439SM 9-20-19 AM	3,750.00 200.00 240.00 <u>4,190.00</u>	Open Open Open
10/11/2019	525847	00010223	Lisa C Watkins Law Office	8-19-2019 19-OS-2414 9-16-19 18-1467800M 9-16-19 19-0590SM 9-16-19 19-0771SM 9-24-19 19-1195SM 9-23-19 19-1196SM 9-24-19 AM 9-25-19 AM 10-3-19 AM	80.00 220.00 252.00 200.00 40.00 40.00 240.00 240.00 240.00 <u>1,552.00</u>	Open Open Open Open Open Open Open Open Open
10/11/2019	525848	10000123	Marilyn D.Walker	8-20-19 191038SM 8-20-19 191039SM 8-26-19 1913500M 8-26-19 CF 9-20-19 am 9-30-19 19-0303SM 9-30-19 19-0475SM 9-30-19 190376SM 9-30-19 190414-SM 9-30-19 190443-SM 9-30-19 1873695SM	40.00 40.00 40.00 40.00 240.00 80.00 104.00 275.00 128.00 60.00 116.00 <u>1,163.00</u>	Open Open Open Open Open Open Open Open Open Open Open
10/11/2019	525849	10004366	MGM Legal, PLLC	9-16-19 1901160M 10-4-19 AM	80.00 240.00 <u>320.00</u>	Open Open
10/11/2019	525850	10004329	Nachawati Law, PLLC	9-23-19 PM	240.00	Open
10/11/2019	525851	10003945	Nancy Anne Plasterer	9-25-19 PM	240.00	Open
10/11/2019	525852	10001088	Nelco Supply Co.	10093743 10093756 10093977	135.40 91.50 65.60 <u>292.50</u>	Open Open Open
10/11/2019	525853	10004288	Nelson Masonry & Construction, Inc	10-4-19	4,985.00	Open
10/11/2019	525854	10004381	North American Construction Ent.LLC	Appl#2	96,708.15	Open
10/11/2019	525855	00002197	Nowak & Fraus, PLLC	101617 - 8/25/19 101618- 8/25/19	17,940.00 14,702.50 <u>32,642.50</u>	Open Open
10/11/2019	525856	00000596	NTH Consultants, Ltd	619860 - 9/6/19	1,520.00	Open

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10/11/2019	525857	00002221	Oakland County Executive Office	2019-0930Brownsfield	61,877.89	Open
10/11/2019	525858	00002229	Oakland County Road Commission	116570	217.28	Open
				116455	14,794.16	Open
					15,011.44	
10/11/2019	525859	10004254	Oakland University	E18779	2,134.00	Open
10/11/2019	525860	10004333	Pipeline Management Company, Inc.	2019-135	6,070.50	Open
10/11/2019	525861	00002317	Plante & Moran, PLLC	1737251	7,000.00	Open
				1737168	24,100.00	Open
					31,100.00	
10/11/2019	525862	00010593	Praxair Distribution, Inc.	91825700	109.67	Open
10/11/2019	525863	00002451	Richard Taylor	9-23-19 am	240.00	Open
				9-18-19 AM	240.00	Open
				10-2-19 AM	160.00	Open
					640.00	
10/11/2019	525864	10004389	Rucker & Associates, P.C.	9-23-19PM	240.00	Open
10/11/2019	525865	00013067	Scott C. Kozak, Attorney at Law	9-17-19 191001SM	75.00	Open
				9-17-19 190637SM	40.00	Open
				9-17-19 19001SM	160.00	Open
				9-17-19 191005SM	160.00	Open
				9-17-19 191148SM	40.00	Open
				9-17-19 1873304SM	75.00	Open
				9-18-19 19 1113 SM	40.00	Open
				9-29-19 19-1148SM	46.40	Open
					636.40	
10/11/2019	525866	10002813	Sehi Computer Products, Inc.	SRV0036755	238.00	Open
10/11/2019	525867	00002548	Service Glass Co., Inc.	241096	142.63	Open
10/11/2019	525868	00013050	Stacy A. Drouillard	9-30-19 PM	240.00	Open
10/11/2019	525869	00013050	Stacy A. Drouillard	9-17-19 191521OM	75.00	Open
				9-17-19 17146586OM	75.00	Open
				9-25-19 AM	240.00	Open
				9-30-19 191521OM	16.00	Open
				10-1-19 19-0897SM	40.00	Open
					446.00	
10/11/2019	525870	00002630	State of Michigan	2019-0930SET	191.69	Open
10/11/2019	525871	REFUND DEP	Tarsha Bridges-Williams	R#81457-220784	100.00	Open
10/11/2019	525872	10004140	Techniserve Inc.	39579	530.00	Open
10/11/2019	525873	10004043	The Iron Barn	0725	250.00	Open
10/11/2019	525874	00000275	The Law and Mediation Center PLLC	10-2-19 1907380M	160.00	Open
				10-2-19 AM	160.00	Open
					320.00	
10/11/2019	525875	00013076	Turner Sanitation	48398	90.00	Open
				48399	180.00	Open
				48401	180.00	Open
				48402	180.00	Open
				48403	90.00	Open

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				48404	180.00	Open
				48405	395.00	Open
				48427	91.39	Open
				48431	7.20	Open
				48432	91.39	Open
				48484	90.00	Open
					<u>1,574.98</u>	
10/11/2019	525876	00000851	Wade-Trim/Associates	M2015930	138,210.00	Open
10/11/2019	525877	10003813	Water Resource Commissioner	10-80898-00-0919	43.20	Open
				70-81023-00-0919	826.72	Open
				70-81023-00-0919	43.20	Open
				110-81011-00-0919	820.93	Open
				216-80906-08-0919	734.52	Open
				216-80907-01-0919	19.42	Open
				216-80908-00-0919	108.01	Open
				216-80909-03-0919	29.07	Open
				440-80918-08-0919	345.60	Open
				440-80919-02-0919	97.05	Open
				990-78699-00-0919	413.36	Open
					<u>3,481.08</u>	
10/11/2019	525878	10004330	Wilkerson Law, PLLC	9-24-19 1873055SM	80.00	Open
				9-24-19 191188SM	40.00	Open
				9-24-19 19-922SM	120.00	Open
				9-24-19 190956SM	120.00	Open
				9-24-19 PM	240.00	Open
				10-1-19 190956SM	40.00	Open
				10-1-19 MT	40.00	Open
					<u>680.00</u>	
10/11/2019	525879	00002895	Young Supply Co.	20183741-00	881.00	Open
				Total For 10/11/2019:	<u>661,737.85</u>	
				Total Paper Check:	<u>661,737.85</u>	
CONS TOTALS:						
Total of 83 Checks:					1,503,458.64	
Less 0 Void Checks:					0.00	
Total of 83 Disbursements:					<u>1,503,458.64</u>	
Bank PAYR PNC PARKING						
Check Type: EFT Transfer						
10/08/2019	51(E)	10003892	Pontiac Downtown Business Assoc Inc	September 2019	<u>5,330.00</u>	Open
				Total For 10/08/2019:	<u>5,330.00</u>	
				Total EFT Transfer:	<u>5,330.00</u>	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
PAYR TOTALS:						
Total of 1 Checks:					5,330.00	
Less 0 Void Checks:					0.00	
Total of 1 Disbursements:					5,330.00	
Bank PNCMM PNC MONEY MARKET						
Check Type: EFT Transfer						
10/08/2019	137(E)	00013053	City of Pontiac	2019-0915TD	842,250.17	V Open
Total For 10/08/2019:					842,250.17	
10/11/2019	139(E)	00013053	City of Pontiac	2019-0930TD	209,514.91	Open
Total For 10/11/2019:					209,514.91	
Total EFT Transfer:					1,051,765.08	
PNCMM TOTALS:						
Total of 2 Checks:					1,051,765.08	
Less 1 Void Checks:					842,250.17	
Total of 1 Disbursements:					209,514.91	
REPORT TOTALS:						
Total of 103 Checks:					2,566,837.22	
Less 1 Void Checks:					842,250.17	
Total of 102 Disbursements:					1,724,587.05	