## 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 December 3, 2019 6:00 P.M. 126<sup>th</sup> Session of the 10<sup>th</sup> Council

#### Call to order

**Roll Call** 

#### Authorization to Excuse Councilmembers

#### Amendments to and Approval of the Agenda

#### **Approval of the Minutes**

1. November 26, 2019

#### **Public Comment**

#### Discussion

2. Community Development Block Grant (CDBG) Program Year 2020 Proposed Project Allocation

#### **Public Hearing**

3. Community Development Block Grant (CDBG) Program Year 2020 Application

#### **Communications from the Mayor**

- 4. Department of Public Works (DPW) Janitorial Contract Update
- 5. Phoenix Center Report Update

#### Ordinances

- 6. An Ordinance to Amend Chapter 18, Animals, to add article III. Dangerous Animals (First Reading)
- 7. An Ordinance to Amend Chapter 74 Article III Preservation of Historic Buildings Ordinance to include Language and Historic District Commission Powers that are in Accordance to the Michigan Zoning Enabling Act 110 of 2006 and to Repeal Sections 74-51 through 74-62 (First Reading)

#### **Communication from the Mayor**

8. Medical Marihuana Town Hall Update

#### **Communication from the City Clerk**

9. Medical Marihuana Application Process

#### Resolutions

#### Department of Public Works (DPW)

10. Resolution to approve No-Haz Contract with Oakland County for either a "no-fee" option, or a "fee" option at a cost of \$10 to \$15 per vehicle.

#### Planning

- Resolution to approve Zoning Map Amendment request for 3111 Centerpoint Parkway, also known as Parcel Number 64-19-03-427-007, to amend site zoning from C-4 Suburban Commercial to M-1 Light Manufacturing.
- 12. Resolution to approve the vacating of Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel Numbers 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.
- Resolution to approve request to revise the Pontiac Fee Schedule, as part of the approved City of Pontiac 2019/2020 Budget to add a Fifty [\$50.00] Dollar fee for Historic District Commission Administrative review and Two Hundred Seventy Five [\$275.00] Dollar fee for each Redevelopment Liquor License Application review.
- 14. Resolution to reappoint the following individuals to the City's Planning Commission: Lucy Payne for a term ending June 30, 2023 and Ashley Fagley for a term ending June 30, 2022.

#### **Mayoral Monthly Reports**

15. Monthly Check Register

(The outstanding check registers for September 20 and 27, 2019; October 18 and 25, 2019 have been posted on the website and are attached as well as the check registers for November 1, 8, 15 and 22, 2019.)

- 16. Staff Changes Report
- 17. City Credit Card Statement

#### Adjournment

# #1 MINUTES

#### Official Proceedings Pontiac City Council 124<sup>th</sup> Session of the Tenth Council

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, November 26, 2019 at 12:00 p.m. by Council President Kermit Williams.

Call to Order

Invocation – Mattie Hatchett

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.

19-576 Motion to move item #7 (resolution to approve VEBA) after approval of the minutes and allow for public comment on this item. Moved by Councilperson Waterman and second by Councilperson Pietila.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, G. Williams, K. Williams and Carter No: None **Motion Carried.** 

19-577 **Motion to postpone items #14 & #15 for two weeks.** Moved by Councilperson Waterman and second by Councilperson G. Williams.

Ayes: Pietila, Taylor-Burks, Waterman, G. Williams, K. Williams, Carter and Miller No: None **Motion Carried.** 

19-578 **Motion to postpone item #13 until the second week in January.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Ayes: Taylor-Burks, Waterman, G. Williams, K. Williams, Carter, Miller and Pietila No: None **Motion Carried.** 

19-579 Motion to add-on a Resolution for Agenda Items due on Wednesday, November 27,2019 by 5:00 p.m. Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

1

Ayes: Waterman, G. Williams, K. Williams, Carter, Miller, Pietila and Taylor-Burks No: None **Motion Carried.** 

19-580 **Approve the agenda as amended.** Moved by Councilperson Pietila and second by Councilperson G. Williams.

Ayes: G. Williams, K. Williams, Carter, Miller, Pietila, Taylor-Burks and Waterman No: None **Motion Carried.** 

19-581 **Approval of meeting minutes for November 19, 2019.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Ayes: K. Williams, Carter, Miller, Pietila, Taylor-Burks, Waterman and G. Williams No: None **Motion Carried.** 

Four (4) individuals addressed the body during public comment regarding VEBA.

19-582 Resolution to approve VEBA documents; and authorize Mayor and Irwin Williams, Acting Finance Director to execute the City of Pontiac VEBA Declaratory Trust Agreement: and pursuant to the terms of the Settlement Agreement to appoint an Individual to serve as a trustee under the City of Pontiac VEBA Declaratory Trust Agreement; and to authorize the Mayor to execute the City of Pontiac Retiree Group Health Insurance Plan and direct Miller Canfield to submit all IRS documents; and authorize a trustee of the City of Pontiac's VEBA Trust to authorize Miller Canfield to submit the City of Pontiac VEBA Trust Application for Recognition of Exemption Under Section 501 (a) (Form 1024); and authorize payment of all necessary IRS filing fees with the above referenced submissions. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

WHEREAS, the City of Pontiac's ("City") attorneys, Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), presented a letter relating to effectuating the terms of the settlement agreement entered into between the City and a class of retirees as to City funding for retiree health benefits in the United States District Court for the Eastern District of Michigan Case No. 2:12-cv-12830, which was given final approval by the court on November 19, 2018 ("Settlement Agreement"); WHEREAS, the letter includes a proposed City of Pontiac VEBA Declaratory Trust Agreement and corresponding City of Pontiac Retiree Group Health Insurance Plan ("VEBA Documents"); WHEREAS, the City Council has reviewed and discussed the VEBA Documents; and WHEREAS, to effectuate the terms of the Settlement Agreement, the following resolutions are hereby adopted:

THEREFORE, BE IT RESOLVED, that the VEBA Documents are approved in their proposed substantive form;

2

BE IT FURTHER RESOLVED, that Dr. Deirdre Waterman, Mayor of the City of Pontiac and the acting Finance Director of the City of Pontiac are authorized to execute the City of Pontiac VEBA Declaratory Trust Agreement on behalf of the City;

BE IT FURTHER RESOLVED, that pursuant to the terms of the Settlement Agreement, the City Council appointed Linda Watson to serve as a trustee under the City of Pontiac VEBA Declaratory Trust Agreement.

BE IT FURTHER RESOLVED that Dr. Deirdre Waterman, Mayor of the City of Pontiac is authorized to: 1. Execute the City of Pontiac Retiree Group Health Insurance Plan; and

2. Execute and authorize Miller Canfield to submit to the Internal Revenue Service (a) the City of Pontiac General Employees' Retirement System Application for Determination for Terminating Plan (Form 5310); (b) the City of Pontiac Reestablished General Employees' Retirement System Application for Determination for Employee Benefit Plan (Form 5300); and (c) a private letter ruling request related to the terms of the Settlement Agreement;

BE IT FURTHER RESOLVED that the filing fees associated with the above referenced submissions to the Internal Revenue Service are authorized to be paid to the Internal Revenue Service by the City.

Ayes: Carter, Miller, Pietila, Taylor-Burks, Waterman, G. Williams and K. Williams No: None **Resolution Passed.** 

19-583Resolution to name Claudia Fuller a Trustee of the City of Pontiac VEBA Trust.Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Be It Resolved that Claudia Filler, a Trustee of the City of Pontiac VEBA Trust, is authorized to execute and authorize Miller Canfield to submit the City of Pontiac VEBA trust Application for Recognition of Exemption Under Section 501 (a) (Form 1024) with the Internal Revenue Service.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, G. Williams, K. Williams and Carter No: None **Resolution Passed.** 

#### Subcommittee Reports

Received Department of Public Works (DPW) on November 21, 2019

Received Finance on November 12, 2019

#### **Special Presentations**

Pontiac Transportation Museum Presentation Presenters: Rick David and Terry Connolly

Low-Income Tax Credit Development for Carriage Circle Presentation Presenter: Ahmad Taylor, Executive Director, Pontiac Housing Commission \*\*Council stated that they will issue support letter for Carriage Circle\*\*

#### Recognition of Elected Officials - Mattie Hatchett, Library Board

#### Agenda Address – Claudia Filler and Billie Swazer

19-584 **Resolution honoring Eugene Jackson.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, it is the sense of this legislative body to pay proper tribute to individuals of remarkable character whose lives have been dedicated to uplifting, inspiring and empowering the community; and, Whereas, it is feelings of the deepest regret that the Pontiac City Council mourns the passing of Eugene Jackson aka "Gene" a giving and loyal member of this community; and,

Whereas, Eugene Jackson was born on March 12, 1946 in Rutherford, Alabama to the late Rosie Lee and Willie Jackson; and,

Whereas, Eugene Jackson with two of his brothers, migrated from Florida to Michigan, where he obtained employment with General Motors and where he subsequently retired some 30 years later; and, Whereas, Eugene Jackson was a self-taught visionary who was driven by a fearless entrepreneurial spirit:

Whereas, Eugene Jackson was a self-taught visionary who was driven by a fearless entrepreneurial spirit; and,

Whereas, Eugene Jackson put his ambitious nature to work and created a food truck called the "Muncho Man" which could often times be found at Beaudette Park, also known as the "Mill Damn"; and,

Whereas, Eugene Jackson was truly guided by his own principal, "a man will take a risk, if you never take a risk, you are not a man"; and,

Whereas, Eugene Jackson was so successful with Munch Man, that in 1988, he not only expanded the business by purchasing a block property on Auburn Avenue in the City of Pontiac which is the current location for Gene's Rib Shack, but he and his wife Debra, became the first African-American couple to own and operate a liquor store in Pontiac; and,

Whereas, in 2004, Eugene Jackson received the Outstanding Business Award from the City of Pontiac; and,

Whereas, Eugene Jackson was a selfless leader who always assisted people in need and provided job opportunities to those who requested a second chance; and,

Whereas, Eugene Jackson enjoyed working on cars, watching his favorite show, "Sanford and Son," telling stories and sharing life lessons which included his own personal experiences.

Now, Therefore Be It Resolved, that the Pontiac City Council and members of this great community will greatly miss Eugene Jackson aka "Gene", as his life was a portrait of service, a legacy that will long endure the passage of time and will remain as a comforting memory to all those whose lives he touched; we give our sincerest condolences to the family and friends of Eugene Jackson aka "Gene."

Ayes: Taylor-Burks, Waterman, G. Williams, K. Williams, Miller and Pietila No: None **Resolution Passed.**  19-585 Resolution to authorize the agreement between SRT Consulting, LLC and the City for SRT Consulting, LLC to serve as the Professional Expert-Financial 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 \$120,000.00. Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Be It Further Resolved that the Pontiac City Council authorizes the agreement between SRT Consulting, LLC and the City of Pontiac for SRT Consulting, LLC to serve as the Professional Expert-Financial 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 \$120,000.00.

Ayes: Taylor-Burks, Waterman, G. Williams, K. Williams, Carter, Miller and Pietila No: None **Resolution Passed.** 

19-586 Resolution to authorize the agreement between Kesto Law, P.L.L.C. and the City for Kesto Law, P.L.L.C. 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 \$10,500.00. Moved by Councilperson Waterman and second by Councilperson Pietila.

Be It Further Resolved that the City Council authorizes the agreement between Kesto Law, P.L.L.C. and the City for Kesto Law, P.L.L.C. 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 \$10,500.00.

Ayes: Waterman, G. Williams, K. Williams, Carter, Miller, Pietila and Taylor-Burks No: None **Resolution Passed.** 

\*\*Discussion regarding Custodial Services for the City of Pontiac\*\*

19-587Motion to call for the vote to extend current cleaning contract with KrystalCleaning until December 18, 2019. Moved by Councilperson Waterman and second by CouncilpersonTaylor-Burks.

Ayes: G. Williams, K. Williams, Carter, Miller, Taylor-Burks and Waterman No: Pietila **Motion Carried.** 

19-588 Motion to extend current cleaning contract with Krystal Cleaning until December 18, 2019. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None Motion Carried.

19-589 Resolution to schedule two public hearings on December 10, 2019. A public hearing to establish an Industrial Development District for Challenge Manufacturing Company, LLC 2501 CenterPoint Parkway, parcel 19-03-200-021. A public hearing to consider an Application for Industrial Facilities Tax Exemption Certificate for Challenge Manufacturing Company, LLC 2501 CenterPoint Parkway, parcel 19-03-200-021. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, Challenge Manufacturing Company LLC has submitted an Application for an industrial Facilities Tax Exemption Certificate to expand the automotive supplier production and operation facility at 2501 CenterPoint Parkway; and

Whereas, Application has been sent to the Office of the City Clerk for certification, and Whereas, before acting on said Application, the City must establish an Industrial Development District for parcel 64-19-03-200-021 as provided in PA 198 of 1974. The legal description for the parcel is attached; and,

Whereas, the Plant Rehabilitation and industrial Development Act [Industrial Facilities Tax Exemption Certificate] 198 of 1974, as amended, MCL 207.554 requires that before adopting a resolution establishing an Industrial Development District, the governing legislative body conduct a public Hearing. Now, Therefore, Be It Resolved, that the Pontiac City Council, direct the Interim City Clerk to schedule two Public Hearing on December 10, 2019 in accordance with the Pant Rehabilitation and Industrial Development Act [Industrial Facilities Tax Exemption Certificate] 198 of 1974, as amended, MCL 207.554. The first public hearing will be to establish the Industrial Development District. Immediately following would be the Public Hearing on Industrial Facilities Tax [IFT] Exemption Certificate Application. The Interim City Clerk is instructed to notice the public, property owner and applicable taxing jurisdictions for both Public Hearings.

> Ayes: Pietila, Taylor-Burks, Waterman, G. Williams and K. Williams No: Carter and Miller **Resolution Passed.**

Council President Kermit Williams and Councilwoman Patrice Waterman left the meeting. Council President Pro-Tem Randy Carter proceeded over the meeting.

#### Communication from the Mayor

Received Phoenix Center Update

Four (4) individuals addressed the body during regular public comment.

19-590 **Resolution for Agenda Items for the next Council Meeting to be received no later than Wednesday, November 27, 2019 at 5:00 p.m. (Agenda Add-on.)** Moved by Councilperson Taylor-Burks and second by Councilperson G. Williams.

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

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

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

Whereas, the City will be closed on Thursday, November 28, 2019 and Friday, November 29, 2019 in observance of Thanksgiving.

Now, Therefore, Be it Resolved, that the agenda items for the December 3, 2019 City Council Study Session will need to be provided to the City Clerk no later than 5:00 p.m. on Wednesday, November 27, 2019.

Ayes: Miller, Pietila, Taylor-Burks, G. Williams and Carter No: None **Resolution Passed.** 

Mayor Waterman, Interim City Clerk Garland Doyle, Councilwoman Mary Pietila, Councilman George Williams, Councilwoman Doris Taylor-Burks, Councilwoman Gloria Miller and President Pro-Tem Randy Carter made closing comments.

Council President Pro-Tem Randy Carter adjourned the meeting at 3:20 p.m.

GARLAND S. DOYLE INTERIM CITY CLERK

# #2 Discussion



DEPARTMENT OF COMMUNITY DEVELOPMENT

## MEMORANDUM

RE:	Recommended Project Allocations for Community Development Block Grant (CDBG) Program Year (PY) 2020.
DATE:	November 27, 2019
CC:	Irwin Williams, Chief Financial Officer, and Jessica Massey, Purchasing Agent
FROM:	Jane Bais DiSessa, Deputy Mayor
TO:	Honorable Mayor and City Council

The City of Pontiac's application for the Community Development Block Grant Program Year 2020 is due to Oakland County on December 13, 2019. A total allocation of \$799,257.00 is projected for CDBG Program Year (PY) 2020.

The following projects are recommended for CDBG PY 2020:

- \$250,000 (Pontiac Public Housing Authority): These are funds to help Pontiac Housing Commission with their RAD project.
- \$234,257 (Sidewalks): This project will continue the City's efforts to address residential sidewalk replacement. Pending bids received, it is estimated that we may be able to replace 500 flags (i.e. concrete slabs 5' X 5').
- \$50,000 Public Service General (Seniors): This project will continue the City's efforts to assist Senior Citizens to "age in place" and continue an independent lifestyle
- \$265,000 (Senior Centers): This project is to fund the replacement of the parking lots for Robert Bowen's and Ruth Peterson's Senior Centers.

Let me know if any questions arise.

JBD

# #3 PUBLIC HEARING



**DEPARTMENT OF COMMUNITY DEVELOPMENT** 

## MEMORANDUM

RE:	Recommended Project Allocations for Community Development Block Grant (CDBG) Program Year (PY) 2020.
DATE:	November 27, 2019
CC:	Irwin Williams, Chief Financial Officer, and Jessica Massey, Purchasing Agent
FROM:	Jane Bais DiSessa, Deputy Mayor
TO:	Honorable Mayor and City Council

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Let me know if any questions arise.

JBD

# #4 COMMUNICATION FROM THE MAYOR



# CITY OF PONTIAC OFFICIAL MEMORANDUM

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

- **FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of John V. Balint, Director of Public Works/City Engineer
- DATE: November 27, 2019

#### RE: Custodial Contract Options

The Department of Public Works has publically advertised and bid the Custodial Contract and has presented its recommendations to both the Executive Office and the City Council. In recent weeks, there has been additional discussion regarding insourcing the custodial services in two of the City buildings, namely City Hall and the Sheriff Substation. On Wednesday, November 27, City staff presented three options to Council President and Ms. Sharpe. Those options are detailed on the attached page.

In summary, the three options are:

- 1. Outsource Custodial Services for all City Buildings: \$228,126.74
- 2. Insource Custodial Services for all City Buildings: \$717,196.00
- 3. Hybrid (Insource two buildings/Outsource 5 buildings): \$406,924.00

It remains the recommendation of the Department of Public Works that this contract be outsourced as this the most cost effective option. Additionally, it is the best operationally as detailed in the letter from Mayor Waterman dated November 25, 2019.

Please review the attached information so that we may discuss how to move forward with custodial services for the City buildings.

JVB

attachments

#### In-House Custodial Costs

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Expenses			
Salaries, Taxes & Fringes			
Salaries			
Full Time-Regular Hours	7 fulltime @ \$15 per hour	218,400	
Part-Time Salaries	3 Part-time 20 hours per week@\$15	46,800	
Supervisor	\$20 per Hour	41,600	
Overtime	Full time & Supervisor Only	52,000	
		·	358,800
		**************************************	
Payroll Taxes			
FICA/Medicare	FICA/Medicare 7.65%	27,448	
	FUTA	· 616	
	SUTA	3,465	31,529
Fringe Benefits	\$16,000 per employee	· · · · · · · · · · · · · · · · · · ·	128,000
Total Salaries/taxes & Fringes			518,329
Depreciation Equipment	\$30,000 depreciated over 5 years		6,000
Depreciation Van	New Van \$26,000 depeciated over 3 years	<u> </u>	8,667
Janitorial Supplies	\$1,000 per month per building		84,000
Insurance -Liability			17,500
Uniforms	5 uniforms per person	ter e za kon	5,500
Equipment Maintenance		· · · · · · · ·	12,000
Administrative Overhead Alloc	ation		65,200
			747 400

717,196

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# Hybrid of In-House and Outsourced Custodial Services

		T	otal Cost	In	House Cost	Out	source Cost
Expenses				_			
Salaries, Taxes & Fringes							
Salaries							
Full Time-Regular Hours	2 fulltime @ \$15 per hour	\$	62,400	\$	62,400		
	2 Part-time 20 hours per week@\$15 to			1	1		
Part-Time Salaries	cover for Full time on vacation, sick etc	\$	31,200	\$	31,200		
Overtime		\$	12,480	\$	12,480		
· · · · · · · · · · · · · · · · · ·	an a the second seco	\$	106,080	\$	106,080	 	
Payroll Taxes	4						· · · · · ·
FICA/Medicare	FICA/Medicare 7.65%	\$	8,115	\$	8,115		
i.	FUTA	\$	224	\$	224		
	SUTA	\$	1,260	\$	1,260		
i		\$	9,599	\$	9,599		
	· · · · · · · · · · · · · · · · · · ·						
Fringe Benefits	\$16,000 per employee	\$	32,000	\$	32,000		
Total Salaries/taxes & Fringes	· · · · · · · · · · · · · · · · · · ·	\$	147,679	\$	147,679		
Other Costs							
Equipment Purchases		\$	10,000	\$	10,000		
Depreciation Equipment	\$10,000 depreciated over 5 years	\$	2,000	\$	2,000		
Van Purchase	··· · · · · · · · · · · · · · · · · ·	\$	26,000	\$	26,000		
Depreciation Van	\$26,000 over 5 years	\$	5,200	\$	5,200		
Janitorial Supplies	\$1,000 per month per building	\$	24,000	\$	24,000		
Uniforms	5 uniforms per person	\$	1,000	\$	1,000		
Equipment Maintenance		\$	6,000	\$	6,000		
Outsourced Cleaning Contract		\$	162,857			\$	162,857
Administrative Overhead Charge	10% Charge HR and Other Departments	\$	22,188	\$	22,188		
Total Other Costs		\$	259,245	\$	96,388	\$	162,857
Total Costs		\$	406,924	\$	244,067	\$	162,857

# #5 COMMUNICATION FROM THE MAYOR



# **Financial Services – Purchasing Division**

NOTICE

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

# REQUEST FOR PROPOSALS FOR THE LEASING, MANAGEMENT, OR PUBLIC PRIVATE PARTNERSHIP

OF THE

### PHOENIX CENTER FACILITY

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

Firm Name:	
Project Name:	
Firm's Contact Person:_	
Telephone Number:	
Fax Number:	
E-Mail Address:	
Postal Address:	

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

City of Pontiac 47450 Woodward Ave Pontiac, MI 48342



# **Financial Services – Purchasing Division**

#### NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on *Monday, December 16<sup>th</sup> 2019 at 2:00 pm* prevailing local time in the City Hall Lion's Den Conference Room at 47450 Woodward Ave for:

#### LEASING, MANAGEMENT, OR PUBLIC PRIVATE PARTNERSHIP

#### OF THE PHOENIX CENTER FACILITY

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave, Pontiac, MI 48342 by **2:00 pm December 16<sup>th</sup> 2019**. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

### Sealed bid: <u>Leasing, Management, or Public Private Partnership of The Phoenix</u> <u>Center Facility</u>

For Opening: Monday, December 16th 2019 at 2:00 pm

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

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

#### Purchasing: http://www.pontiac.mi.us/departments/finance/purchasing.php

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

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

If you have any questions regarding this RFP, please contact the Purchasing Agent at (248) 758-3120.

City of Pontiac 47450 Woodward Ave Pontiac, MI 48342

#### 1. INSTRUCTIONS TO BIDDERS

#### 1.1 Bids to be Received

Sealed bids for the Parking Lot Services will be received at the Office of the City Clerk of the City of Pontiac, Michigan **until 2:00** pm December 16<sup>th</sup> 2019, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "Leasing, Management, or Private Public Partnership of The Phoenix Center

<u>Facility</u>", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac, 47450 Woodward, Pontiac, MI 48342.

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

#### 1.2 Examination of Bid Documents

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

#### 1.3 Withdrawal of Bids

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

#### 1.4 <u>Bid Form</u>

Each bid shall be made on the form provided, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Alternate written proposals will not be accepted.

#### 1.5 <u>Selection Process</u>

#### 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	December <u>2</u> , 2019 at 5:00pm ET		
Responses to Proposer's Questions Posted	December <u>9</u> , 2019 at 5:00pm ET		
PROPOSALS DUE	December <u>16</u> , 2019 at 2:00pm ET		
Selection Committee Screening of Proposals	Weeks of December <u>23</u> and <u>30</u> , 2019		
Notification of Short-Listed Proposers	January <u>3</u> , 2019		
Pre-Registration Deadline for Mandatory Tour	January <u>8</u> , 2020		
Mandatory Tour	January <u>15</u> , 2020		
In-Person Interviews	January <u>16th-17th</u> , 2020		
Sealed BAFO Due	January 22, 2020		
BAFO Evaluation	January <u>24</u> , 2020		
Letter of Intent Executed with Selected Proposer	To be Determined		
City Council Approval	To be Determined		

#### **B.** Proposer's Questions

At or before 5:00 pm ET on December 2, 2019, Proposers may submit written requests of clarification of this RFP and/or questions to the City by utilizing the form provided in Appendix 4 of this RFP and submit the completed form via email to [JMassey@pontiac.mi.us]. 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 December 9, 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 on January 15, 2020. 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 5 of this RFP and submit the completed form via email to [JMassey@pontiac.mi.us] on or before January 8, 2020. 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.

#### 1.6 Bid Bond

A bid bond is not required.

#### 1.7 Pre-Bid Meeting

A Pre-Bid Meeting is not required.

#### 2. TERMS AND CONDITIONS

#### 2.1 Laws and Municipal Ordinances, Permits

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

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

#### 2.2 Non-Discrimination

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

#### 2.3 Indemnification

To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; or, (ii) is caused in whole or in part by any act or omission of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

#### 2.4 Jurisdictional Authority

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

#### 2.5 <u>Severability</u>

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

#### 2.6 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to: (1)Pontiac resident employees regardless of where they work for the employer; and (2) Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac.

#### 2.7 <u>Compensation and Payment</u>

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

a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.

b. Contractor must submit price lists in accordance with bid requirements.

c. All invoices will be original.

d. Invoices will prominently display the requisition or purchase order number, if applicable. e. Invoice will be signed by the City of Pontiac individual responsible for the contract authorizing payment.

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

Payment Terms - Net 30

#### 2.8 <u>General Conditions</u>

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

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

All funds must be quoted in US dollars

#### 2.9 **Quotations/Proposals**

#### 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 2:00 PM ET ON December 16, 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 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.

#### 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 30% of total score) and; 3) BAFO (weighted 50% 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
  - 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
  - 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:

- 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

f. List and explanation of any litigations arising from similar projects within the last 10 years.

#### 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.

#### 2.10 Minor Deviations

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

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

#### 2.11 Bonds and Insurance

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

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

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

**Commercial General Liability Insurance:** The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ <u>10,000,000</u> per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

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

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

**Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: <u>Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI</u> <u>48342.</u> **Proof of Insurance Coverage:** The Contractor shall provide the City of Pontiac at the time the contracts are returned by for execution, certificates and policies as listed below:

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. If so requested, Certified Copies of all policies mentioned above will be furnished.

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

#### 2.12 <u>Performance Bond</u>

No performance bond shall be required.

#### 2.13 Payment Bond

No payment bond shall be required.

#### 2.14 Maintenance and Guarantee Bond

No maintenance and guarantee bond shall be required.

#### 2.15 <u>Subcontracting</u>

The City of Pontiac will not allow subcontracting for this agreement. All persons working on this project shall be employees of the Bidder as defined by law.

#### 3. DESCRIPTION OF SERVICES

#### 3.1 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 and 2014-139761-CH 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.

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 2,250 parking spaces in 874,000 square feet and an amphitheater located atop the parking structure consists of a stage, seating for 1,000, and concession stands in 292,000 square feet. The Phoenix Center is owned by the City but has been closed since 2011.

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 2011, 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.

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	\$14,616,785	\$1,968,254	\$16,585,039

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

#### **Project Components**

Proposals in response to this RFP must address how it will deliver <u>at least one</u> 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.

#### 3.2 <u>TERM OF CONTRACT</u>

The length of contract shall be proposed by the contractor with an explanation of the basis of proposal. City hall shall have the option to extend the contract at its discretion, subject to mutual agreement in writing by the parties.

#### 3.3 NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor without prior written consent of the City.

#### 3.4 CITY RULES

Employees of Contractor shall comply with all instructions, and building regulations issued by representative of the City of Pontiac.

## 3.5 PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or

retainage.

## 4. OTHER CONSIDERATIONS AND RESERVATION OF RIGHTS

## 4.1 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.

## 4.2 **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 6 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.

## THIS ENDS THE ABOVE SECTION

## FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

## FORM OF PROPOSAL

\_\_\_\_\_, 2019

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

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

**NOTE:** This proposal is solicited on a unit price or lump sum for work actually completed.

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

BIDDER ACKNOWLEDGES RECEIPT OF ANY ADDENDUM: (if issued)

ADDENDUM NO: \_\_\_\_\_\_Dated: \_\_\_\_\_

Bid amounts are to be expressed as a unit price on a per cut basis as specified in the Bid Proposal Form. Bid Prices are to include cost of all labor, materials, equipment, insurance and bonds necessary to comply and perform under these specifications. Prices for individual properties may be requested for selected properties.

## **Related Project Experience:**

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last t (5) years:

1) Project Title:		
Project Location:		
Client's name:		
Contact name, title, and telephone number:		
2) Project Title:		
Project Location:		
Client's name:		
Contact name, title, and telephone number:		
3) Project Title:		
Project Location:		
Client's name:		
Contact name, title, and telephone number:		

If you require more room, please submit information on another sheet.

Leasing, Management or Private Public Partnership of the Phoenix Center Facility

### **CITY OF PONTIAC - BID PROPOSAL**

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

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

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

Company Name:		
Address:		
Representative Signature:		
Print Name:		
Title:		
Office #	Cell <u>#</u>	
FAX#		
Federal Tax Identification Number:		
Date:		

#### SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into effective as of the <u>/</u> day of November, 2018 (the "Effective Date"), by and among OTTAWA TOWER II, LLC, a Michigan limited liability company, and the NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN & TRUST, a California pension and profit sharing trust, (individually a "Plaintiff" and collectively herein "Plaintiffs" or "Ottawa Towers"), and the CITY OF PONTIAC, a Michigan municipal corporation, ("City"), LOUIS SCHIMMEL, an individual formerly acting as the Emergency Manager of the City of Pontiac, ("Emergency Manager"), OAKLAND COUNTY ("County"), a Michigan municipal corporation, and the OAKLAND COUNTY BUILDING AUTHORITY ("Building Authority"), a Michigan building authority, (collectively herein "Defendants"). The Plaintiffs and Defendants are hereinafter individually a "Party" and collectively the "Parties."

#### RECITALS

A. On October 30, 1979, the City, the Pontiac Downtown Development Authority, and the Downtown Pontiac Development Company entered into a Comprehensive Development Agreement ("Development Agreement"), recorded at Liber 7770, Page 127, Oakland County Records, that required, among other obligations, that the developer construct a parking deck (the "Deck"), a plaza (the "Plaza"), and other improvements on the public sites of a certain parcel of land located in the City of Pontiac, now commonly known as the "Phoenix Center."

**B.** The Development Agreement provided that the City would convey certain parcels of land within the project area to the developer to develop various buildings on the private sites within the project area including, but not limited to, two office buildings that are now known as the Ottawa Towers.

C. On May 8, 1980, a Declaration of Easements ("Declaration of Easements") was executed and recorded at Liber 7788, Page 01, Oakland County Records, that created certain easements and other rights and obligations as referenced therein.

**D.** The Ottawa Towers office buildings are now owned by Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan and Trust,

E. On July 5, 2012, the City's Emergency Manager issued Order S-221 Regarding the Approval to Request the County of Oakland to Approve the Demolition of the Phoenix Center. Thereafter, in July 2012, the Ottawa Towers commenced litigation against Defendants to prevent the demolition and to assert related claims against the Defendants (Oakland County Circuit Court Case No. 12-130331-CH, the "2012 Case"). The City and County filed counterclaims against the Ottawa Towers. On November 30, 2012, the Oakland County Circuit Court Circuit Court entered a preliminary injunction preventing the demolition of the Phoenix Center, among other relief. At the time the case was commenced, the Building Authority held title to the Phoenix Center. However, during the pendency of the case, the Building Authority transferred title to the Phoenix Center back to the City, and thereafter the County dismissed its counterclaim.

F. On March 28, 2014, the City filed a condemnation action against the Ottawa Towers, among others, relating to the Phoenix Center (Oakland County Case No. 14-139761-CC, the "2014 Case"). The City's condemnation action was dismissed in October 2014 by the Oakland County Circuit Court, which dismissal was thereafter affirmed upon appeal; however, the Ottawa Towers' claim for reimbursement of attorney fees and costs under MCL 213.66 remains pending. Both the 2012 Case and the 2014 Case are referred to herein as the "Litigation."

G. The Parties participated in mediation facilitated by the Hon. Gerald Rosen (retired), and the Parties agreed upon the material terms of the settlement of their disputes in the form of a Proposed Term

Sheet dated April 30, 2018 ("Proposed Term Sheet"). Based upon the Proposed Term Sheet, the Parties now desire to memorialize the settlement by this Agreement which shall control and which has been duly authorized by all Parties and, as necessary, their duly authorized officials or agents.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties agree as follows:

#### 1.0 PARTIES TO THIS AGREEMENT

1.1 As used in this Agreement, "Plaintiffs" shall include Ottawa Tower II, LLC, and North Bay Drywall, Inc. Profit Sharing Plan and Trust, their respective owners, managers, employees, officers, trustces, members, agents, attorneys, past and present, and their successors and assigns. The signatories for Plaintiffs acknowledge and represent that they have been duly authorized by their respective entities to execute this Agreement and are acting in their official capacity.

1.2 As used in this Agreement, "Defendants" shall include the City, the Emergency Manager, the County and the Oakland County Building Authority and their elected officials, emergency managers, appointees, employees, insurers, representatives, agents, attorneys, past and present, and their successors, and assigns. The signatories for Defendants acknowledge and represent that they have been duly authorized by their respective entities to execute this Agreement and are acting in their official capacity. The City represents that no approval is required from the State of Michigan, the Michigan Department of Treasury or any Transition Advisory Board.

## 2.0 CONSENT JUDGMENT, DISCHARGE OF LIENS AND DISMISSAL OF OAKLAND COUNTY DEFENDANTS.

2.1 The Parties agree that the consent judgment in substantially the same form attached hereto as Exhibit 1 (the "Consent Judgment") and the Stipulation and Order for Dismissal With Prejudice as to Defendants Oakland County and Oakland County Building Authority, only, also attached as Exhibit 1 shall be submitted to the Court for entry upon execution of this Agreement in resolution of all pending claims and closes Case No. 12-130331-CH. The Stipulated Order for Dismissal also attached hereto as Exhibit 1 shall be submitted to the Court for entry upon execution of this Agreement in resolution of all pending claims and closes Case No. 14-139761-CC. Prior to submission of the Consent Judgment and the Stipulated Order for Dismissal to the Court, the City shall pay in full to Plaintiffs' counsel the settlement payments as set forth in Section 3.1.1, 3.1.3, and the first installment payment set forth in Section 3.1.2. Plaintiffs' counsel shall hold the settlement payments in escrow in the Maddin Hauser Roth & Heller, PC-IOLTA Client Trust Account until the Consent Judgment and the Stipulated Order of Dismissal are entered by the court and, upon entry, Plaintiffs' counsel is authorized to disburse the settlement payments to Plaintiffs. By entering into this Agreement, no Party admits to any wrongdoing, liability, or responsibility for damages of any kind whatsoever.

2.2 Concurrently upon payment in full by the City of the amounts set forth in Section 3.1.1, 3.1.3 and the first installment payment set forth in Section 3.1.2and disbursement of such funds to Plaintiffs, Plaintiffs shall discharge and release any and all existing liens that Plaintiffs have filed against the Phoenix Center. The discharge and release of the liens shall be recorded with the Oakland County Register of Deeds at the expense of the Plaintiffs. Any future lien claims after the Effective Date of this Agreement shall be subject to conclusion of the alternative dispute resolution process established in Section 6.4, below, prior to the filing of the liens.

#### 3.0 PAYMENTS

3.1 In consideration of the immediate discharge of all liens and encumbrances on the Phoenix Center as provided herein at Section 2.2, and the full, final and absolute release of all claims described in Section 4.0 Release and Waiver of Claims, the City shall pay Ottawa Towers II, LLC and North Bay Drywall, Inc. Profit Sharing Plan & Trust, jointly and severally, a total of Seven Million Three Hundred and Fifty Thousand Dollars and 00/100 (\$7,350,000.00), without any offset or deduction for any reason, in the manner and form as provided below:

**3.1.1** Three Million Five Hundred Thousand Dollars (\$3,500,000.00) (the "Initial Payment") shall be paid upon the execution of all settlement documents, including the Consent Judgment to be entered in Oakland County Circuit Court Case No. 12-130331-CH, with One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) paid to Ottawa Tower II, LLC, and One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) paid to North Bay Drywall, Inc. Profit Sharing Plan & Trust (Charles Stephens, Trustee).

**3.1.2** Three Million Five Hundred Thousand Dollars (\$3,500,000,00) payable, to North Bay Drywall, Inc. Profit Sharing Plan & Trust (Charles Stephens, Trustee), in five (5) annual installments of \$700,000.00 ("annual installment payment(s)"), without interest, the first annual installment shall be due on the date all settlement documents are executed. No interest shall accrue on any balance due hereunder. The City may elect to pay the balance of the remaining settlement amount in full at any time. If the City fails to make any installment payment within twenty (20) days of the date that such payment is due, then the entire remaining balance shall be due and payable immediately. Upon written notice from North Bay Drywall, Inc. Profit Sharing Plan & Trust (Charles Stephens, Trustee), or its counsel, given at least 90 days before an installment payment is due, the City shall then pay some or all of the remaining installment payments to Ottawa Tower II, LLC and/or such other payee(s) as set forth in such notice.

**3.1.3** The City shall pay Plaintiffs the sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00) as full and final reimbursement for all attorney fees and costs incurred by Plaintiffs in the condemnation action, being Oakland Circuit Case No. 14-139761-CC. This reimbursement shall be paid with the Initial Payment in Section 3.1.1 above. Upon payment, Plaintiffs and the City shall submit to the court the Stipulated Order attached as Exhibit 1 to close the 2014 Case.

3.2 To secure all or a portion of the payments due to Plaintiffs in Section 3.1.2. above, the City reserves the right to issue its judgment bonds (the "Judgment Bonds") in an amount sufficient to pay all or a portion of the costs described in Section 3.1.2 above, plus the costs of issuance of the Judgment Bonds. The issuance of any Judgment Bonds shall not have any effect on the timing of payments due under Section 3.1.2.

3.3 The Parties acknowledge and represent that none of the other Parties, or their attorneys, have made any representations regarding the tax consequences of this Agreement. Each Party shall be solely responsible for any tax consequences resulting from the Agreement or the payments or other actions taken to effectuate its provisions. Any and all reporting or payment of taxes, if any, shall be governed by and in compliance with state and federal laws and regulations governing the same. Plaintiffs will provide the City with a completed Form W-9 for reporting of the payments to each of the Plaintiffs by the City to the Internal Revenue Service.

#### 4.0 RELEASE AND WAIVER OF CLAIMS BY PLAINTIFFS

4.1 Other than as set forth in this Agreement, Plaintiffs hereby forever release, waive, and discharge each of the Defendants and their agents, officers, elected officials, directors, supervisors,

emergency managers, appointees, employees, insurers, representatives, agents, attorneys, past and prescnt, in their official and/or individual capacities, and their successors, predecessors and assigns, from any and all suits, causes of action, complaints, charges, obligations, demands or claims of any kind, whether in law or in equity, either direct or indirect, and known or unknown, which Plaintiffs ever had or may have as of the Effective Date of this Agreement (hereinafter collectively referred to as "Claims") related to any of the allegations as pled in any of the versions of Plaintiffs' Complaints as filed in the Litigation described herein from the beginning of time up to and through the Effective Date of this Agreement. Plaintiffs' release and waiver of claims specifically includes, but is not limited to, the release, waiver, and discharge of the following:

**4.1.1** Any and all Claims actually pled or that could have been pled as part of the Litigation or any other action at law or in equity;

**4.1.2** Any and all Claims of alleged violations of any federal, state or local statute, ordinance, regulation, judicial precedent or executive order, including, but not limited to, claims of breach of contract, breach of declaration of easements, and/or any other applicable federal, state or local law, regulation, rule or ordinance of any kind;

**4.1.3** Any and all Claims in tort, not limited to, any claims for innocent misrepresentation, fraudulent misrepresentation, fraud, negligence, breach of implied covenant of good faith and fair dealing, misappropriation, self-dealing, defamation, libel, slander, intentional infliction of emotional distress, for emotional distress damages, breach of fiduciary duty, business torts, and all other tort claims of any kind;

**4.1.4** Any and all Claims for attorney's fees, sanctions and costs under statute, including, but not limited to MCL 213.66 and 42 USC §§ 1983 and 1988 (b) and (c), court rules or case law;

**4.1.5** Any and all Claims arising under the United States Constitution or the Michigan Constitution of 1963, as amended.

4.2 Plaintiffs acknowledge and agree that this Release and Waiver of Claims covers all of the aforementioned claims and potential claims, which arose on or accrued from the beginning of time and through the Effective Date of this Agreement, whether known or unknown, suspected or unsuspected, matured or not matured, and that this constitutes the essential basis of this Agreement. This Release and Waiver of Claims shall be read as broadly as possible such that the Defendants shall have no further obligations or liability of any sort or nature to Plaintiffs, directly or indirectly, in the existing Litigation other than as provided in this Agreement.

#### 5.0 RELEASE AND WAIVER OF CLAIMS BY DEFENDANTS

5.1 Other than as set forth in this Agreement, Defendants hereby forever release, waive, and discharge each of the Plaintiffs and their agents, trustees, members, managers, officers, directors, supervisors, employees, insurers, representatives, agents, attorneys, past and present, in their official and/or individual capacities, and their successors, predecessors and assigns, from any and all suits, causes of action, complaints, charges, obligations, demands or claims of any kind, whether in law or in equity, either direct or indirect, and known or unknown, which Defendants ever had or may have as of the Effective Date of this Agreement (hereinafter collectively referred to as "Claims") related to any of the allegations made or that could have been made in the Litigation from the beginning of time up to and through the Effective Date of this Agreement. Defendants' release and waiver of claims specifically includes, but is not limited to, the release, waiver, and discharge of the following:

5.1.1 Any and all Claims actually pled or that could have been pled as part of the Litigation or any other action at law or in equity;

5.1.2 Any and all Claims of alleged past violations of any fcderal, state or local statute, ordinance, regulation, judicial precedent or executive order, including, but not limited to, claims of breach of contract, breach of declaration of easements, inverse condemnation, improper or illegal taking of property rights, reformation/modification of easements, slander of title, specific performance and/or any other applicable federal, state or local law, regulation, rule or ordinance of any kind;

5.1.3 Any and all Claims in tort, not limited to, any claims for innocent misrepresentation, fraudulent misrepresentation, fraud, negligence, breach of implied covenant of good faith and fair dealing, misappropriation, self-dealing, defamation, libel, slander, intentional infliction of emotional distress, for emotional distress damages, breach of fiduciary duty, business torts, and all other tort claims of any kind;

5.1.4 Any and all Claims for attorney's fees, sanctions and costs under statute, including, but not limited to MCL 213.66 and 42 USC §§ 1983 and 1988 (b) and (c), court rules or case law;

5.1.5 Any and all Claims arising under the United States Constitution or the Michigan Constitution of 1963, as amended.

5.2 Defendants acknowledge and agree that this Agreement covers all of the aforementioned claims and potential claims, which arose on or accrued from the beginning of time and through the Effective Date of this Agreement, whether known or unknown, suspected or unsuspected, matured or not matured, and that this constitutes the essential basis of this Agreement. This Release and Waiver of Claims shall be read as broadly as possible such that the Plaintiffs shall have no further obligations or liability of any sort or nature to Defendants, directly or indirectly, in the existing Litigation other than as provided in this Agreement.

## 6.0 MAINTENANCE, REPAIR AND IMPROVEMENTS TO THE PHOENIX CENTER AND TUNNEL

6.1 The City is the owner of the Plaza, the Deck, and the Orchard Lake Road Tunnel ("Tunnel"), subject to the existing encumbrances on title, as of the Effective Date of this Agreement.

6.2 In addition to the payments set forth in Section 3.0 of this Agreement, the City shall pay up to Six Million & 00/100 (\$6,000,000.00) dollars over a ten (10) year period beginning as of the Effective Date of this Agreement for the (i) maintenance of (the "Maintenance") and (ii) capital repair of and improvements to (the "Improvements" and together with the Maintenance, the "Work"), the Phoenix Center necessary to bring and maintain the Phoenix Center into conformance with the requirements of the International Property Maintenance Code (2015 edition), as referenced in the Michigan Building Code and the Michigan Rehabilitation Code (2015 edition)(herein "Code"). Only the portions of the Work that are Improvements may be paid for with the bond proceeds.

6.3 The Work that the City commits to make shall include all electrical, lighting, elevator and structural repairs and improvements in the north and south sections of the Deck to be completed within the first two years after the Effective Date of this Agreement as more fully detailed on Exhibit 2 attached hereto. The Work performed by the City shall be done in a good and workmanlike manner in conformance with the Code. A detailed schedule to perform the specific work on the Phoenix Center as required by Exhibit 2 shall be prepared by the Parties' respective engineering contractors and/or experts after meeting

to develop a specific scope of work, scheduling, and staging; provided, however, that the minimum required work and timeframes listed on Exhibit 2 shall not be delayed or diminished in scope. Plaintiffs have provided the City with all of Plaintiffs' relevant engineering reports, drawings, specifications, and cost estimates for the completed repairs to the Phoenix Center as of the Effective Date of this Agreement, without any representation that the drawings or source documents may be useable by the City without paying fees to, or retaining for itself, the preparers and/or experts.

6.4 In the event Plaintiffs (or successors in title) believe that the City is not performing the Work to the Phoenix Center in compliance with its obligations hereunder or under the Declaration, then the following procedures shall be followed: Plaintiffs (or successors in title) shall provide written notice to the City identifying and explaining the alleged deficiency. The City shall then have seven (7) days after receipt of such written notice to confirm in writing that the City will remedy the deficiency expeditiously within a defined time period specified in the City's written response. If the City either declines or otherwise fails to confirm that a remedy will be made expeditiously, or fails to respond in writing, or if the time period specified by the City is not reasonable or expeditious. Plaintiffs (or successors in title) may commence an expedited mediation by contacting Judicial Arbitration and Mediation Services, Inc., now known as "JAMS" (and, if available, utilizing Hon, Judge Gerald Rosen) or another qualified mediation organization if JAMS is unavailable. Plaintiffs (or successors in title) and the City shall mediate their dispute within seven (7) days, or on the first mutually available date, but no later than thirty (30) days after Plaintiff's initial written request letter to the City. The mediator's fees and expenses shall be borne equally by the parties, but the mediator shall award to the substantially-prevailing party the mediator's fees and expenses, and the reasonable attorneys' fees and costs incurred by such party. If the mediator is unable to resolve the dispute within thirty (30) days of the mediator's retention to serve as mediator, or if the City declines, fails and/or refuses to participate in the mediation and in good faith, and the mediator terminates the mediation, then the parties shall proceed as provided by the Declaration relating to liens. Notwithstanding the forgoing, nothing in this paragraph shall be deemed or construed to permit or justify the City to delay responding to and remedying any dangerous conditions for which it is responsible to repair under the Declaration.

#### 7.0 PARKING RIGHTS AND ACCESS

The Parties have agreed to amend the Declaration of Easements in order to clarify Plaintiffs' parking and access rights with respect to the Deck. The form of amendment to the Declaration of Easement is set forth as **Exhibit 3** and shall be executed and recorded with the Oakland County Register of Deeds concurrent with the discharge of liens referenced herein. In addition to the provisions of the Declaration of Easements, the access and parking rights by Plaintiffs, their tenants, and employees in the Phoenix Center arc set forth on **Exhibit 4**. The City shall install a card-reader system (or equivalent) and thereafter issue parking cards to the Ottawa Towers as set forth on **Exhibit 4**. Plaintiffs (or successors in title) and their tenants and employees and shall not be resold or transferred to any other person or entity. The City shall provide replacement cards to the Ottawa Towers immediately upon request from Plaintiffs or their tenants or their successors in title, as set forth on **Exhibit 4**.

#### 8.0 INTERIM MAINTENANCE AND MANAGEMENT OF THE PHOENIX CENTER

In anticipation of the City reassuming and undertaking its obligations for sole day-to-day property management of the Deck, Plaintiffs shall continue their services at the Phoenix Center, in conformity with their same level, extent and scope of services as of the date of the execution of this Agreement, to perform the day-to-day maintenance, operations and facilities management for the South Side (being that portion of the Deck located to the south of Orchard Lake Road) of the Deck that is in use by Plaintiffs, their tenants and employees, as set forth on Exhibit 5, for \$9,810.00 per month payable in advance on the first day of each month to be paid by the City to Plaintiffs commencing upon May 1, 2018 through the earlier of: (i) the

date the City undertakes the sole day-to-day property management activities for the Deck, Tunnel, and Plaza as described on Exhibit 5; or (ii) six (6) months from the Effective Date of this Agreement. Plaintiffs shall name the City as an additional insured on its insurance policies and provide certificates of insurance to the City. This amount does not include charges for materials (such as salt, lightbulbs/fixtures, scaffolding, fuel, waste containers, etc.), permit fees, subcontractor charges (although scheduling and coordination of painting of lines for parking spaces is included, actual layout and painting will be by subcontractor as an additional cost), equipment rental or other similar non-labor expenses, or services for any activities not currently performed by Plaintiffs, all to be at 10% overhead and 10% profit. Any and all cleanup, repairs and costs of vandalism and graffiti removal shall be an extra charge; provided, however, that Plaintiffs will not perform such additional work and incur such extra charges until first providing to the City ten (10) days' prior written notice of the need therefor. Any invoices submitted by Plaintiffs to the City for the period after May 1, 2018 shall be paid in full upon execution of this Agreement. Payments to Plaintiffs for the monthly payment under this section and also the monthly payment for the electrical charges relating to the Tunnel shall be made by the City through electronic deposit to Plaintiffs' account as provided in writing to the City by Plaintiffs with Plaintiffs' invoices. Any of Plaintiffs' invoices that are not timely paid by the City within twenty days shall incur a late fee of 5% of the amount of the invoice, plus interest of 1% per month from the date due.

#### 9.0 RIGHTS IN FOYER, CONNECTOR, AND ATRIUM CONNECTOR

The City will execute a quitclaim deed to Ottawa Tower II, LLC, for all of the City's claimed right, title and interest in or to the Atrium Connector, which is the 2-story atrium structure adjacent to the Judson Tower and located upon North Bay's property between the Judson Tower and the Phoenix Center, in the form of quitclaim deed attached as **Exhibit 6**. The City acknowledges and agrees that Plaintiffs shall have an easement for rights to ingress and egress through the Foyer and Connector as defined in the City's Counterclaim to/from the Phoenix Center to/from both of Plaintiff's office towers, and such rights are set forth in the Amended Declaration of Easements attached as **Exhibit 3**.

#### 10.0 REVIEW OF AGREEMENT

The Parties acknowledge and agree that they have been advised of the right to consult with an attorney regarding the terms of this Agreement and their rights under this Agreement and state and federal statutes and common law. Each Party acknowledges that before signing this Agreement they have read the entire Agreement and fully understands the terms, content, and effect of the Agreement; that they have had the benefit of advice from an attorney of their choosing; and that they relied fully and completely on their own judgment and/or on the advice of their attorney in executing this Agreement.

#### 11.0 ASSIGNMENT

Plaintiffs may, but are not obligated to, assign this Agreement, in whole or in part, upon the sale of either or both of the Towers, the sale of Ottawa Tower II, LLC, or the transfer of all, or substantially all of a Plaintiff's assets.

#### 12.0 GOVERNING LAW

This Agreement is executed under the laws of the State of Michigan, and shall be governed by, the laws of the State of Michigan.

#### 13.0 SEVERABILITY

Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the other terms or the remainder of this Agreement.

#### 14.0 INTEGRATION

The Parties acknowledge and agree that this Agreement, and the Exhibits and schedules attached hereto, contains all of the terms and conditions agreed upon by the Parties hereto regarding the subject matter of this Agreement. This Agreement supersedes any prior agreements, promises, negotiations, or representations concerning the subject matter of this Agreement not expressly set forth in this Agreement. This Agreement, including its schedules and exhibits, may not be amended, revoked, waived, changed or modified, except in a writing executed by all of the Parties to this Agreement.

#### 15.0 CLOSING AND EXECUTION OF DOCUMENTS

This Agreement and any other settlement document of which an original signature is not required may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. This Agreement may be recorded by any Party with the Oakland County Register of Deeds.

#### 16.0 SCOPE OF AGREEMENT

The Parties understand that this Agreement covers all of the aforementioned claims and potential claims, which arose on or before the date that they executed this Agreement, whether known or unknown, suspected or unsuspected, and that this constitutes an essential term of this Agreement. The Parties acknowledge that, except as otherwise provided herein, the terms and conditions of this Agreement represent a full and complete disposition and satisfaction of each Party's legal, statutory, regulatory, and contractual obligations to the other Parties through the Effective Date hereof.

#### 17.0 SECTION HEADINGS

The section headings contained in this Agreement are for the convenience of the Parties only and are not to be used in interpreting this Agreement.

#### 18.0 SUCCESSORS AND ASSIGNS

The terms, rights and obligations of the Parties under this Agreement shall be binding on, inure to the benefit of, and be enforceable by any successors or assigns of the Parties.

#### **19.0 WARRANTIES**

Each Party and signatory hereto warrants and represents that:

19.1 The Party relies exclusively on its own judgment, and that the Party has not been influenced by any statement made by or on behalf of any of the other Parties to this Agreement;

19.2 The Party has been fully informed and has full knowledge of the terms, conditions, and effects of this Agreement;

19.3 The Party has, either on its own or through its attorneys, fully investigated, to its full satisfaction, all the facts surrounding the various claims, controversies, and disputes and is fully satisfied with the terms and effects of the Agreement;

**19.4** The Party has not assigned or transferred any of the claims, demands, actions and rights being released by such party in this Agreement;

19.5 The Party has the full and complete authority to enter into this Agreement, to release the Claims that the Party is releasing herein, and to execute any and all documents required pursuant to this Agreement, and that this Agreement is binding upon the Party; and

**19.6** The Parties have executed this Agreement as their own free act and without reliance upon any representations, warranties, or promises other than those contained in this Agreement.

#### 20.0 NOTICES

All notices, requests or other communications required or permitted to be given hereunder shall be given in writing, and shall be deemed received (a) when hand delivered, or (b) one (1) business day after delivery to FedEx or similar overnight delivery service, when posted for next business day delivery, or (c) when received after deposit in the U.S. certified mail, return receipt requested, or (d) when sent, if sent during normal business hours by email transmission, and such transmission is promptly followed by any of the other methods for giving notice. In all cases notices shall be addressed to the parties at their respective addresses as follows or to such other address as either party hereto may designate by a notice given in accordance with this Section:

To City:	The City of Pontiac Attn: John Balint, Director of Public Works 47450 Woodward Ave. Pontiac, MI 48342 Email: jbalint@pontiac.mi.us
With a copy to:	Giarmarco, Mullins & Horton, P.C. Attn: John Clark Tenth Floor Columbia Center 101 West Big Beaver Road Troy, Michigan 48084-5280 Email: jclark@gmhlaw.com
To Ottawa Towers:	OTTAWA TOWER II, LLC Attn: Charles Stephens, Manager 715 Southpoint Blvd., Suite B Petaluma, CA 94954-6836 Email: cstephens@northbayco.com And: NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN & TRUST Attn: Charles Stephens, Trustee 715 Southpoint Blvd., Suite B Petaluma, CA 94954-6836 Email: cstephens@northbayco.com
With a copy to:	Maddin Hauser Roth & Heller, PC Attn: Steven D. Sallen, Esq.

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28400 Northwestern Hwy., Suite 200 Southfield, MI 48034 Email: ssallen@maddinhauser.com

IN WITNESS WHEREOF, the Parties acknowledge and agree that each is acting of their own free will to cause the execution of this Agreement as of the Effective Date fifst written above.

Plaintiff TOWER II, LLC

By: Charles R, Stephens Its: Authorized Manager

Plaintiff:

NORTHBAY DRY WALL, INC. PROFIT SHARING PLAN & TRUST

By: Charles R. Stephens Its: Authorized Trustee

Defendants:

CITY OF PONTIAC, on behalf of itself and LOUIS H. SCHIMMEL, formerly acting as the Emergency Manager of the City

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By: Deirdre Waterman Its: Mayor, duly authorized and approved by City Council Resolution No.  $\underline{\mathscr{B}}_{-}, \underline{\mathscr{H}}_{0}$ approved  $\underline{\mathscr{M}}_{0}$ , 2018

OAKLAND COUNTY

By: L. Brooks Patterson, or his designee Its: Oakland County Executive

OAKLAND COUNTY BUILDING AUTHORITY

By: Its:

IN WITNESS WHEREOF, the Parties acknowledge and agree that each is acting of their own free will to cause the execution of this Agreement as of the Effective Date first written above.

#### **Plaintiff:**

OTTAWA TOWER II, LLC

By: Charles R. Stephens Its: Authorized Manager

Plaintiff:

NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN & TRUST

By: Charles R. Stephens Its: Authorized Trustee

Defendants:

CITY OF PONTIAC, on behalf of itself and LOUIS H. SCHIMMEL, formerly acting as the Emergency Manager of the City

By: Deirdre Waterman Its: Mayor, duly authorized and approved by City Council Resolution No. \_\_\_\_, approved \_\_\_\_\_, 2018

OAKLAND COUNTY

rson, or his designee

ovation Counsel

OAKLAND COUNTY BUILDING AUTHORITY

By: Jay Shah- Andy Meisner Vice-ChairperSon, Dakland County Building Authority

#### **EXHIBIT 1 – DISMISSAL ORDERS**

### STATE OF MICHIGAN

#### IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

OTTAWA TOWER II, LLC, A Michigan Limited Liability Company, and NORTH BAY DRYWALL, INC., PROFIT SHARING PLAN & TRUST, a California Pension and Profit Sharing Trust,

Case No. 12-130331-CH Hon. Michael Warren

#### CONSENT JUDGMENT

vs.

CITY OF PONTIAC, a Michigan Municipal Corporation, LOUIS SCHIMMEL, an individual acting as the Emergency Manager of the City of Pontiac,

Defendants/Counter-Plaintiffs.

Plaintiffs/Counter Defendants,

MICHELLE C. HARRELL (P48768) Maddin Hauser Wartell Roth & Heller, P.C. Attorneys for Plaintiff 28400 Northwestern Highway, 3<sup>rd</sup> Floor Southfield, Michigan 48034 (248) 354-4030 or (248) 355-5200 JOHN C. CLARK (P51356) Giarmarco Mullins & Horton Attorneys for City of Pontiac & Schimmel 101 West Big Beaver Road, Tenth Floor Troy, Michigan 48084-5280 (248) 457-7000/(248) 404-6313 THOMAS J. McCARTHY (P36755) Monaghan, P.C. Attorneys for Defendant City of Pontiac and Louis Schimmel 33 Bloomfield Hills Pkwy., Ste. 260 Bloomfield Hills, MI 48304 (248) 642-5770 JEROME P. PESICK (P29029) Steinhardt Pesick & Cohen Co-Counsel for Plaintiffs 380 N. Old Woodward, Ste. 120 Birmingham, MI 48009 (248) 646-0888

#### CONSENT JUDGMENT

WHEREAS, Ottawa Towers II, LLC, a Michigan Limited Liability Company, and North Bay Drywall, Inc. Profit Sharing Plan & Trust, a California Pension and Profit Sharing Trust (collectively "Plaintiffs") have entered into a Settlement Agreement with Defendants City of Pontiac, a Michigan Municipal Corporation, and Louis Schimmel, an individual acting as the Emergency Manager of the City of Pontiac, , that results in a full and complete resolution of all claims pled by all Parties in this action ;

WHEREAS, the terms of the Settlement Agreement call for:

(a) Defendant City of Pontiac to pay Plaintiffs the amounts set forth therein, of which
 \$7,350,000 (the "Cash Settlement Amount") represents payment in consideration of the discharge of liens
 and encumbrances on the Phoenix Center and the payment of attorneys' fees;

(b) Defendant City of Pontiac to pay Plaintiffs the Cash Settlement Amount in the amounts, and at the times, specified in the Settlement Agreement;

(c) Plaintiffs to dismiss the above-captioned action, and waive and release all claims as set forth in the Settlement Agreement upon payment as provided therein; and

(d) A provision authorizing Defendant City of Pontiac to issue bonds pursuant to MCL §600.6097 for the purposes of paying all or a portion of the Cash Settlement Amount.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED THAT:

1. The Settlement Agreement is hereby approved;

2. Judgment is entered in favor of Plaintiffs and against Defendant City of Pontiac in the amount of \$7,350,000 (inclusive of attorney fees and all taxable or other costs);

3. This Consent Judgment constitutes a judgment under the Revised Judicature Act;

4. This Consent Judgment authorizes Defendant City of Pontiac, if it so determines, to issue bonds pursuant to MCL § 600.6097 (Section 6097 of the Revised Judicature Act), or such other applicable statute, in an amount sufficient and necessary to pay all or a portion of the amounts set forth in Paragraph 2, above, plus the costs of issuance thereof.

This Consent Judgment resolves all pending claims in this matter and closes this case.

Circuit Court Judge

#### I STIPULATE TO ENTRY OF THE ABOVE ORDER:

/s/ Michelle C. Harrell Michelle C. Harrell (P48768) Attorney for Plaintiffs

/s/ John C. Clark John C. Clark (P51356) Attorney for City of Pontiac and Schimmel

#### CONFESSION OF JUDGMENT

The City of Pontiac ("City"), a Michigan municipal corporation, hereby authorizes, without power of revocation, any attorney of any court of record to appear for the City in any such court after a default has been declared by Plaintiffs under the terms of the Settlement Agreement and Release dated effective November  $\underline{1}$ , 2018 (the "Agreement"), to waive process and service thereof, and to confess judgment against the City and in favor of Plaintiffs Ottawa Tower II, LLC and North Bay Drywall, Inc. Profit Sharing Plan & Trust, which judgment provides for a monetary consent judgment in favor of the Plaintiffs in the amount of \$7,350,000.00, less the amount of any payments made by the City upon such amount. Plaintiffs' counsel is authorized to complete the Consent Judgment to state the current amount due to Plaintiffs, net of any payments then made.

Executed as of this November  $\frac{14}{2}$ , 2018.

Sendre Noterm

City of Pontiac By: Deirdre Waterman Its: Mayor, duly authorized and approved by City Council Resolution No. <u>18-</u>;406 Approved <u>10/30</u>, 2018

STATE OF MICHIGAN ) ) ss: COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 14 day of NoV, 2018 by Deirdre Waterman, as Mayor of the City of Pontiac.

R. Khowle Sheila R. Calland LANOtary Public County, Michigan

Acting in the County of My commission expires 8/27/3019

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

#### STATE OF MICHIGAN

#### IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

The Condemnation Complaint of the City of Pontiac for the acquisition of property interests for public purposes in Oakland County, Michigan

CITY OF PONTIAC, a Michigan municipal corporation,

Plaintiff,

٧.

OTTAWA TOWER II, LLC, a Michigan limited liability company; CHARLES R. STEPHENS, as Trustee of the NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN AND TRUST DATED OCTOBER 1, 1985, a California entity,

Defendants.

Thomas J. McCarthy (P36755) Matthew T. Jane (P58396) MONAGHAN, P.C. Attorneys for Plaintiff 33 Bloomfield Hills Pkwy., Ste. 260 Bloomfield Hills, MI 48304 (248) 642-5770

Jerome P. Pesick (P29039) Jason C. Long (P59244) STEINHARDT PESICK & COHEN Attorneys for Defendants Ottawa Tower II, LLC and Charles R. Stephens, as Trustee of the North Bay Drywall, Inc. Profit Sharing Plan and Trust Dated October 1, 1985 380 N. Old Woodward Ave., Suite 120 Birmingham, MI 48009 (248) 646-0888 Steven D. Sallen (P36991) Michelle C. Harrell (P48768) MADDIN, HAUSER, ROTH & HELLER, P.C. Attorneys for Defendants Ottawa Tower II, LLC and Charles R. Stephens, as Trustee of the North Bay Drywall, Inc. Profit Sharing Plan and Trust Dated October 1, 1985 28400 Northwestern Hwy., Second Floor Southfield, MI 48034 (248) 354-4030

Case No. 14-139761-CC Hon. Michael Warren

#### STIPULATED ORDER FOR DISMISSAL OF DEFENDANTS' RENEWED MOTION FOR REIMBURSEMENT OF FEES AND COSTS

THIS MATTER is before the court by Defendants' Renewed Motion for Reimbursement

of Fees and Costs; and upon the stipulation of counsel for the parties and with the Court being

duly advised that the parties have now settled the only remaining issue in this case pursuant to the terms of a Settlement Agreement, and with the Court being otherwise advised in the premises:

IT IS HEREBY ORDERED that Defendants Renewed Motion for Reimbursement of Fees and Costs is dismissed and all claims by Defendants for attorney fees and costs under MCL 213.66 or any other applicable statute or court rule have now been satisfied.

This is a final Order that resolves the last pending claim and closes the case.

## CIRCUIT COURT JUDGE

#### I STIPULATE TO ENTRY OF THE ABOVE ORDER:

<u>/s/ Thomas J. McCarthy</u> Thomas J. McCarthy (P36755) Attorney for Plaintiff

<u>/s/ Michelle C. Harrell</u> Michelle C. Harrell (P48768) Attorney for Defendants

### STATE OF MICHIGAN

## IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

OTTAWA TOWER II, LLC, A Michigan Limited Liability Company, and NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN & TRUST, a California Pension and Profit Sharing Trust,

Plaintiffs/Cross Defendants,

~VS~

CITY OF PONTIAC, a Michigan Municipal Corporation, LOUIS SCHIMMEL, an individual acting as the Emergency Manager of the City of Pontiac, and OAKLAND COUNTY, a Michigan Municipal Corporation, and OAKLAND COUNTY BUILDING AUTHORITY, a Michigan Building Authority,

Defendants/Cross Plaintiffs.

MICHELLE C. HARRELL (P48768) BRIAN A. NETTLEINGHAM (P58966) MADDIN HAUSER WARTELL ROTH & HELLER PC Attorneys for Plaintiff 28400 Northwestern Highway, 3<sup>rd</sup> Floor Southfield, MI 48034 (248) 354-4030 or (248) 355-5200 <u>mharrell@maddinhauser.com</u> <u>bnettleingham@maddinhauser.com</u>

J. TRAVIS MIHELICK (P73050) JOHN C. CLARK (P51356) STEPHEN J. HITCHCOCK (P15005) JOHN L. MILLER (P71913) Attorneys for Pontiac and Schimmel 101 West Big Beaver Road, 10<sup>th</sup> Floor Troy, MI 48084 (248) 457-7000/(248) 404-6313 tmihelick@gmhlaw.com jclark@gmhlaw.com sih@gmhlaw.com Case No. 12-130331-CH Hon. Michael Warren

STIPULATED ORDER FOR DISMISSAL WITH PREJUDICE AND WITHOUT COSTS OR FEES AS TO DEFENDANTS COUNTY OF OAKLAND AND OAKLAND COUNTY BUILDING AUTHORITY ONLY

DAVID B. TIMMIS (P40539) CHRISTIAN E. HILDEBRANDT (P46989) VANDEVEER GARZIA, P.C. Attorneys for Defendant Oakland County 840 W. Long Lake Road, Suite 600 Troy, MI 48098 (248) 312-2800 dtimmis@vgpclaw.com childebrandt@vgpclaw.com

KEITH J. LERMINIAUX (P30190) Attorney for Defendants Oakland County 1200 N. Telegraph Road, Bldg. 14E Pontiac, MI 48341 (248) 858-0557 Jerminiauxk@oakgov.com THOMAS J. MCCARTHY (P36755) MICHELLE C. RUGGIRELLO (P75202) MATHEW T. JANE (P58396) Attorneys for Defendant City of Pontiac and Louis Schimmel Monaghan, P.C. 33 Bloomfield Hills Parkway, Suite 260 Bloomfield Hills, MI 48304 (248) 642-5770

JEROME P. PESICK (P29029) Steinhardt Pesick & Cohen Co-Counsel for Plaintiffs 380 N. Old Woodward, Suite 120 Birmingham, MI 48009 (248) 646-0888

### STIPULATED ORDER FOR DISMISSAL WITH PREJUDICE AND WITHOUT COSTS OR FEES AS TO DEFENDANTS COUNTY OF OAKLAND AND OAKLAND COUNTY BUILDING AUTHORITY ONLY

THIS MATTER is before the court upon the stipulation of counsel for the parties and with the Court being duly advised that the parties have settled this case in its entirety, and with the Court being otherwise fully advised in the premises:

IT IS ORDERED THAT this case is dismissed in its entirety with prejudice and

without costs or fees to any party as to Defendants Oakland County and Oakland County

Building Authority only.

This is not a Final Order and does not resolve the last pending claim or close the case.

**Circuit Court Judge** 

I hereby stipulate to the entry of the above Order.

MICHELLE C. HARRELL (P48768) BRIAN A. NETTLEINGHAM (P58966) MADDIN HAUSER WARTELL ROTH & HELLER PC Attorneys for Plaintiff DAVID B. TIMMIS (P40539) CHRISTIAN E. HILDEBRANDT (P46989) VANDEVEER GARZIA, P.C. Attorneys for Defendant Oakland County

J. TRAVIS MIHELICK (P73050) JOHN C. CLARK (P51356) STEPHEN J. HITCHCOCK (P15005) JOHN L. MILLER (P71913) Attorneys for Pontiac and Schimmel

#### **EXHIBIT 2 – SCHEDULE OF IMPROVEMENTS**

(A) The City shall pay up to Six Million (\$6,000,000) Dollars to do all Maintenance and Improvements (as such terms are defined in the Settlement Agreement) necessary to bring the Phoenix Center into conformance with the requirements of the International Property Maintenance Code (2015 edition), as referenced in the Michigan Building Code and the Michigan Rehabilitation Code (2015 edition), within the ten (10) year period after the Effective Date of this Agreement; provided, however, that:

Within thirty (30) days of the Effective Date of this Agreement, the City shall repair vandalism damage previously reported by Plaintiffs; within twenty-four (24) months of the Effective Date of this Agreement, the City shall complete all necessary electrical, lighting, elevator and serious structural repairs to the Deck in the following stages:

- Maintenance and Improvements to the third (3<sup>rd</sup>) floor of the north side of the Deck which is defined as that portion of the Deck located to the north of Orchard Lake Road ("North Side") – both electrical and structural and the Maintenance and Improvements to both of the south side elevators;
- then all south side sections of the Deck, being that portion of the Deck located to the South of Orchard Lake Road ("South Side");
- 3) then return to repair the remaining portions of the North Side of the Deck.
- (B) Notwithstanding the 24-month schedule above, if Ottawa Towers II, LLC, or any subsequent owner, leases the Judson tower (or portion thereof), the City shall, within twelve (12) months of the date that City is served written notice of such lease execution ("Notice of Lease"), complete the following Maintenance and Improvements to the Deck:
  - 1) all electrical and structural Maintenance and Improvements on the south side of the Deck;
  - 2) two elevators on the south side of the Deck;
  - make both electrical and structural Maintenance and Improvements to have the 3<sup>rd</sup> floor on the north side of the Deck ready for parking;
- (C) Commencing upon May 1, 2018, the City will reimburse Plaintiffs in advance on the first day of each month for the actual costs of providing electricity to the Deck and Tunnel (\$4,374.00 per month) to continue until such time as the City can establish and assume the costs of providing electricity to the Deck and Tunnel; all payments to be paid electronically to an account designated by Plaintiffs on or before the first day of the month. The City shall immediately upon execution of this Agreement pay any past due invoices to Plaintiffs for the period after the signing of the Term Sheet until this Agreement is signed. As soon as is feasible, the City will have the electrical power for the Deck and Tunnel placed on the City's account with the electric provider, pay any actual costs associated with doing so, and thereafter pay the electrical charges directly.
- (D) FIRE SUPPRESSION SYSTEM: A portion of the fire suppression system for the Phoenix Center that services the secured parking area on the second floor of the Deck (near Tower I) is connected to fire pumping equipment located in the 31 Judson Tower. The City shall disconnect the fire suppression service pumping equipment from the 31 Judson Tower. There are 175 parking spaces within this secured parking area on the second floor of the Deck; the City agrees to provide 175 parking spaces within the Deck, free of charge to the owner of the 31 Judson Tower, their tenants and employees, until such time as City completes the work to disconnect/reconnect the fire suppression system as above described.

#### EXHIBIT 3 – AMENDMENT TO DECLARATION OF EASEMENTS

#### AMENDMENT TO DECLARATION OF EASEMENTS

This Amendment to Declaration of Easements ("Amendment") is made as effective of the day of November, 2018, by the City of Pontiac, a municipal corporation of the State of Michigan, with offices at 450 E. Wide Track Drive, Pontiac, Michigan ("City"), and North Bay Drywall Inc. Profit Sharing Plan & Trust, a California Pension and Profit Sharing Trust, ("North Bay") and Ottawa Tower II, LLC, a Michigan limited liability company with offices at 51111 Woodward Avenue, Pontiac, Michigan ("Ottawa").

#### Background

WHEREAS, the City declared that certain Declaration of Easements on May 8, 1980 ("Declaration"), and said Declaration was recorded in the office of Oakland County Register of Deeds on May 19, 1980, in Liber 7788, page 01; and

WHEREAS, North Bay is now the owner of the office building located at 51111 Woodward Avenue, Pontiac, Michigan, and legally described in the Declaration and referred to therein as Parcel D; and

WHEREAS, Ottawa is now the owner of the office building located at 31 E. Judson Street, Pontiac, Michigan, and legally described in the Declaration and referred to therein as Parcel E; and

WHEREAS, The City is the owner of all Sites legally described in the Declaration other than Parcel D and Parcel E [and the grassy lot]; and

WHEREAS, the City, North Bay, and Ottawa desire herein to amend the Declaration;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties herein agree to amend the Declaration as herein provided:

1. The following paragraph is added to the Declaration after Section 1 for the purpose of clarifying the rights of the parties in regards to parking in the Deck:

Parking Easement in the Deck. The City hereby declares, grants conveys and reserves to and for the benefit of all Owners of the Parcels, and the tenants, subtenants and occupants thereof, and their respective agents, employees, customers and invitees, the right and easement to park passenger automobiles in the Deck located on Parcels K and A-1, and for ingress and egress thereto and therefrom, including but not limited to ingress and egress through any connectors, foyers and vestibules located within or connected to the Deck, and the right to drive passenger automobiles to and from the Deck and the parking spaces threein. Notwithstanding the forgoing, the City shall have the right to charge reasonable parking fees for the use of the Deck for parking. Further notwithstanding the forgoing, the Plaza located at the top level of the Deck is not for parking, except for temporary parking of service and maintenance vehicles, or specialty vehicles specifically participating in events taking place on the top Plaza level of the Deck.

- 2. The first complete paragraph of Section 3 of the Declaration is hereby amended and restated in its entirety, as follows:
  - 3. Common Walls. As used herein, the term "Common Walls" shall mean any and all common walls between the (a) Deck or Plaza and (b) the Ottawa Towers office buildings. The Owners of the respective parcels abutting any Common Wall shall have the following rights and obligations with respect to said Common Wall:
- 4. Section 8 of the Declaration is hereby amended and restated in its entirety, as follows:
  - 8. Maintenance. Each Owner shall cause the parking areas, driveways and sidewalks contained within its respective portion of the Project and any landscape areas contained therein to be continuously repaired and maintained, including cleaning, lighting, painting, landscaping, removal of debris, removal of snow and ice, making of repairs to the driveways and sidewalks, and other similar maintenance, each at their own expense.
- 5. The Parties represent and warrant to each other that, with the exception of this Amendment, there are no prior amendments of the Declaration to their knowledge.
- 6. Except as specifically amended herein, all of the terms and provisions of the Declaration are hereby ratified and affirmed. To the extent of any conflict between the Declaration and this Amendment, the terms and provisions of this Amendment shall govern and control, and any conflicting terms and provisions of the Declaration shall be deemed amended to the extent necessary not to conflict with the provisions hereof.
- 7. Capitalized terms used herein shall have the same meaning as used in the Declaration, unless a different or contrary meaning is expressly provided in this Amendment.
- 8. This Amendment shall be promptly recorded in the office of the Oakland County Register of Deeds by Ottawa.

Dated: 11/14, 2018

CITY OF PONTIAC, a municipal corporation of the State of Michigan

Secondary Notamon Dr. Deirdre Waterman Bv:

Dr. Deirdre Watermar Its: Mayor

STATE OF MICHIGAN ) ) SS COUNTY OF OAKLAND )

Acknowledged before me on 11/14, 2018, by Dr. Deirdre Waterman, Mayor, for the City of Pontiac.

[SEAL]

Notary Public

<u>Uakland</u> County, Michigan Acting in <u>Dakland</u> County, MI My Commission Expires: <u>8</u>/27/2019

NORTH BAY DRY WALL INC. PROFIT SHARING PLAN & TRUST, a California Pension and profit Sharing Trust

By: <u>A</u> Charles Stephens Its: TAUSTOC

STATE OF MICHIGAN ) ) SS COUNTY OF OAKLAND )

Dated: North 1 , 2018

PLEASE SEE ATTACHED CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT FORM

Acknowledged before me on \_\_\_\_\_, 2018, by Charles Stephens, Trustee of North Bay Drywall Inc. Profit Sharing Plan & Trust.

[SEAL]

, Notary Public County, Michigan Acting in County, MI My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLE	DGMENT CIVIL CODE § 1189
A notary public or other officer completing this cert document to which this certificate is attached, and n	tificate verifies only the identity of the Individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of California County of <u>Scerius record</u> On <u>II-I-LS</u> before me, <u>Date</u> personally appeared <u>Cha</u>	) ) Tim thy J. Tanda Mattary Rublic Here Insert Name and Title of the Officer Inles Stewhen S Name(s) of Signer(s)
subscribed to the within instrument and ackno	bry evidence to be the person(s) whose name(s) is/are bwiedged to me that he/she/they executed the same in mis/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
TIMOTHY J. TAYLOR TIMOTHY J. TAYLOR Notary Public - California Sonoma County Commission = 2214314 My Comm. Expires Sep 15, 2021	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature
Though this section is optional, completing th	PTIONAL
fraudulent reattachment of the Description of Attached Document Title or Type of Document: <u>Annual and Annual English</u> Document Date: Signer(s) Other Than Named Above:	his form to an unintended document. ه ما
Capacity(les) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — DLImited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — D Limited D General Individual Attorney in Fact Trustee D Guardian or Conservator Other: Signer is Representing:

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

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Dated: Nedember 1, 2018

PLEASE SEE ATTACHED CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT FORM OTTAWA TOWER II, LLC, a Michigan limited hability company By:

MAUROER

STATE OF MICHIGAN ) ) SS COUNTY OF OAKLAND )

Acknowledged before me on \_\_\_\_\_, 2018, by Charles Stephens, Manager of Ottawa Tower II, LLC.

Its:

[SEAL]

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

Drafted by and when recorded, return to:

Steven D. Sallen, Esq. Maddin Hauser Roth & Heller, PC 28400 Northwestern Highway, 2<sup>nd</sup> Floor Southfield, Michigan 48034 248-827-1861

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

TIMOTHY J. TAYLOR

Notary Public – California Sonoma County 5030303030303030303030303030303030

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of On before me Date Here Insert Name<sup>r</sup>and Title of the Officer personally appeared Name(s) of Signer(\$

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he she/they executed the same in 
(his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Callfornia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission = 2214314 My Comm. Expires Sep 15, 2021 Signature Signature of Notary Public Place Notary Seal Above **OPTIONAL** Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: Amend ملاجه اسرلا بماحل Document Date: Number of Pages: Signer(s) Other Than Named Above: Capacity(les) Claimed by Signer(s) Signer's Name: Signer's Name: Corporate Officer - Title(s): Corporate Officer - Title(s): DPartner - DLimited DGeneral Partner - Limited General □ Attorney In Fact Individual □ Attorney in Fact Individual □ Trustee Guardian or Conservator □ Trustee Guardian or Conservator Other: Other: Signer is Representing: Signer is Representing:

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#### EXHIBIT 4 -PARKING AGREEMENT

#### PARKING AGREEMENT

This Agreement is entered into effective as of November \_\_\_\_\_, 2018 between the City of Pontiac ("City"), North Bay Drywall, Inc. Profit Sharing Plan & Trust ("North Bay") and Ottawa Tower II, LLC ("OTII"). OTII and North Bay may also be referred to as "Plaintiffs."

#### Recitals

1. North Bay and OTII are the owners and operators of two office towers (each, a "Tower" and both, "Towers") that are located adjacent to the Phoenix Center Parking Deck & Plaza ("PC") which is owned by the City.

2. The tenants, invitees and employees of North Bay and OTII utilize the PC for parking and ingress/egress to/from the PC and the Towers.

3. A dispute previously arose between the City, on the one hand, and North Bay and OTII, on the other hand, relating to the PC. The City, North Bay and OTII entered into a Settlement Agreement and Release contemporaneously with this Agreement to resolve their dispute, which resolution includes execution of this Agreement.

4. As part of the settlement, the City, North Bay and OTII entered into an Amendment to Declaration of Easements ("Easement") regarding the use of the PC and related matters as set forth in the Easement.

5. The parties have agreed to the specific terms set forth in this Agreement relating to the parking rights of North Bay and OTII, in furtherance of the Settlement Agreement and Release and the Easement.

Wherefore, the City, North Bay and OTII agree as follows:

(A) North Bay and OTII shall be entitled to park in the PC at no charge for ten (10) years and six (6) months for the vehicles of all of their employees and their Tenants' employees beginning on the Effective Date of this Agreement. North Bay and OTII may renew this Agreement relating to parking for successive ten-year periods: (a) the maximum parking charge for years 11-20 shall be \$20 per car, per month, provided however that, (b) the maximum parking charge for years 21-30 shall increase to market rates, but in no event more that 100% higher than the preceding period, and (c) the maximum parking charge for any following 10 year period after year 30 shall be indexed according to the Consumer

Price Index (Midwest). This parking agreement shall be freely assignable, in whole or in part, to any purchaser(s) of either or both of the Towers and binding on the City.

- (B) The City shall install a card-reader system (or the equivalent) and issue cards to Plaintiffs for the vehicles of North Bay, OTII, their tenants and employees which cards will be at no cost to-North Bay, OTII, and all of their tenants and their employees of both Towers. Parking cards shall be issued to Plaintiffs immediately upon their request, with 1,183 cards being issued to Plaintiffs upon execution of this Agreement or as soon as such cards become required by the City. Upon leasing of the Judson Tower, the City shall immediately provide Plaintiffs with 618 cards. If Plaintiffs or any subsequent owners of Plaintiffs' buildings require any replacement cards in excess of 1,800, then a charge of \$10 per replacement card shall apply.
- (C) The public and visitors shall be charged market rates for use of the Deck by the City; provided however, that the State of Michigan, as Tenant, shall be allowed to validate the parking tickets of its invitees and such invitees upon presenting the validated ticket shall not be charged for parking.
- (D) A reserved parking area is hereby established, for the duration of this Agreement, on the entire south portion of the Deck (being that portion of the Deck located to the south of Orchard Lake Road) and the entire north side (being that portion of the Deck located to the north of Orchard Lake Road) of the third floor of the Deck and to be identified as parking solely for Plaintiffs (and successors and assigns), and their tenants and employees (wording and restrictions to be determined by both Plaintiffs or any successor owner(s) of the Towers). The other parking areas of the Deck shall be available and useable by Plaintiffs, their tenants and employees on a first come, first served basis. The City acknowledges that Plaintiffs may designate within the forgoing reserved parking area certain parking spaces for executive use, provided that the City shall have no obligation to enforce such executive use spaces.
- (E) The parking cards permitting free access are not assignable or transferrable by vehicle owners to any party other than Plaintiffs or Plaintiffs' tenants and their employees.
- (F) The parking card is the property of the City, and no property rights are transferred or intended to transfer to the parking card user by issuance or delivery of the parking card.
- (G) Plaintiffs agree not to resell or otherwise charge employees, visitors, or the public for the parking cards it receives under this Agreement. This provision does not apply to any provision in the lease(s) that Plaintiffs may sign with their tenants relating to any charges or rental rate(s).
- (H) This Agreement is intended to be complimentary to the Settlement Agreement and Release and Easement and, in the event of any conflict between this Agreement and those documents, those documents shall control. This Agreement may be recorded with the Oakland County Register of Deeds.

- (I) This Agreement cannot be modified without the signed written consent of the Mayor of the City and either Charles Stephens or his designee identified in writing as having his authority, or future owners of the Towers.
- $(\mathfrak{J})$ This Agreement may be freely assigned and transferred by Plaintiffs, in whole or in part, to any future owners of either of the Towers.

Dated: <u>*U*/14</u>, 2018

CITY OF PONTIAC, a municipal corporation of the State of Michigan

By: <u>Auritu Tistermo</u> Dr. Deirdre Waterman

Its: Mayor

# STATE OF MICHIGAN ) ) SS COUNTY OF OAKLAND )

Acknowledged before me on \_\_\_\_\_, 2018, by Dr. Deirdre Waterman, Mayor, for the City of Pontiac.

[SEAL]

Dated: 10 11 12 1, 2018

PLEASE SEE ATTACHED CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT FORM , Notary Public County, Michigan Acting in \_\_\_\_\_ County, MI My Commission Expires: \_\_\_\_

NORTH BAY DRY WALL INC. PROFIT SHARING PLAN & TRUST, a California Pension and Profit Sharing Trust

By: Charles Stephens TROSTER Its:

STATE OF MICHIGAN ) ) SS COUNTY OF OAKLAND )

Drywall Inc. Profit Sharing Plan & Trust.

Acknowledged before me on \_\_\_\_\_, 2018, by Charles Stephens, Trustee of North Bay

[SEAL]

		, Notary Public
	Cou	nty, Michigan
Actin	g in	County, MI
My C	ommission Exp	ires:
	/	~)
		1)
OTTA		I, LLC, a Michigan
limite	d liability comp	any
2		
-	11/2	)
By:		······································
• ·	Charles Steph	ens
Its:	MARACCA	<u> </u>

Dated: Newmber 1, 2018

PLEASE SEE ATTACHED CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT FORM

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

#### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of On before me. Here Insert Name and Title of the Officer Date Stroh rrrC personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) s/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph Reall-Death raile Star Death is true and correct. TIMOTHY J. TAYLOR WITNESS my hand and official seal. Notary Public - California Sanoma County Commission = 2214314 My Comm. Expires Sep 15, 2021 Signature jature of Notary Public Place Notary Seal Above **OPTIONAL** · Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: \_ Document Date: \_ Number of Pages: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: Corporate Officer - Title(s): Corporate Officer - Title(s): \_ Dertner - Limited General Partner - Limited General Individual □ Attorney in Fact Individual □ Attorney In Fact Guardian or Conservator □ Trustee Guardian or Conservator Trustee □ Other: D Other: Signer Is Representing: Signer is Representing:

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#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

#### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	)
County of	Cirren )
On 11-1-18	before me, Timethy J. Taylor Notory Public.
Date	Here Insert Name and Title of the Officer
personally appeared	Charles Stephens
	Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in <a href="https://www.nis/ner/theirauthorized">https://www.nis/ner/theirauthorized</a> capacity(les), and that by bis/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Signature of Notary Public

Place Notary Seal Above

לאינראפי

TIMOTHY J. TAYLOR Notary Public – California Sonoma County Commission # 2214314

My Conin. Expires Sep 15, 2021

OPTIONAL .

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document         Title or Type of Document:       Portuge         Document Date:	<u>A.e</u> Number of Pages:
Capacity(les) Claimed by Signer(s)         Signer's Name:         Corporate Officer Title(s):         Partner D Limited General         Individual       Attorney in Fact         Trustee       Guardian or Conservator         Other:	Signer's Name: Corporate Officer Title(s); Partner D Limited D General Individual Attorney in Fact Trustee D Guardian or Conservator Other: Signer is Representing:

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

## STATE OF MICHIGAN ) ) SS COUNTY OF OAKLAND )

Acknowledged before me on \_\_\_\_\_, 2018, by Charles Stephens, Manager of Ottawa Tower II, LLC.

[SEAL]

	, Notary Public
	County, Michigan
Acting in	County, MI
My Commission	Expires:

Drafted by and when recorded, return to:

Steven D. Sallen, Esq. Maddin Hauser Roth & Heller, PC 28400 Northwestern Highway, 2<sup>nd</sup> Floor Southfield, Michigan 48034 248-827-1861

#### **EXHIBIT 5 – CITY'S MAINTENANCE SCHEDULE**

The City's Day-to-Day Management of the Phoenix Center includes without limitation, the following activities:

(A) Deck and Tunnel Maintenance:

- 1) Lighting and lightbulbs.
- 2) Painting of lines for parking spaces.
- 3) Sweeping and trash removal.
- 4) Snow and Ice Removal (including salting).

(B) Plaza Maintenance:

- 5) Landscaping.
- 6) Trash removal.
- 7) Snow and ice removal (including salting) as necessary to keep drains clear.
  - (C) Security. For avoidance of doubt, during the period described in Section 8.0 of the Settlement Agreement, wherein Plaintiffs shall continue their services at the Phoenix Center, Plaintiff's obligations for security shall be limited to the south section of the Deck, from 7:00 am to 7:00 pm, Monday through Fridays, excluding holidays. Any additional security services requested by the City will cost extra.
  - (D) Snow and ice removal on short section of Saginaw Street north of Judson street, to the south entrance of the Deck, only.

#### EXHIBIT 6 QUITCLAIM DEED FOR ATRIUM CONNECTOR – JUDSON TOWER

#### QUITCLAIM DEED

**Grantor: The City of Pontiac**, a Michigan Municipal Corporation, with an address of 47450 Woodward Avenue, Pontiac, Michigan 48342, quitclaims to:

Grantee: Ottawa Tower II, LLC, a Michigan limited liability company, whose address is 715 Southpoint Boulevard, Suite B, Petaluma, California 94954, any and all of Grantor's right, title, and interest in, any of the real property and improvements located upon the following described premises situated in Pontiac, Oakland County, Michigan, to-wit:

# SEE ATTACHED EXHIBIT "A" (the "Property")

For the sum of: One and 00/100 (\$1.00) Dollar.

)

Dated: 11/14 , 2018

GRANTOR:

CITY OF PONTIAC, a Michigan Municipal Corporation

By: <u>Alenah Mattimus</u> Deirdre Waterman

Deirdre Waterman Its: Mayor

STATE OF MICHIGAN COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me 1/1/14, 2018 by Deirdre Waterman, the Mayor of the City of Pontiae.

Sheita R. Grandison

Notary Public, <u>Datianal</u> County, Mi My Commission Expires: <u><u>R</u><u>127</u><u>10</u>D19</u>

Instrument Drafted by: Steven D. Sallen, Esq. Maddin Hauser Wartell Roth & Heller, PC 28400 Northwestern Highway, 3<sup>rd</sup> Floor Southfield, MI 48034 (248) 827-1861

When recorded, return to: Grantee Send subsequent tax bills to: Grantee

SHEILA R. GRANDISON NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF DAKLAND ł. ission Expires Aug. 27 Actualy · County of

#### EXHIBIT A – LEGAL DESCRIPTION

All real property and improvements, including but not limited to a two-story atrium and connector area adjacent to the office tower, located upon the following parcel with a common street address of 31 East Judson Street, Pontiac, Michigan, and as legally described as:

Being all or parts of the following lots and parcels in the City of Pontiac, Oakland County, Michigan, Lot numbers 1 through 8 and 14, 15 and that part of vacated Auburn Avenue of Assessor's Plat No. 130, as recorded in Liber 54A, Page 71, Oakland County Records, more particularly described as follows: Beginning at a point located Northerly 79.00 feet along the Easterly right of way line of Saginaw Street from the Northwest corner of Lot 16 of said Assessor's Plat No. 130, said point of beginning also being a point on the North right of way line of New Judson Street; thence North 14 degrees 30 minutes 01 seconds West 144.67 feet; thence North 75 degrees 27 minutes 55 seconds East 128.00 feet; thence North 14 degrees 32 minutes 05 seconds West, 2.42 feet; thence North 75 degrees 27 minutes 55 seconds East 64.00 feet; thence South 14 degrees 32 minutes 05 seconds East 2.42 feet; thence North 75 degrees 27 minutes 55 seconds East 124.91 feet; thence South 14 degrees 32 minutes 05 seconds East 181.79 feet to a point on the Northerly right of way line of Judson Street; thence along said Judson right of way line North 85 degrees 36 minutes 10 seconds West 6.48 feet to the beginning of a curve; thence along a curve to the left 214.75 feet, said curve having a radius of 648.70 fect, delta of 18 degrees 58 minutes 04 seconds, chord bearing and distance of South 84 degrees 54 minutes 44 seconds West 213.77 feet; thence South 75 degrees 25 minutes 42 seconds West 100.00 feet to point of beginning.

Together with the right to the use of the following land in accordance with a License Agreement as granted by Pontiac City Commission meeting December 4, 1979, Resolution No. 738 to Downtown Pontiac Development Company, recorded in Liber 7788, Page 142, as more clearly described, limited and defined as; A parcel of land being part of the Saginaw Street right of way adjacent to Lots 1, 2, 3 and 4 of Assessor's Plat No. 130, as recorded in Liber 54A, Page 71, Oakland County Records, more particularly described as follows: Beginning at a point located Northerly 79.00 feet along the Easterly right of way line of Saginaw Street from the Northwest corner of Lot No. 16 of Assessor's Plat No. 130, in the Northeast 1/4 of Section 32, City of Pontiac, Oakland County, Michigan, said point of beginning also being a point on the North right of way line of New Judson Street; thence North 14 degrees 30 minutes 01 seconds West 144.67 feet; thence South 75 degrees 27 minutes 55 seconds West 15.09 feet to a point; thence South 14 degrees 32 minutes 05 seconds East 144.68 fect to a point; thence North 75 degrees 25 minutes 42 seconds East 15.00 feet to the point of beginning.

Commonly known as: 31 East Judson Street, Pontiac, Michigan Tax Parcel Identification No.: 14-32-227-002

Appendix 2 - Authorizing Resolutions to Issue Request for Proposals

2.1 Resolution 19-467 | Leasing of the Phoenix Center



**Pontiac City Council Resolution** 

19-467 **Resolution to authorize the Mayor to issue a Request for Proposals an "RFP") to invite qualified parties to submit proposals for the leasing of the Phoenix Center facility.** Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the "City"), owns that certain facility within the City consisting of a parking garage, amphitheater and plaza commonly known as the Phoenix Center; and

WHEREAS, the City was a party to certain lawsuits in the Oakland County Circuit Court (case nos. 12-130331-CH and 14-139761-CC) related to the maintenance and improvement of the Phoenix Center which were disposed of pursuant to a settlement agreement (the "Settlement Agreement") between the City and Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust; and WHEREAS, the terms of the Settlement Agreement require the City to make certain improvements to the Phoenix Center; and

WHEREAS, the City Council of the City desires to explore all options related to the City's continued ownership or disposition of the Phoenix Center before it determines to issue bonds to provide funds to pay the expenses related to the Phoenix Center improvements; and

WHEREAS, the City Council desires to issue an Request for Proposals to seek proposals from qualified parties related to a potential disposition of the Phoenix Center as an option to satisfy the terms of the Settlement Agreement.

## NOW, THEREFORE, BE IT RESOLVED THAT:

1. <u>Request for Proposals; Publication</u>. The City is hereby authorized and directed to issue a Request for Proposals (an "RFP") to invite qualified parties to submit proposals for the leasing of the Phoenix Center.

The RFP shall contain, at a minimum, all material information related to the Phoenix Center, including the terms of the Settlement Agreement, the scope of the improvements required under the Settlement Agreement and all easements applicable to the Phoenix Center.

A proposal shall be deemed qualified if it is submitted by a party that, at minimum, is able to demonstrate it possesses sufficient capital to finance the continued operation and improvements to the Phoenix Center required under the Settlement Agreement.

The City Clerk is authorized and directed to publish the RFP in accordance with the City's procurement process in a manner designed to incur the broadest circulation possible.

2. Authorization of Other Actions; Submission of Proposals.

The Mayor and other appropriate personnel are hereby authorized to take all other necessary actions required to prepare and publish the RFP.

If proposals are submitted in paper format, the RFP shall require that two copies be submitted to the City. One copy shall be retained by the Mayor's staff and one copy shall be submitted to the City Clerk. If the proposals are submitted electronically, the RFP shall require that the City Clerk be copied on each submission.

3. <u>Severability</u>. 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.

Ayes: Pietila, Waterman, Williams and Miller No: Taylor-Burks and Carter **Resolution Passed.** 

I, Sheila R. Grandison, Deputy 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.

SHEILA R. GRANDISON, Deputy City Clerk



November 21, 2019



**Pontiac City Council Resolution** 

19-468 Resolution to authorize the Mayor to issue a Request for Proposals (an "RFP") to invite qualified parties to submit proposals for the management of the Phoenix Center facility. Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the "City"), owns that certain facility within the City consisting of a parking garage, amphitheater and plaza commonly known as the Phoenix Center; and

WHEREAS, the City was a party to certain lawsuits in the Oakland County Circuit Court (case nos. 12-130331-CH and 14-139761-CC) related to the maintenance and improvement of the Phoenix Center which were disposed of pursuant to a settlement agreement (the "Settlement Agreement") between the City and Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust; and WHEREAS, the terms of the Settlement Agreement require the City to make certain improvements to the Phoenix Center; and

WHEREAS, the City Council of the City desires to explore all options related to the City's continued ownership or disposition of the Phoenix Center before it determines to issue bonds to provide funds to pay the expenses related to the Phoenix Center improvements; and

WHEREAS, the City Council desires to issue an Request for Proposals to seek proposals from qualified parties related to a potential disposition of the Phoenix Center as an option to satisfy the terms of the Settlement Agreement.

## NOW, THEREFORE, BE IT RESOLVED THAT:

1. <u>Request for Proposals: Publication</u>. The City is hereby authorized and directed to issue a Request for Proposals (an "RFP") to invite qualified parties to submit proposals for the management of the Phoenix Center.

The RFP shall contain, at a minimum, all material information related to the Phoenix Center, including the terms of the Settlement Agreement, the scope of the improvements required under the Settlement Agreement and all easements applicable to the Phoenix Center.

A proposal shall be deemed qualified if it is submitted by a party that, at minimum, is able to demonstrate it possesses sufficient capital to finance the continued operation of the Phoenix Center required under the Settlement Agreement.

The City Clerk is authorized and directed to publish the RFP in accordance with the City's procurement process in a manner designed to incur the broadest circulation possible.

2. <u>Authorization of Other Actions; Submission of Proposals</u>.

The Mayor and other appropriate personnel are hereby authorized to take all other necessary actions required to prepare and publish the RFP.

If proposals are submitted in paper format, the RFP shall require that two copies be submitted to the City. One copy shall be retained by the Mayor's staff and one copy shall be submitted to the City Clerk.

If the proposals are submitted electronically, the RFP shall require that the City Clerk be copied on each submission.

3. <u>Severability</u>. 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.

Ayes: Taylor-Burks, Waterman, Williams, Miller and Pietila No: Carter **Resolution Passed.** 

I, Sheila R. Grandison, Deputy 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.

Sheila R. Mandeson

SHEILA R. GRANDISON, Deputy City Clerk



November 21, 2019

2.3 Resolution 19-469 | Public Private Partnership for the Phoenix Center



19-469 Resolution to authorize Mayor to issue Request for Proposals (RFP) to invite qualified parties to submit proposals for a Public Private Partnership with a qualified party or parties for the Phoenix Center facility. Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, the City of Pontiac, County of Oakland, State of Michigan (the "City"), owns that certain facility within the City consisting of a parking garage, amphitheater and plaza commonly known as the Phoenix Center; and

WHEREAS, the City was a party to certain lawsuits in the Oakland County Circuit Court (case nos. 12-130331-CH and 14-139761-CC) related to the maintenance and improvement of the Phoenix Center which were disposed of pursuant to a settlement agreement (the "Settlement Agreement") between the City and Ottawa Tower II, LLC and the North Bay Drywall, Inc. Profit Sharing Plan & Trust; and WHEREAS, the terms of the Settlement Agreement require the City to make certain improvements to the Phoenix Center; and

WHEREAS, the City Council of the City desires to explore all options related to the City's continued ownership or disposition of the Phoenix Center before it determines to issue bonds to provide funds to pay the expenses related to the Phoenix Center improvements; and

WHEREAS, the City Council desires to issue an Request for Proposals to seek proposals from qualified parties related to a potential disposition of the Phoenix Center as an option to satisfy the terms of the Settlement Agreement.

## NOW, THEREFORE, BE IT RESOLVED THAT:

1. <u>Request for Proposals; Publication</u>. The City is hereby authorized and directed to issue a Request for Proposals (an "RFP") to invite qualified parties to submit proposals for a public private partnership with a qualified party or parties.

The RFP shall contain, at a minimum, all material information related to the Phoenix Center, including the terms of the Settlement Agreement, the scope of the improvements required under the Settlement Agreement and all easements applicable to the Phoenix Center.

A proposal shall be deemed qualified if it is submitted by a party that, at minimum, is able to demonstrate it possesses sufficient capital to finance the continued operation and improvements to the Phoenix Center required under the Settlement Agreement.

The City Clerk is authorized and directed to publish the RFP in accordance with the City's procurement process in a manner designed to incur the broadest circulation possible.

#### 2. <u>Authorization of Other Actions; Submission of Proposals</u>.

The Mayor and other appropriate personnel are hereby authorized to take all other necessary actions required to prepare and publish the RFP.

If proposals are submitted in paper format, the RFP shall require that two copies be submitted to the City. One copy shall be retained by the Mayor's staff and one copy shall be submitted to the City Clerk. If the proposals are submitted electronically, the RFP shall require that the City Clerk be copied on each submission.

3. <u>Severability</u>. 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.

Ayes: Waterman, Williams, Miller, Pietila and Taylor-Burks No: Carter **Resolution Passed.** 

I, Sheila R. Grandison, Deputy 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.

SHEILA R. GRANDISON, Deputy City Clerk



November 21, 2019

# **Appendix 3 – Facility Condition Assessment**

Phoenix Center Parking Deck and Rooftop Amphitheater Facility Condition Assessment September 2018 Revised October 2, 2018

> City of Pontiac 47450 Woodward Avenue Pontiac, Michigan

IDS Project No. 18193-1000

#### Introduction

Integrated Design Solutions, LLC (IDS) was commissioned by the City of Pontiac to conduct 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. The facility was surveyed with the assistance of City of Pontiac personnel.

The report compiled a list of all deficient structural, architectural, mechanical and electrical items that, in our professional opinion, would require replacement, enhancement and/or repair in order to meet the goals of preserving and improving the assets of the facility. Itemized deficiencies are not meant to change the facility layouts or functions.

The IDS survey team has reviewed all documents provided by the City of Pontiac. The findings are limited to the information provided within the site and by facility personnel during the site visit. Additionally, there were no forensic evaluations or destructive testing of any kind performed.

The IDS survey team evaluated each deficiency discovered during the survey period and assigned a score. The scores range from the most critical items that are considered to be a hazard to life, health or safety to the least critical, such as aesthetics.

#### **Facility Overview**

Use	Rooftop Amphitheater and Parking Deck
Parking Deck Year Built	
Amphitheater Year Built	2000
Parking Deck Area	
Amphitheater Area	292,000 square feet

#### Findings

The assessment recommends multiple repairs that include both short-term and long-term items that address the improvement goals of the facility. The recommendations should not be construed as meaning the entire building is deficient. Rather, over time, the systems upgrades have not kept pace with comparable facilities. Additionally, the facility has been subject to vandalization and several systems have been scavenged.

The following is a summary of recommended repairs/corrections identified in the assessment:

#### Structural

- Repair failed post tension cables.
- Replace precast concrete panel supports.

#### **Architectural**

- Replace elevators.
- Replace corroded doors and frames.
- Replace damaged interior finishes.
- Replace roofing systems.

#### Mechanical

- Replace above ground storm drainage system.
- Replace above ground sanitary drainage system.
- Replace plumbing fixtures.
- Replace HVAC systems, including heaters, furnaces and fans.
- Replace domestic water system.

#### **Fire Protection**

- Replace diesel fire pump.
- Replace standpipe water service pit.

#### **Electrical**

- Replace parking garage primary system.
- Replace substations.
- Replace lighting systems.
- Replace emergency power generation system.
- Replace fire alarm system.
- Replace telephone/data systems and wiring.
- Replace security system.
- Replace existing electrical devices, conduits and wiring.

#### **Prioritization and Cost**

"Scores" have been assigned to each item; providing a proposed order of implementation. Therefore, an item with a score of 1 should be implemented within a first phase of construction, and a score of 3 would be implemented in a final phase of construction. Additionally, the score categorizes the urgency of need; ranging from Critical (Level 1) to Recommended (Level 3).

Scores are:

Level 1: Critical (1-3 years)

Includes all immediate scope to preserve the building structure and envelope, provide major electrical, HVAC, and plumbing infrastructure systems, and provide a safe environment for occupants.

#### Level 2: Necessary (4-6 years)

Includes deferred scope relating to safety and security required to make or keep the building functional for occupant use. If not accomplished in the near future, additional function could be lost and greater expense incurred.

#### Level 3: Recommended (+7 years)

Includes work that is not as time sensitive as items listed in Levels 1 and 2. This scope of work should be appropriately planned and budgeted for. If not accomplished, these items could lead to future failure of equipment and deterioration of property, loss of equipment efficiency, higher utility expenses and increased maintenance costs. This work is essential to protect, preserve, or restore facilities and equipment over the long term.

Additional estimates of probable costs were calculated for each deficiency. The following tables summarize the estimated costs to correct the identified deficiencies based on the "category" of the deficiency and the "score" of the deficiency.

Tables and graphs for the Parking Deck, the Amphitheater and the entire facility are provided.

#### Forensic Investigation

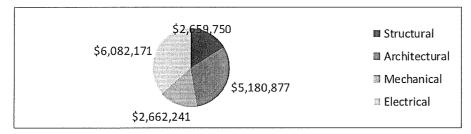
In addition to the assessment, a forensic investigation has been commissioned to determine the cause of the post tension cable failures which continue to occur in the parking structure deck. Walker Consultants has been retained to perform the investigation. Additional repairs and preventative measures were recommended in their investigative report. The associated costs for these recommendations have been incorporated in this summary.

# Phoenix Center Parking Deck and Rooftop Amphitheater

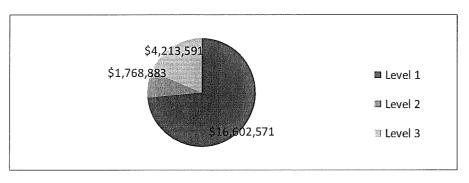
#### Summary

Building		2018 Structural	Construction C		Costs (No Mark-I			ups) Electrical		Sub Total		35% Project Mark-ups &		2018 Project Costs	
	_										Fees				
Phoenix Center Parking Deck and Rooftop Amphitheater	\$	1,728,837	\$	3,367,570	\$	1,972,030	\$	4,505,312	\$	11,573,749	\$	5,011,290	\$	16,585,039	
35% Project Mark-ups & Fees	\$	930,913	\$	1,813,307	\$	690,211	\$	1,576,859	\$	5,011,290					
Grand Total	\$	2,659,750	\$	5,180,877	\$	2,662,241	\$	6,082,171	\$	16,585,039					

Deficiencies by Category Type



Deficiencies by Score

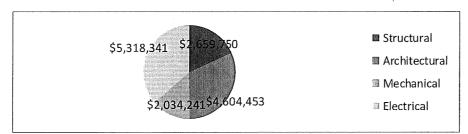


# Phoenix Center Parking Deck

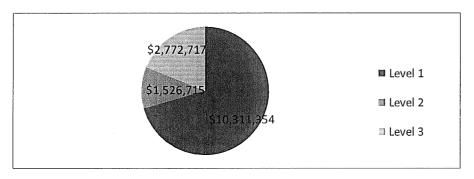
### Summary

Building		2018 Structural	Construction C		Costs (No Mark-u Mechanical			ups) Electrical		Sub Total		35% Project Mark-ups &		018 Project Costs
Phoenix Center Parking Deck		1,728,837	\$	2,992,894	\$	1,506,845	\$	3.939.512	\$	10.168.088	\$	Fees 4,448,697	\$	14,616,785
35% Project Mark-ups & Fees	· · · · · · · · · · · · · · · · · · ·	930,913	\$	1,611,559	\$	527,396	\$	1,378,829	\$	4,448,697	-	4,00,007	<u> </u>	11,010,100
Grand Total	\$	2,659,750	\$	4,604,453	\$	2,034,241	\$	5,318,341	\$	14,616,785				

# Deficiencies by Category Type



Deficiencies by Score

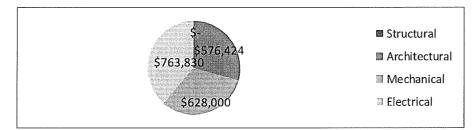


# Phoenix Center Rooftop Amphitheater

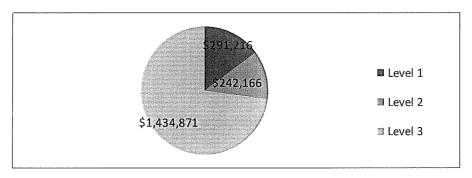
#### Summary

Building	2018 Structural		Construction C	Costs (No Mark- Mechanical		·ups) Electrical		Sub Total		35% Project Mark-ups & Fees		2018 Project Costs	
	Structural	A	Architectural		wechanical		Electrical						
Phoenix Center Rooftop Amphitheater	\$-	\$	426,981	\$	465,185	\$	565,800	\$	1,457,965	\$	510,288	\$	1,968,253
35% Project Mark-ups & Fees	\$-	\$	<b>149,443</b>	\$	162,815	\$	198,030	\$	510,288				
Grand Total	\$-	. \$	5 576,424	\$	628,000	\$	763,830	\$	1,968,253				!

# Deficiencies by Category Type



#### Deficiencies by Score



#### **Appendix 4 – Form to Submit Proposer's Questions**

**Instructions**: At or before **5:00 pm ET on December 2, 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 [JMassey@pontiac.mi.us]. 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 December 9, 2019. <u>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 disgualification of the Proposer and its proposal.</u>

\* \* \*

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

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

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

Company/Affiliation:

Page No.	Request for Clarification and/or Question
	Page No.

#### Appendix 5 – 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 **January 15, 2020 at 1:00 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: [JMassey@pontiac.mi.us] Five (5) 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 disab	oility? (check one) Yes: No:
If yes, please describe:	

#### Appendix 6 – Designation of Confidential and Proprietary Information Form

The attached material submitted in response to this RFP 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.

ltem	Section	Page(s)	Торіс
1			
2			
3			
4			
5			
6			
7			
8			
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10			

We request that the following pages not be released:

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:	

# #6 ORDINANCE

# CITY OF PONTIAC ORDINANCE NO. \_\_\_\_\_

# AN ORDINANCE TO AMEND CHAPTER 18, ANIMALS, TO ADD ARTICLE III, DANGEROUS ANIMALS.

# THE CITY OF PONTIAC ORDAINS:

# **ARTICLE III - DANGEROUS ANIMALS**

# Section 1. Purpose and intent.

It is the intent of the City of Pontiac to protect the health and safety of the public against the risks that dangerous and potentially dangerous animals pose to persons and other animals in the city. Further, it is the intent of the City of Pontiac to afford animal owners due process when the owner's animal is classified as a dangerous or potentially dangerous animal.

# Section 2. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings respectively ascribed to them below:

- (a) *Animal review board* means a board consisting of the Mayor or their designee, Oakland County Sheriff Department Pontiac Substation Captain or their designee, and the Waterford Regional Fire Department Chief or their designee, and an appointee of the City Council that is a licensed veterinarian, American Kennel Club (AKC) certified animal behaviorist, and/or AKC certified animal trainer.
- (b) *Authorized enforcement officer* means a police officer and any officer authorized under the City code to issue appearance tickets in the City.
- (c) *Dangerous animal* means a dog or other animal that bites or attacks a person or causes a serious injury to a person or domestic animal, a dog or other animal that has been designated as a potentially dangerous animal that poses a threat to public safety as described in this article, or a dog or other animal that bites or attacks and causes serious injury or death to another dog or domestic animal while the other dog or domestic animal is on the property or under the control of its owner. However, a dangerous animal does not include any of the following:
  - (1) An animal that bites or attacks a person who is knowingly trespassing on the property of the animal's owner;
  - (2) An animal that bites or attacks a person who provokes or torments the animal; or
  - (3) An animal that is responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.
- (d) *Final determination date* means fifteen (15) days after the date of the notice of the Authorized Enforcement Officer's classification of an animal as a dangerous animal or

potentially dangerous animal; provided, however, that if a completed request for a review hearing has been timely submitted to the City Clerk hereunder and the animal review board determines that the animal is a dangerous animal or potentially dangerous animal, the final determination date means the effective date of the animal review board determination.

- (e) *On a suitable leash* means both:
  - (1) That the animal is attached to a leash that is no more than ten (10) feet in length and of such material that the leash is capable of restraining, and does restrain the type and size of animal to which it is attached; and
  - (2) That such a leash is continuously held by a person who is reasonably able to and does restrain and prohibit the animal from being out of that person's physical control.
  - (3) A leashed animal that chases a person or domesticated animal a distance greater than ten (10) feet, or that bites a person or domesticated animal constitutes prima facie evidence that such animal is not kept on a suitable leash.
- (f) *Owner* means any person, firm, corporation or organization that owns, or harbors for a continuous period of seven (7) days or more, an animal.
- (g) *Potentially dangerous animal* means an animal that poses a threat to public safety as demonstrated by any of the following behaviors:
  - (1) Causing an injury to a person or domestic animal that is less severe than a serious injury;
  - (2) Without provocation, chasing or menacing a person or domestic animal in an aggressive manner; or
  - (3) Running at large three (3) or more times within any twelve (12) month period.
- (h) *Proper enclosure* means a physical enclosure that is constructed and maintained in such a manner as to effectively prevent the animal from escaping the confines of the enclosure. An invisible fence does not constitute a proper enclosure.
- (i) *Provoke and/or provocation* mean to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate the bite, attach, chasing or menacing by an ordinary animal.
- (j) *Serious injury* to a person means any of the following: permanent, serious disfigurement; serious impairment of health; or serious impairment of a bodily function.
- (k) Torment means an act or omission that causes unjustifiable pain, suffering, and distress to an animal, or causes mental and emotional anguish in the animal as evidenced by its altered behavior, for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and reasonable person would conclude is likely to precipitate the bite, attack, chasing or menacing.

# Section 3. Determination of a dangerous animal.

- (a) An authorized enforcement officer shall have the authority to make a determination that an animal is dangerous, or potentially dangerous, as defined in this article, upon the complaint of any person that an animal is dangerous or potentially dangerous. When the authorized enforcement officer classifies any animal as a dangerous animal or potentially dangerous animal under this article, the authorized enforcement officer shall notify the animal's owner of such classification. The notice to the owner shall meet the following:
  - (1) The notice shall be in writing, and it shall be hand delivered or mailed by certified mail to the owner's last known address. If an animal has more than one (1) owner, notice to one (1) owner shall be sufficient for purposes of this article.
  - (2) The notice shall include a summary of the authorized enforcement officer's findings that form the basis for the animal's classification as a dangerous animal or potentially dangerous animal.
  - (3) The notice shall be dated and shall state that the owner has a right to request a review hearing on the classification within fifteen (15) days from the date of the notice.
  - (4) The notice shall state that the animal review board shall conduct the hearing.
  - (5) The notice shall state that if the owner does not request such a hearing within fifteen (15) days from the date of the notice, the classification of the animal as a dangerous animal or potentially dangerous animal shall be final and conclusive for all purposes.
  - (6) The notice shall include the appropriate form to request a review hearing before the animal review board, shall provide notice of the required fee as established by resolution of the City Council, and shall provide specific instructions on mailing or delivering such a request.
- (b) A request for a review of a decision of an authorized enforcement officer under this section must be made within fifteen (15) days from the date of the authorized enforcement officer's notice on a form provided by the City Clerk for such purposes and must include all of the following:
  - (1) A description of the animal and whether it was determined by the authorized enforcement officer to be a potentially dangerous animal or a dangerous animal;
  - (2) An indication of the date of the determination by the authorized enforcement officer;
  - (3) Every reason supporting and establishing why the determination of the authorized enforcement officer was incorrect and should be overturned or modified;
  - (4) The name, address, and telephone number of the person requesting the review hearing;
  - (5) The nonrefundable administrative and processing fee established by resolution of the city council; and
  - (6) Such other information deemed necessary by the city clerk for purposes of processing the request.
- (c) When the animal review board receives a complete request for a review hearing from an owner in accordance with subsection (b), above, it shall schedule such a hearing within

thirty (30) days of receipt of the request. The City Clerk shall notify the owner in writing by certified mail of the date, time and place of the hearing; such notice shall be made to the owner at least ten (10) days prior to the date of the hearing. At the hearing, the owner shall be given the opportunity to testify and to present evidence. The animal review board shall also receive such other evidence and hear such other testimony as it may find reasonably necessary to make a determination to sustain, modify or overrule the classification of the animal by the authorized enforcement officer. The animal review board shall notify the owner in writing by certified mail or hand delivery of its determination on the matter. If the determination is made that the animal is a dangerous animal or a potentially dangerous animal, the effective date of the determination shall be the date of the notice of said determination.

(d) If the identity of the owner of an animal that the authorized enforcement officer has classified as a dangerous animal or a potentially dangerous animal cannot be determined, the animal shall be immediately confiscated with notice of same and a description of the animal given to the Oakland County Sheriff. If the animal's owner claims such animal, the animal shall be released to its owner, together with a copy of the notice specified in subsection (a) of this Section. If the animal remains unclaimed for four (4) days, the animal shall be examined by a veterinarian and/or an authorized representative of the Oakland County animal control division to determine the viability of the animal or appropriate course of destruction of the animal if necessary.

## Section 4. Requirements for possession of a dangerous animal.

- (a) Any owner of a dangerous animal shall be jointly and severally responsible with all other owners of such animal for compliance with the requirements of this article. Except where a different date for compliance with a requirement is specifically identified in this article, the dangerous animal owner's or owners' responsibility for compliance with the requirements of this article shall commence on the final determination date.
- (b) No person shall own, possess, keep, harbor, or have custody or control of a dangerous animal except in compliance with all of the following requirements:
  - (1) A dangerous animal shall not be permitted to remain in the City unless it is properly registered as provided in this article and as otherwise required by law or ordinance within thirty (30) days of the final determination date.
  - (2) Except under the circumstances otherwise specifically permitted by this article, a dangerous animal shall at all times be maintained inside a proper enclosure.
  - (3) The premises where a dangerous animal is kept shall be posted with a clearly visible sign warning that there is an animal on the premises that presents a danger to human beings. Such sign shall also include a symbol sufficient to convey without words the message that there is an animal on the premises that presents a danger to human beings.
  - (4) Within thirty (30) days of the final determination date, the owner of a dangerous animal shall maintain at all times a policy of insurance in a minimum amount of one million dollars (\$1,000,000.00) to cover claims for any personal injuries inflicted by the animal, which policy shall be issued by an insurer authorized to

transact business in the State of Michigan.

(5) Within thirty (30) days of the final determination date the owner of a dangerous animal shall begin attending, and within seventy-five (75) days after the final determination date, the owner of a dangerous animal shall successfully complete an animal obedience class with the dangerous animal, as offered through a certified program, and shall produce evidence of such attendance and successful completion by the dangerous animal. In the instance of a dog that has been determined to be a dangerous animal, evidence of successful completion of an animal obedience class shall require the production of a canine good citizenship certificate for the dog by a certified tester pursuant to the standards of the American Kennel Club. In the instance of other animals that have been determined to be dangerous animals under this article, evidence of successful completion of an animal obedience class shall require a certificate from the trainer who performed the training program certifying that the animal satisfied all requirements of the class and that the animal is obedient.

# Section 5. Requirements for possession of a potentially dangerous animal.

- (a) Any owner of a potentially dangerous animal shall be jointly and severally responsible with other owners of such animal for compliance with the requirements of this article. Except where a different date for compliance with a requirement is specifically identified in this article, the potentially dangerous animal owner's or owners' responsibility for compliance with the requirements of this article shall commence on the final determination date.
- (b) No person shall own, possess, keep, harbor, or have custody of a potentially dangerous animal except in compliance with all of the following requirements:
  - (1) A potentially dangerous animal shall not be permitted to remain in the city unless it is properly registered as provided in this article and as otherwise required by law or ordinance, within thirty (30) days of the final determination date.
  - (2) Except under the circumstances otherwise specifically permitted by this article, a potentially dangerous animal shall at all times be maintained inside a proper enclosure.
  - (3) The premises where a potentially dangerous animal is kept shall be posted with a clearly visible sign warning that there is an animal on the premises that is potentially dangerous to human beings. Such sign shall also include a symbol sufficient to convey without words the message that there is an animal on the premises that presents a potential danger to human beings.
  - (4) Within thirty (30) days of the final determination date, the owner of a potentially dangerous animal shall begin attending, and within seventy-five (75) days after the final determination date, the owner of a potentially dangerous animal shall successfully complete an animal obedience class with the animal, as offered through a certified program, and shall produce evidence of such attendance and successful completion by the dangerous animal. In the instance of a dog that has been determined to be a potentially dangerous animal, evidence of successful completion of an animal obedience class shall require the production of a canine good citizenship certificate for the dog by a certified tester pursuant to the standards of the American Kennel Club. In the instance of other animals that have been

determined to be potentially dangerous animals under this article, evidence of successful completion of an animal obedience class shall require a certificate from the trainer who performed the training program certifying that the animal satisfied all requirements of the class and that the animal is obedient.

# Section 6. Registration of dangerous animals and potentially dangerous animals.

- (a) No dangerous animal or potentially dangerous animal shall be permitted to remain in the city unless it is registered in accordance with this article. In addition to the annual registration and/or licensing fees otherwise required by law and ordinance, the owner of a dangerous animal or a potentially dangerous animal shall pay an annual fee set by the City Council and shall register such owner's animal with the Sheriff Department as a dangerous animal or a potentially dangerous animal according to the classification and determination previously made under this article. No dangerous animal or potentially dangerous animal shall be registered unless the owner can provide sufficient evidence that all of the provisions in this article, as applicable, have been and are being met. An animal that has commenced an animal obedience class in a timely manner under with its owner may be issued a registration, which registration shall be subject to successful completion of the class in accordance with said subsections.
- (b) The registration provided by this section shall be nontransferable. The registration shall be renewed annually or upon the earlier of the transfer of ownership or possession of the animal or a change in the location of the animal's primary habitat. The registration year shall be the period from the date of initial registration to the next December thirty-first, inclusive, unless otherwise provided. All registrations expire on the thirty-first (31<sup>st</sup>) day of December unless suspended or revoked.

# Section 7. Transfer of ownership or possession.

Upon the transfer of ownership or possession of any dangerous animal or potentially dangerous animal, the transferor shall provide the police chief with the name, address and telephone numbers of the new owner of the animal and the effective date of the transfer. Any transferee of a dangerous animal or potentially dangerous animal shall be presumed to have notice of the animal's classification as such

## Section 8. Notice to police department.

The owner of a dangerous animal or potentially dangerous animal shall notify the police department in person or by telephone within twenty-four (24) hours of the occurrence of any one (1) of the following events:

- (a) The animal has escaped or has otherwise ceased to be in the custody of the owner for any reason, unless the owner knows such animal to be physically secured and restrained or confined in the custody of another competent adult.
- (b) Such animal has attacked a human being.
- (c) Such animal has been sold, given or otherwise transferred to the ownership or possession of another person.
- (4) The animal has died.
- (5) The animal is leaving the City of Pontiac.

# Section 9. Restraints when outside proper enclosure.

It shall be unlawful for the owner of a dangerous animal or a potentially dangerous animal to permit the animal to be outside a proper enclosure unless the animal is properly muzzled, if a dangerous animal, and restrained on a suitable leash and is under the physical restraint of a responsible person that is physically capable maintaining control of the animal at all times.

# Section 10. Confiscation and disposition of animals.

- (a) A dangerous animal may be immediately confiscated by an authorized enforcement officer or a county animal control officer upon a determination by such an officer that one (1) or more of the following circumstances exists:
  - (1) The owner of the animal does not have the proper liability insurance as required herein.
  - (2) The animal is not validly and currently registered as required herein.
  - (3) The animal is not maintained in a proper enclosure as required herein.
  - (4) The animal is not under the restraints required herein, whether or not such animal is then in the custody or possession of its owner.
  - (5) The owner has failed to attend obedience classes with the animal or the animal has failed to successfully complete such obedience classes, as required herein.
- (b) A potentially dangerous animal may be confiscated by an authorized enforcement officer or a county animal control officer upon a determination by such an officer that one (1) or more of the following circumstances exists:
  - (1) The animal is not validly and currently registered as required herein.
  - (2) The animal is not maintained in a proper enclosure as required herein.
  - (3) The animal is not under the restraints required herein, whether or not such animal is then in the custody or possession of its owner.
  - (4) The owner has failed to attend obedience classes with the animal or the animal has failed to successfully complete such obedience classes, as required herein.
- (c) Any animal that is confiscated under either subsection (a) or (b) of this section shall be returned to its owner upon the owner's compliance with the provisions of this article and upon the payment of the actual costs of boarding the animal, plus a confiscation fee as set by the City Council. The foregoing shall be in addition to the penalties otherwise provided for under this article.
- (d) If the confiscated animal remains unclaimed for a period of four (4) days after written notice of the confiscation to the owner, or if the identity of the owner cannot be determined and a description of the animal has been given to the police department and the animal remains unclaimed, then the animal shall be examined by a veterinarian and/or an authorized representative of the county animal control division to determine the viability of the animal or appropriate course of destruction of the animal if necessary.

## Section 11. District court action.

(a) In lieu of the notice and hearing requirements in this article, the authorized enforcement officer may file a sworn complaint in district court that an animal is a dangerous animal

and that the animal has caused serious injury or death to a person or has caused serious injury or death to a domestic animal, without provocation. The district court shall issue a summons to the owner ordering him or her to appear to show cause why the animal should not be destroyed.

- (b) Upon the filing of a sworn complaint as provided in subsection (a), the district court shall order the owner to immediately turn the animal over to a proper animal control authority, an incorporated humane society, a licensed veterinarian, or a boarding kennel, at the owner's option, to be retained by them until a hearing is held and a decision is made for the disposition of the animal. The owner shall notify the person who retains the animal under this section of the complaint and order. The expense of the boarding and retention of the animal is to be borne by the owner.
- (c) After a hearing, the district court shall order the destruction of the animal, at the expense of the owner, if the animal is found to be a dangerous animal that caused serious injury or death to a person, dog or other domestic animal. After a hearing, the court may order the destruction of the animal, at the expense of the owner, if the court finds that the animal is a dangerous animal that did not cause serious injury or death to a person but is instead a potentially dangerous animal that is likely in the future to cause serious injury or death to a person or in the past has been adjudicated as a dangerous animal.
- (d) If the court finds that an animal is a dangerous animal that has not caused serious injury or death to a person, or is a potentially dangerous animal, the court shall notify the animal control authority for Oakland County of the finding of the court, the name of the owner of the dangerous animal or potentially dangerous animal, and the address at which the animal is kept. In addition, the court shall order the owner of the animal to do one (1) or more of the following:
  - (1) Have the animal tattooed or micro chipped in such a manner as to enable the animal to be readily identified as having been determined to be a dangerous or potentially dangerous animal.
  - (2) Take specific steps, such as escape proof fencing or enclosure, including a top or roof, to ensure that the animal cannot escape and unauthorized individuals cannot enter the premises.
  - (3) Obtain and maintain liability insurance sufficient to protect the public from any damage or harm caused by the animal.
  - (4) Take any other action appropriate to protect the public, including order animal obedience classes at a licensed facility.

# Section 12. Removal of potentially dangerous animal classification.

The owner of a dog that has been determined to be a potentially dangerous animal may request that the classification of the dog as a potentially dangerous animal should be reconsidered and removed, which request may be granted by the district court or animal review board, as applicable, if the owner demonstrates that the dog has been incident free for more than eighteen (18) months, the dog and owner have successfully completed obedience training, the dog has been issued and maintained a canine good citizenship certificate by a certified tester pursuant to the standards of

the American Kennel Club, and the owner has complied in all respects with the provisions of this chapter of the code and any applicable court orders. A request submitted to the animal review board for removal of a potentially dangerous animal classification under this section must be made on a form provided by the city clerk for such purposes and must include a nonrefundable administrative and processing fee established by resolution of the city council and such other information deemed necessary by the city clerk for purposes of processing the request.

#### Section 13. Penalties for violation.

In addition to the penalties set forth elsewhere in this article the owner of a dangerous animal or a potentially dangerous animal that fails to comply with the provisions of this article shall be guilty of a misdemeanor punishable by not more than five hundred dollars (\$500.00) and/or ninety (90) days in jail.

# #7 ORDINANCE



# CITY OF PONTIAC Department of Building Safety & Planning Planning Division

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

Mayor Deirdre Waterman

# TO: HONORABLE MAYOR, COUNCIL PRESIDENT AND CITY COUNCIL

- FROM: VERN GUSTAFSSON PLANNING MANAGER THROUGH THE OFFICE OF DEPUTY MAYOR, JANE BAIS-DISESSA
- SUBJECT: MOTION TO APPROVE FIRST READING TO AMEND HISTORIC PRESERVATION ORDINANCE, CHAPTER 74, ARTICLE III: PRESERVATION OF HISTORIC BUILDINGS

#### DATE: NOVEMBER 27, 2019

Article III: Preservation of Historic Buildings Ordinance, has undergone a technical review by the Planning Division and The State Historic Preservation Office and the Historic District Commission reviewed and approved. The sections were modified or added regarding policies, powers, and procedures of the Historic District Commission and sections that served to improve the effectiveness and enforcement of Historic Preservation in the City of Pontiac [see attached draft Preservation of Historic Building Ordinance].

#### City Council: Motion to Approve First Reading.

Motion to approve first reading to amend Historic Preservation Ordinance, Chapter 74, Article III: Preservation of Historic Buildings and to repeal Sections 54-51 through 74-62.

#### CITY OF PONTIAC \*\* ORDINANCE NO. \*

AN ORDINANCE TO AMEND CHAPTER 74 ARTICLE III PRESERVATION OF HISTORIC BUILDINGS ORDINANCE TO INCLUDE LANGUAGE AND HISTORIC DISTRICT COMMISION POWERS THAT ARE IN ACCORDANCE TO THE MICHIGAN ZONING ENABLING ACT 110 OF 2006 AND TO REPEAL SECTIONS 74-51 THROUGH 74-62.

#### THE CITY OF PONTIAC ORDAINS:

#### Article III. Preservation of Historic Buildings

#### 74-63 PURPOSE AND INTENT

Historic preservation is hereby declared to be a public purpose and the Historic District Commission of the City of Pontiac may hereby regulate the construction, addition, alteration, repair, moving, excavation, and demolition of resources in historic districts within the City limits. The purpose of this Ordinance is to:

- 1. Safeguard the heritage of the City of Pontiac by preserving districts which reflect elements of its history, architecture, archaeology, engineering, or culture.
- 2. Stabilize and improve property values in each district and surrounding areas.
- 3. Foster civic beauty.
- 4. Strengthen the local economy.

Promote the use of historic districts for the education, pleasure, and welfare of the citizens of the City of Pontiac and of the State of Michigan.

The City of Pontiac may by Ordinance establish one or more historic districts. The historic district(s) shall be administered by the Historic District Commission and pursuant to this Ordinance.

#### 74-64 DEFINITIONS

- 1. "Alteration" means work that changes the detail of a resource but does not change its basic size or shape.
- 2. "Certificate of Appropriateness" means the written approval of a permit application for work that is appropriate and does not adversely affect a resource.
- 3. "Commission" means the Historic District Commission of the City of Pontiac.
- 4. **"Demolition"** means the razing or destruction, whether entirely or in part, of a resource and includes, but is not limited to, demolition by neglect.

1

- 5. "Demolition by Neglect" means neglect in maintaining, repairing, or securing a resource that results in deterioration of an exterior feature of the resource or the loss of structural integrity of the resource.
- 6. **"Denial"** means the written rejection of a permit application for work that is inappropriate and that adversely affects a resource.
- 7. **"Fire Alarm System"** means a system designed to detect and annunciate the presence of fire or by-products of fire. Fire alarm system includes smoke alarms.
- 8. **"Historic District"** means an area, or group of areas, not necessarily having contiguous boundaries, that contains one resource or a group of resources that are related by history, architecture, archaeology, engineering, or culture.
- 9. "Historic Preservation" means the identification, evaluation, establishment, and protection of resources significant in history, architecture, archaeology, engineering, or culture.
- 10. **"Historic Resource"** means a publicly or privately owned building, structure, site, object, feature or open space that is significant in the history, architecture, archaeology, engineering, or culture of the city of Pontiac, state of Michigan, or the United States.
- 11. **"Notice to Proceed"** means the written permission to issue a permit for work that is inappropriate and that adversely affects a resource, pursuant to a finding under Section 399.205(6) of Public Act 169 of 1970, as amended.
- 11. **"Open Space"** means undeveloped land, a naturally landscaped area, or a formal or man-made landscaped area that provides a connective link or buffer between other resources.
- 12. **"Ordinary Maintenance"** means keeping a resource unimpaired and in good condition through ongoing minor intervention, undertaken from time to time, in its exterior condition. Ordinary maintenance does not change the external appearance of the resource except through the elimination of the usual and expected effects of weathering. Ordinary maintenance does not constitute work for the purposes of this Ordinance.
- 13. **"Proposed Historic District"** means an area, or group of areas not necessarily having contiguous boundaries, that has delineated boundaries and that is under review by a committee or a standing committee for the purpose of making a recommendation as to whether it should be established as a historic district or added to an established historic district.
- 14. **"Repair"** means to restore a decayed or damaged resource to good or sound condition by any process. A repair that changes the external appearance of a resource constitutes work for the purposes of this Ordinance.
- 15. **"Resource"** means one or more publicly or privately owned historic or nonhistoric buildings, structures, sites, objects, features, or open spaces located within a historic district.

- 16. **"Smoke Alarm"** means a single-station or multiple-station alarm responsive to smoke and not connected to a system. As used in this subdivision, "single-station alarm" means an assembly-incorporating a detector, the control equipment, and the alarm sounding device into a single unit, operated from a power supply either in the unit or obtained at the point of installation. "Multiple-station alarm" means 2 or more single-station alarms that are capable of interconnection such that actuation of 1 alarm causes all integrated separate audible alarms to operate.
- 17. "Work" means construction, addition, alteration, repair, moving, excavation, or demolition.

#### 74-65 THE HISTORIC DISTRICT COMMISSION

a) City Council may establish by ordinance a commission to be called a Historic District Commission. The Commission may be established at any time, but not later than the time the first historic district is established. Each member of the Commission shall reside within the city limits. The Commission shall consist of seven (7) members. Members shall be appointed by the Mayor. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Membersshall be appointed for a term of three (3) years, except the initial appointments of three (3) members for a term of two (2) years and two (2) members for a term of one year. Subsequent appointments shall be for three-year terms. Members shall be eligible for reappointment. In the event of a vacancy on the Commission, interim appointments shall be made by the City Council within sixty (60) calendar days to complete the unexpired term of such position. Two (2) members shall be appointed from a list submitted by duly organized local historic preservation organizations. If such a person is available for appointment, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan. The commission shall have no less than three members who are property owners within the historic districts. Any member who has three unexcused absences during the course of one year will be

considered to have resigned from the Commission and the Mayor may make an interim appointment to complete the unexpired term of such position. A member may be removed from the Commission by the Mayor for misfeasance, malfeasance, or nonfeasance in the office after having the opportunity to be heard before the City Council, and upon an affirmative vote of majority of the seated Council.

- b) The Mayor may prescribe powers and duties of the Commission, in addition to those prescribed in this Ordinance, that foster historic preservation activities, projects, and programs in the local unit.
- c) Coordination between the county historic commission and the city historic commission shall be maintained. The overall historical preservation plan of the city shall be submitted to the county historic commission for review, and county plans submitted to the city's historic district commission. Day-to-day activities of legal commissions concerning alteration and restoration decisions need not be submitted to the county but only those plans which have other than strictly local significance.
- d) To the extent any Historic District Commission(s) were created under prior legislation authorizing such creation, they shall remain in full force and effect and be governed and have the authorities established herein.

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#### 74-66 ACCEPTANCE OF GIFTS OR GRANTS

The City Council may accept state or federal grants for historic preservation purposes; may participate in state and federal programs that benefit historic preservation, and may accept public or private gifts for historic preservation purposes. The City Council may appoint the Historic District Commission to accept and administer grants, gifts, and program responsibilities.

#### 74-67 ESTABLISHING ADDITIONAL, MODIFIYING, OR ELIMINATING HISTORIC DISTRICTS

- The City Council may at any time establish by ordinance additional historic districts, including proposed districts previously considered and rejected, may modify boundaries of an existing historic district, or may eliminate an existing historic district. Before establishing, modifying, or eliminating a historic district, a historic district study committee appointed by the City Council shall follow the procedures as stated in Section 399.203 (1-3) of Public Act 169 of 1970, as amended. To conduct these activities, the City Council may retain the initial committee, establish a standing committee, or establish a committee to consider only specific proposed districts and then be dissolved. The committee shall consider any previously written committee reports pertinent to the proposed action.
- 2. In considering elimination of a historic district, a committee shall follow the procedures set forth in Section 399.203 (1-3) of Public Act 169 of 1970, as amended for the issuance of a preliminary report, holding a public hearing, and issuing a final report but with the intent of showing one or more of the following:
  - a. The historic district has lost those physical characteristics that enabled the establishment of the district.
  - b. The historic district was not significant in the way previously defined.
  - c. The historic district was established pursuant to defective procedures.

#### 74-68 HISTORIC DISTRICT STUDY COMMITTEE AND THE STUDY COMMITTEE REPORT

Before establishing a historic district(s), the Mayor shall appoint a Historic District Study Committee. A majority of the persons appointed to the Study Committee shall have a clearly demonstrated interest in or knowledge of historic preservation. The Study Committee shall contain representation of at least one member appointed from one or more duly organized local historic preservation organizations. The Study Committee shall do all of the following:

- A. Conduct a photographic inventory of resources within each proposed historic district following procedures established by the State Historic Preservation Office of the Michigan Historical Center.
- B. Conduct basic research of each proposed historic district and historic resources located within that district.
- C. Determine the total number of historic and non-historic resources within a

proposed historic district and the percentage of historic resources of that total. In evaluating the significance of historic resources, the Committee shall be guided by the selection criteria for evaluation issued by the United States Secretary of the Interior for inclusion of resources in the National Register of Historic Places, as set forth in 36 CFR part 60, and criteria established or approved by the State Historic Preservation Office of the Michigan Historical Center.

- D. Prepare a preliminary Historic District Study Committee report that addresses at a minimum all of the following:
  - 1. The charge of the Committee.
  - 2. The composition of Committee membership.
  - 3. The historic district(s) studied.
  - 4. The boundaries of each proposed historic district in writing and on maps.
  - 5. The history of each proposed historic district.
  - 6. The significance of each district as a whole, as well as a sufficient number of its individual resources to fully represent the variety of resources found within the district, relative to the evaluation criteria.
  - 7. Transmit copies of the preliminary report for review and recommendations to the local planning body, the State Historic Preservation Office of the Michigan Historical Center, the Michigan Historical Commission, and the State Historic Preservation Review Board.
  - 8. Make copies of the preliminary report available to the public pursuant to Section 399.203 (4) of Public Act 169 of 1970, as amended.
- E. Not less than sixty (60) calendar days after the transmittal of the preliminary report, the Historic District Study Committee shall hold a public hearing in compliance with Public Act 267 of 1976, as amended. Public notice of the time, date and place of the hearing shall be given in the manner required by Public Act 267. Written notice shall be mailed by first class mail not less than fourteen

(14) calendar days prior to the hearing to the owners of properties within the proposed historic district, as listed on the most current tax rolls. The report shall be made available to the public in compliance with Public Act 442 of 1976, as amended.

- F. After the date of the public hearing, the Committee and the City Council have not more than one year, unless otherwise authorized by the City Council, to take the following actions:
  - 1. The Committee shall prepare and submit a final report with its recommendations and the recommendations, if any, of the local planning body to the City Council as to the establishment of a Historic District(s). If the recommendation is to establish a Historic District(s), the final report shall include a draft of the proposed ordinance(s).
  - 2. After receiving a final report that recommends the establishment of a Historic District(s), the City Council, at its discretion, may introduce and pass or reject an ordinance(s). If the City Council passes an ordinance(s) establishing one or more Historic Districts, the City shall file a copy of the ordinance(s), including a legal description of the property or properties located within the Historic District(s) with the Register of Deeds. The City Council shall not

pass an ordinance establishing a contiguous historic district less than 60 days after a majority of the property owners within the proposed historic district, as listed on the tax rolls of the local unit, have approved the establishment of the historic district pursuant to a written petition.

G. A writing prepared, owned, used, in the possession of, or retained by a committee in the performance of an official function of the Historic District Commission should be made available to the public in compliance with Public Act 442 of 1976, as amended.

#### 74-69 HISTORIC DISTRICT COMMISSION MEETINGS, RECORDKEEPING & RULES OF PROCEDURE

- 1. The Historic District Commission shall meet at monthly or more frequently at the call of the Commission.
- 2. The business that the Commission may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended. Public notice of the date, time, and place of the meeting shall be given in the manner required by Public Act 267. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the Commission.
- 3. At least four (4) members of the Historic District Commission shall constitute a quorum for the transaction of business, The passage of any resolution, motion, or other action by the commission shall be a majority vote.
- 4. The Commission shall keep a record of its resolutions, proceedings and actions. A writing prepared, owned, used, in the possession of, or retained by the Commission in the performance of an official function shall be made available to the public in compliance with the Freedom of Information, Public Act 442 of 1976, as amended.
- 5. The commission shall adopt its own rules of procedure and shall adopt design review standards and guidelines to carry out its duties under this act.

#### 74-70 DELEGATION OF MINOR CLASSES OF WORK

The commission may delegate the issuance of Certificates of Appropriateness for specified minor classes of work to its staff, or to another delegated authority. The Commission shall provide to its delegated authority specific written standards for issuing Certificates of Appropriateness under this subsection. The Commission shall review the Certificates of Appropriateness issued by the delegate on at least a quarterly basis to determine whether or not the delegated responsibilities should be continued.

#### 74-71 ORDINARY MAINTENANCE

Nothing in this Ordinance shall be construed to prevent ordinary maintenance or repair of a resource within a historic district or to prevent work on any resource under a permit issued by the inspector of buildings or other duly delegated authority before the Ordinance was enacted.

#### 74-72 REVIEW BY THE COMMISSION

The Commission shall review and act upon only exterior features of a resource and shall not review and act upon interior arrangements unless specifically authorized to do so by the City Council or unless interior work will cause visible change to the exterior of the resource. The Commission shall not disapprove an application due to considerations not prescribed in subsection 399.205 (3) of Public Act 169 of 1970, as amended.

a) The historic district commission shall approve or disapprove the plans submitted under this article and, if approved, shall issue a certificate of approval which is to be signed by the chairman and the relevant plans, if any, shall be stamped by the commission signifying its approval thereof, and such certificate and plans shall be transmitted to the building and safety engineering division and/or the planning commission if applicable.

(b) No work shall begin until the certificate of approval is filed, but in the case of rejection, the certificate is binding on the building and safety engineering division or other duly delegated authority and no permit shall be issued in such case. If the historic district commission disapproves the application, it shall state its reasons for doing so and shall transmit a record of such action, together with the reasons therefor, in writing to the building and safety engineering division and the applicant. The commission may advise the applicant in a transmittal of the changes in the proposed plans which are necessary to obtain commission approval. The applicant may make modifications to any plans disapproved and shall have the right to resubmit his application thereafter for commission approval.

(c) After the certificate of approval has been issued and the building permit, if any, granted to the applicant, the designated building inspector shall from time to time inspect the construction, alteration, repair, moving or demolition approved by such certificate and shall take action as is necessary to force compliance with the plans as approved.

(d) The failure of the historic district commission to act within 30 days after the date a properly completed application has been filed with the planning and community renewal division, unless an extension is agreed upon mutually by the applicant and the commission, shall be deemed to constitute approval.

#### 74-73 DESIGN REVIEW STANDARDS AND GUIDELINES

 In reviewing plans, the Commission shall follow the U.S. Secretary of Interior's Standards for Rehabilitation and guidelines for rehabilitating historic buildings as set forth in 36 C.F.R. part 67. Design review standards and guidelines that address special design characteristics of historic districts administered by the Commission may be followed if they are equivalent in guidance to the Secretary of Interior's Standards and guidelines and are established or approved by the State Historic Preservation Office of the Michigan Historical Center.

2. In reviewing plans, the Commission shall also consider all of the following:

- A. The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.
- B. The relationship of any architectural features of the resource to the rest of the resource and to the surrounding area.
- C. The general compatibility of the design, arrangement, texture, and materials proposed to be used.

D. Other factors, such as aesthetic value, that the commission finds relevant.
 E. Whether the applicant has certified in the application that the property where the work will be undertaken has, or will have before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

#### 74-74 PERMIT APPLICATIONS FOR CONSTRUCTION, REPAIR, MOVING, DEMOLITION AFFECTING EXTERIOR APPERANCE OF HISTORIC SITES, STRUCTURES, OR OBJECTS LOCATED WITHIN HISTORICS DISTRICTS

A permit shall be obtained before any work affecting the exterior appearance of a resource is performed within a historic district. The person, individual, partnership, firm, corporation, organization, institution, or agency of government proposing to do that work shall file an application for a permit with the inspector of buildings. Upon receipt of a complete application, the inspector of buildings shall immediately refer the application, along with all required supporting materials that make the application complete to the commission. A permit shall not be issued and proposed work shall not proceed until the Commission has acted on the application by issuing a Certificate of Appropriateness or a Notice to Proceed as prescribed in this Ordinance. A commission shall not issue a certificate of appropriateness unless the applicant certifies in the application that the property where work will be undertaken has, or will have before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

- 3. The Commission shall file Certificates of Appropriateness, Notices to Proceed, and Denials of applications for permits with the inspector of buildings. A permit shall not be issued until the Commission has acted as prescribed by this Ordinance.
- 4. If an application is for work that will adversely affect the exterior of a resource the Commission considers valuable to the City of Pontiac, the state of Michigan, or the nation, and the Commission determines that the alteration or loss of that resource will adversely affect the public purpose of the city, state, or nation, the Commission shall attempt to establish with the owner of the resource an economically feasible plan for the preservation of the resource.
- 5. The failure of the Commission to act on an application within sixty (60) calendar days after the date a complete application is filed with the Commission, unless an extension is agreed upon in writing by the applicant and the Commission, shall be considered to constitute approval.
- 6. The Commission may charge a reasonable fee to process a permit application.

#### 74-75 DENIALS

If a permit application is denied, the decision shall be binding on the inspector or other authority. A Denial shall be accompanied by a written explanation by the Commission of the reasons for denial and, if appropriate, a notice that an application may be re-submitted for Commission review when the suggested changes have been made. The Denial shall also include the notification of the applicant's right to appeal to the State Historic Preservation Review Board and to the circuit court.

#### 74-76 NOTICE TO PROCEEED

Work within a historic district shall be permitted through the issuance of a Notice to Proceed by the Commission if any of the following conditions prevail and if the proposed work can be demonstrated by a finding of the Commission to be necessary to substantially improve or correct any of the following conditions:

- A. The resource constitutes a hazard to the safety of the public or to the structure's occupants.
- B. The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing, and environmental clearances.
- C. Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the historic district, have been attempted and exhausted by the owner.
- D. Retaining the resource is not in the interest of the majority of the community.

#### 74-77 APPEAL OF A COMMISSION DECISION

- 1. An applicant aggrieved by a decision of the Commission concerning a permit application may file an appeal with the State Historic Preservation Review Board. The appeal shall be filed within sixty (60) calendar days after the decision is furnished to the applicant. The appellant may submit all or part of the appellant's evidence and arguments in written form. The State Historic Preservation Review Board shall consider an appeal at its first regularly scheduled meeting after receiving the appeal. A permit applicant aggrieved by the decision of the State Historic Preservation Review Board may appeal the decision to the circuit court having jurisdiction over the historic district commission whose decision was appealed to the State Historic Preservation Review Board.
- 2. Any citizen or duly organized historic preservation organization in the City of Pontiac, as well as resource property owners, jointly or severally aggrieved by a decision of the historic district commission may appeal the decision to the circuit court, except that a permit applicant aggrieved by a decision rendered under this Ordinance may not appeal to the court without first exhausting the right to appeal to the State Historic Preservation Review Board.

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#### 74-78 WORK WITHOUT A PERMIT

When work has been done upon a resource without a permit, and the Commission finds that the work does not qualify for a Certificate of Appropriateness, the Commission may require an owner to restore the resource to the condition that the resource was in before the inappropriate work or to modify the work so that it qualifies for a Certificate of Appropriateness. If the owner does not comply with the restoration or modification requirement within a reasonable time, the Commission may seek an order from the circuit court to require the owner to restore the resource to its former condition or to modify the work so that it qualifies for a Certificate of Appropriateness. If the owner does not comply with the order of the court, the Commission or its agents may enter the property and conduct work necessary to restore the resource to its former condition or modify the work so that it qualifies for a Certificate of Appropriateness in accordance with the court's order. The costs of the work done shall be charged to the owner, and may be levied by the City of Pontiac as a special assessment against the property. When acting pursuant to an order of the circuit court, the Commission or its agents may enter a property for purposes of this section.

#### 74-79 DEMOLITION BY NEGLECT

Upon a finding by the Commission that a historic resource within a historic district or a proposed historic district subject to its review and approval is threatened with Demolition by Neglect, the Commission may do either of the following:

- 1. Require the owner of the resource to repair all conditions contributing to demolition by neglect.
- 2. If the owner does not make repairs within a reasonable time, the Commission or its agents may enter the property and make such repairs as necessary to prevent Demolition by Neglect. The costs of the work shall be charged to the owner, and may be levied by the City of Pontiac as a special assessment against the property. The Commission or its agents may enter the property for purposes of this section upon obtaining an order from the circuit court.

#### 74-80 REVIEW OF WORK IN PROPOSED DISTRICTS

Upon receipt of substantial evidence showing the presence of historic, architectural, archaeological, engineering, or cultural significance of a proposed historic district, the City Council may, at its discretion, adopt a resolution requiring that all applications for permits within the proposed historic district be referred to the Historic District Commission as prescribed in Section 12 of the Ordinance. The Historic District Commission shall review permit applications with the same powers that would apply if the proposed historic district was an established historic district. The review may continue in the proposed historic district for not more than one year, or until such time as the City Council approves or rejects the establishment of the historic district by ordinance, whichever occurs first.

#### 74-81 EMERGENCY MORATORIUM

If the City Council determines that pending work will cause irreparable harm to resources located within an established or proposed historic district, the City Council may by resolution declare an emergency moratorium on all such wok for a period not to exceed six (6) months. The City Council may extend the emergency moratorium for an additional period not to exceed six (6) months, upon finding that the threat of irreparable harm to resources is still present. Any pending permit application concerning a resource subject to an emergency moratorium may be summarily denied.

#### 74-82 PENALTIES FOR VIOLATIONS

- 1. A person, individual, partnership, firm, corporation, organization, institution, or agency of government that violates this act is responsible for a civil violation and may be fined not more than \$5,000.00.
- 2. A person, individual, partnership, firm, corporation, organization, institution, or agency of government that violates this act may be ordered by the court to pay the costs to restore or replicate a resource unlawfully constructed, added to, altered, repaired, moved, excavated or demolished.

#### 74-83 ACQUISITION OF HISTORIC RESOURCES

If all efforts by the Commission to preserve a resource fail, or if it is determined by the City Council that public ownership is most suitable, the City Council, if considered to be the public interest, may acquire the resource using public funds, public or private gifts, grants or proceeds from the issuance of revenue bonds. The acquisition shall be based upon the recommendation of the Commission. The Commission is responsible for maintaining publicly owned resources using its own funds, if not specifically designated for other purposes, or public funds committed for that use by the City Council. Upon recommendation of the Commission, the City may sell resources acquired under this section with protective easements included in the property transfer documents, if appropriate.

#### 74-84 HISTORIC DISTRICT BOUNDARY

The historic district commission shall designate certain properties located within historic districts as historic sites after due consideration of such property's:

- (a) Quality of significance in American, state and/or city history, architecture, archaeology, engineering and culture;
- (b) Integrity of location, design, setting, materials, workmanship, feeling and association;
- (c) Relationship to events that have made a significant contribution to the broad patterns of our history;
- (d) Association with the lives of persons significant in our past;
- (e) Distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; and
- (f) Potential for restoration.

#### The following described properties are hereby designated as historic districts:

(1) <u>Franklin Boulevard Historic District</u>: Lots 12 through 19 and lots 22 through 61 of Assessor's Plat No. 41; lots 32 through 42, the north 117.92 feet of lot 43, lot 44 exc. the south 48 feet, and lots 57 through 64 of Assessor's Plat No. 112; lots 25 through 31 and lots 37 through 40 of Assessor's Plat No. 115; lots 1 through 20 of Assessor's Plat No. 129; lots 1 through 5, the north 125 feet of lot 6, lot 7 exc. the south 55 feet, lot 8 exc. the east 10 feet of the south 55 feet, lots 9 and 10 exc. the south 45 feet, and lots 11 through 48 of Forest Lawn Addition; and lots 1 through 8 of Johnson Addition; City of Pontiac, Oakland County, Michigan, as recorded in the Oakland County Records.

(2) <u>Fairgrove Avenue Historic District</u>: Oakland County Agricultural Society's Addition, lots 3 through 11, north 95 feet of lot 12, lots 13 through 31, east 45 feet of lot 32, the easterly 47.4 feet of lot 99 and lots 100 through 102; Assessor's Plat No. 26, lot 9; Assessor's Plat No. 27, lot 12.

(3) <u>Modern Housing Corporation Addition Historic District</u>: Modern Housing Corporation Addition, lots 130 through 414, 613, 618 through 622, 624 through 634, and 638 through 645.

(4) <u>Seminole Hills Historic District</u>: Seminole Hills Subdivision, lots 21 through 35, and 37 through 556; Crofoot's Western Addition, block 4, lots 1, 2, 3, 6, 7, 10, 11, 14, 15 and 18; and Roberts Subdivision, lots 1 through 36.

(5) <u>Pontiac Commercial Historic District</u>: Original plat, lots 1 through 5, 17 through 22 excluding the north 10.5 feet of lot 22, the north 30 feet of lot 28, lots 36 through 69, the north 30 feet of lot 77, lots 79 through 95, 118, 119 and 131 through 141; Assessor's Plat No. 28, lots 14, 21, and 22; Assessor's Plat No. 46, lots 1, 2, 3, 48, 49 and 50, excluding the southerly 12 feet of said lots 48 and 49; Assessor's Plat No. 112, lots 11 through 19; Assessor's Plat No. 113, lots 1 through 8 and 26 through 30; Assessor's Plat No. 119, lots 79 and 80; and Huron Addition, lots 1 through 5.

(6) <u>Horatio N. Howard House Historic District</u>: Stockwell and Tregent's Addition, block 1, east
 170 feet of lot 13, exc. south 44 feet.

(7) <u>Wisner House Historic District</u>: Assessor's Plat No. 4, lot 7 exc. beginning at the northeast corner of lot 249, Assessor's Plat No. 140, City of Pontiac, Michigan, thence south 45 degrees 11 minutes 10 seconds east 181.55 feet; thence north 43 degrees 56 minutes 40 seconds east along the northerly line of lot 246, Assessor's Plat No. 140, 20 feet; thence north 45 degrees 11 minutes 10 seconds west 91.7 feet; thence north 28 degrees 39 minutes 10 seconds west 52.5 feet; thence north 35 degrees 21 minutes 10 seconds west 41 feet to the point of curve to the left, having a radius of 23.23 feet a central angle of 100 degrees 30 minutes 50 seconds, thence around the arc of curve a distance of 40.75 feet to the point of tangency of such curve; thence south 44 degrees 08 minutes west 47.95 feet; thence north 88 degrees 20 minutes east along the northerly line of lot 249, Assessor's Plat No. 140, 40.05 feet to the point of beginning, also exc. a strip of land lying northeasterly of a line 60 feet southwesterly of and parallel to the centerline of Oakland Avenue as now established for Oakland Avenue widening.

(8) <u>St. Vincent DePaul Church Complex Historic District</u>: Assessor's Plat No. 134, lot 50 and the north 220 feet of lot 51.

(9) *First United Methodist Church Historic District*: Assessor's Plat No. 130, lots 16, 17, 18 and also all that part of vacated Judson Street lying adjacent.

(10) <u>Central School Historic District</u>: Assessor's Plat No. 142, lot 3, exc. that part lying westerly of the easterly line of Perimeter Road as now laid out.

(11) <u>Cook Nelson, American Legion Post No. 20 Historic District</u>: Assessor's Plat No. 136, lots 3 through 9.

(12) <u>Oakhill Cemetery Historic District</u>: Assessor's Plat No. 19, lots 1 and 2, exc. that part lying south of the north line of permanent right-of-way of Pontiac Clinton Drain No. 2; Assessor's Plat No. 20, lot 15; and Assessor's Plat No. 145, lots 2, 3, and 4.

(13) <u>Eastern Michigan Asylum Historic District</u>: Those parts of the south half of Section 19 and the north half of Section 30, Township 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, more particularly described as follows:

Commencing at the southwest corner of said Section 19; thence south 89 degrees 15 minutes 33 seconds east 500.00 feet to the point of beginning; thence south 0 degrees 13 minutes 24 seconds east, 1200.00 feet; thence south 89 degrees 15 minutes 33 seconds east 1350.00 feet; thence south 0 degrees 13 minutes 24 seconds east 500.00 feet; thence south 89 degrees 15 minutes 33 seconds east 1600.00 feet; thence north 23 degrees 13 minutes 36 seconds east 924.20 feet; thence north 43 degrees 47 minutes 15 seconds west 2100.00 feet; thence north 47 degrees 53 minutes 39 seconds east 1000.00 feet to a point on the southwesterly right-of-way line of the Grand Trunk Western Railroad, said point lying northwesterly along said railroad rightof-way line 3700.00 feet from the point of intersection of said railroad right-of-way line with northerly right-of-way line of Johnson Avenue (99 feet wide); thence north 43 degrees 47 minutes 15 seconds west 1022.11 feet along said railroad right-of-way line; along a curve to the right, radius equal to 973.14 feet, arc distance 211.98 feet, long chord bearing south 21 degrees 46 minutes 23 seconds east 210.77 feet; thence north 79 degrees 46 minutes 59 seconds west 1531.00 feet; thence south 0 degrees 00 minutes 14 seconds east 754.13 feet; thence north 86 degrees 45 minutes 45 seconds west 564.40 feet; thence south 0 degrees 08 minutes 40 seconds east 595.43 feet; thence south 19 degrees 40 minutes 35 seconds 148.12 feet; thence south 53 degrees 48 minutes 53 seconds east 235.87 feet; thence south 0 degrees 19 minutes 40 seconds east 515.69 feet; thence north 89 degrees 15 minutes 33 seconds west 55.42 feet to the point of beginning.

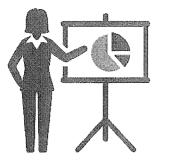
# #8 COMMUNICATION FROM THE MAYOR



## Pontiac Medical Marihuana TOWN HALL

Since the 6th Moratorium ended on November 20, 2019 Where Are We in the Application Process?

Join Us and Get your Questions Answered



PRESENTATIONS BY:

- Mayor Waterman
- City Attorneys
- Planning Division
- Finance Department



Intended to be a Workshop for All those Who are Interested in Applying

### MONDAY, DECEMBER 2, 2019 6 PM - 8 PM BOWENS SENIOR CENTER 52 BAGLEY ST. PONTIAC, MI.



# #10 RESOLUTION



#### CITY OF PONTIAC OFFICIAL MEMORANDUM

TO: Pontiac City Council

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

DATE: November 25, 2019

#### RE: 2020 NoHaz Agreement

In 2019, the City executed an agreement with Oakland County in order to participate in the household hazardous waste collection program administered by the County on behalf of 14 cities, townships and villages in the NO HAZ North Oakland Household Hazardous Waste Consortium. Five (5) collection events were held at various locations, throughout Oakland County. According to the 2019 Preliminary Collection Report, a total of 4,763 Oakland County residents participated in the program; 112 from Pontiac.

In the past, the City Council chose the "No Fee" option, which allows any resided of the City to bring waste to any of the events for free. Other options are to charge each vehicle from the City either \$10 or \$15 per vehicle. This then goes to defray the final cost to the City.

The 2020 Interlocal Agreement has been distributed by Oakland County and has been favorably reviewed by the Department of Public Works. The costs are calculated on the percentage of total population in the NO HAZ communities; Pontiac's share is \$11,318.76. We are requesting Council's authorization of \$11,318.76 for the 2005 NO HAZ program. As stated in Exhibit B, this is an estimate and the community will be charged based in actual use and participation.

Two resolutions are attached for your consideration: one for the No Fee option and the other for the Fee option (\$10/\$15 per vehicle).

JVB

Attachments



OAKLAND COUNTY EXECUTIVE DAVID COULTER

Bret Rasegan, Manager - Planning Office: (248) 858-5445 | raseganb@oakgov.com

November 20, 2019

Dear NoHaz Consortium member:

Attached please find the 2020 NoHaz program Interlocal agreement to be formally considered by your Board or Council during your December or January meetings. The only changes from the 2019 Interlocal agreement are the dates and the pricing information that is included in Exhibits A and B.

A resolution is attached which approves the agreement as well as ensures that each community appoints a representative to the NoHaz Advisory Board. It also lists whether your community wishes to charge residents \$10, \$15 or to not charge them at the collection events in 2020.

Please send the following back no later than January 31, 2020:

- two signed copies of the Interlocal Agreement (note that on the front page and page 13 you need to fill in an address)
- signed resolution
- > copy of meeting minutes (you can send draft minutes)

Information should be sent to the following address:

Oakland County Economic Development & Community Affairs Attn: Whitney Calio 2100 Pontiac Lake Road, Bldg. 41W Waterford, MI 48328-0409

Feel free to contact Whitney Calio of my staff at 248-858-2071 or at caliow@oakgov.com if you need additional information or if there is a problem in meeting the deadline. Thank you for your participation in the NoHaz program. I look forward to working with you next year.

Sincerely, But Rasegan

Bret Rasegan, Manager Oakland County Planning

#### NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT BETWEEN OAKLAND COUNTY AND [NAME OF MUNICIPALITY]

This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and [Name and Address of Municipality]

("MUNICIPALITY").

In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

#### 1. INTRODUCTORY STATEMENTS

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

2. <u>PURPOSE OF AGREEMENT</u> Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the following goals and objectives.

#### 3. <u>GOALS OF THE PROGRAM:</u>

- 3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY'S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.
- 3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

#### 4. <u>OBJECTIVES OF THE PROGRAM</u>:

- 4.1 Increase public awareness of return, disposal, and source reduction options.
- 4.2 Initiate a reliable, regular, and convenient collection program for household hazardous waste collection;
- 4.3 Promote knowledge of program requirements;
- 4.4 Help divert significant quantities of household hazardous materials from landfills;
- 4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and
- 4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

**NOW THEREFORE,** in consideration of the mutual promises, obligations, representations, and assurances in this AGREEMENT, the Parties agree to the following:

- 5. <u>**DEFINITIONS**</u> The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
  - 5.1 **"ACCEPTABLE HAZARDOUS WASTE"** shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.
  - 5.2 **"ADMINISTRATIVE COSTS**" shall be defined as any and all Program costs, expenses, wages, salaries, fringe benefit costs, equipment, supplies, administrative overhead, building costs, or any costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. Administrative Costs and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.

- 5.3 **"AGENT" OR "AGENTS"** of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party's officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons' successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.
- 5.4 **"AGREEMENT"** means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.
  - 5.4.1. <u>Exhibit A</u> (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)
  - 5.4.2. **Exhibit B** (Population statistics and estimates of percentage of total participation in program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this program for participating MUNICIPALITIES).
- 5.5 **"CLAIM(S)"** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
- 5.6 **"COLLECTION SCHEDULE"** means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2020 year program in cooperation with the NoHaz Board.
- 5.7 **"COLLECTION SITE PROTOCOL"** shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NoHaz VENDOR and NoHaz BOARD, and will update as needed or requested by the parties
- 5.8 **"COUNTY"** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions,

the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.

- 5.9 **"HAZARDOUS WASTE VENDOR**" shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.
- 5.10 **"HAZARDOUS WASTE COLLECTION COSTS"** shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.
- 5.11 **"MUNICIPALITY"** as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.
- 5.12 "NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD" ("NoHaz BOARD") means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.
- 5.13 **"PARTICIPATING MUNICIPALITY"** means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.
- 5.14 **"PROGRAM HOST"** means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPLALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.
- 6. <u>COUNTY RESPONSIBILITIES</u> Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:
  - 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such

contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.

- 6.2 The COUNTY, together with the NoHaz BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to insure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the agreement in the event of default by the HAZARDOUS WASTE VENDOR.
- 6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NoHaz BOARD.
- 6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NoHaz BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.
- 6.5 The COUNTY, in consultation with the NoHaz BOARD, shall formulate a survey to be filled out by MUNICIPAL residents upon their arrival at a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NoHaz program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NoHaz BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NoHaz BOARD member except as required by law or court order.
- 6.6 The COUNTY shall provide educational support for the Program.

#### 7. <u>MUNICIPALITY'S RESPONSIBILITIES</u>

- 7.1 Upon approval of this agreement, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NoHaz BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the program within the MUNICIPALITY.
- 7.2 Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting donations on behalf of the

Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

- 7.2.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event. One additional MUNICIPAL AGENT will be provided by each MUNICIPALITY for the collection event held at Oakland University.
- 7.3 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.
  - 7.3.1 A MUNICIPALITY that had 125 participants or less at the 2019 NoHaz events will be assessed \$50.00 per collection event in 2020.
  - 7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2019 NoHaz events will be assessed \$125.00 per collection event in 2020.
  - 7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2019 NoHaz events will be assessed \$250.00 per collection event in 2020.
  - 7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2020 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.
- 8. <u>MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY</u> <u>EMPLOYEES</u> The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, any employment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status.

The MUNICIPALITY agrees to indemnify and hold harmless the COUNTY from and against any and all CLAIM(S) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to, any MUNICIPALITY AGENT'S wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

- 9. <u>NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR</u> <u>DISPOSE OF HAZARDOUS WASTE</u> Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.
- 10. <u>MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS</u> If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.
- 11. <u>PARTICIPATION FEES</u> A MUNICIPALITY may charge participating residents a fee to participate in NoHaz events. This fee will be collected by the COUNTY at the NoHaz events unless other arrangements have been made with the COUNTY in advance. The fee shall be \$10 or \$15 and the MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.

#### 12. <u>FINANCIAL RESPONSIBILITIES</u>

- 12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.
- 12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The

second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents participate in the program and there are a total of 10,000 MUNICIPAL residents participating program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

- 12.2.1 If a MUNICIPALITY hosts a hazardous waste collection event as part of this program on municipally-owned property, the MUNICIPALITY shall be reimbursed by the COUNTY out of the program's administrative budget. The amount of money provided to reimburse a MUNICIPALITY for hosting a collection event shall be a set amount and will be determined by the NoHaz BOARD. Any expenses incurred by a MUNICIPALITY which are beyond the amount determined by the NoHaz BOARD to be appropriate for a collection event shall be the sole responsibility of the MUNICIPALITY.
- 12.2.2 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NoHaz events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.
- 12.2.3 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.
- 12.2.4 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

#### 13. MUNICIPALITY'S FAILURE TO PAY

13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY

agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.

- 13.2 If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this AGREEMENT, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this AGREEMENT. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 13.3 Nothing in this Section shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this AGREEMENT against MUNICIPALITY to secure reimbursement or amounts due the COUNTY under this AGREEMENT. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this AGREEMENT, if the COUNTY pursues any legal action in any court to secure its payment under this AGREEMENT, the MUNICIPALITY agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by MUNICIPALITY.

#### 14. <u>EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER</u> <u>AGREEMENT</u>

- 14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 14.2 In any CLAIMS that may arise from the performance of this AGREEMENT, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- 14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.

14.4 This AGREEMENT does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this AGREEMENT shall be construed as a waiver of governmental immunity for either PARTY.

#### 15. <u>HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE</u> <u>MUNICIPALITY</u>

- 15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:
  - 15.1.1 "The Contractor will protect, defend and indemnify the COUNTY, PROGRAM HOSTS. and all PARTICIPATING MUNICIPALITIES, together with their controllers, trustees, officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY, PROGRAM HOSTS or PARTICIPATING MUNICIPALITIES in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor, or any subcontractor, or any employee, agent or representative of the Contractor or subcontractor."
  - 15.1.2 "The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies."
  - 15.1.3 "Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the COUNTY, PROGRAM HOSTS, or PARTICIPATING MUNICIPALITIES based upon any CLAIM brought against the COUNTY, PROGRAM HOST, OR PARTICIPATING MUNICIPALITIES by a Contractor Employee."
- 16. <u>LENGTH OF AGREEMENT</u> This AGREEMENT shall become effective at 12:01 A.M., January 1, 2020, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2020.
- 17. <u>TERMINATION OR CANCELLATION OF AGREEMENT</u> Once the agreement commences (as described in section 16 above), the parties may only terminate this AGREEMENT as provided below:
  - 17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or

cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this Agreement.

- 17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this program.
- 18. <u>SUSPENSION OF SERVICES</u> Upon notice to the MUNICIPALITY and the NoHaz ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 17. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
- 19. **LIMITATION OF LIABILITY** The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.
- 20. <u>NO THIRD PARTY BENEFICIARIES</u> Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

- 21. <u>COMPLIANCE WITH LAWS</u> Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
- 22. <u>DISCRIMINATION</u> The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- 23. <u>PERMITS AND LICENSES</u> Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
- 24. <u>**RESERVATION OF RIGHTS</u>** This AGREEMENT does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.</u>
- 25. **FORCE MAJEURE** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
- 26. <u>IN-KIND SERVICES</u>. This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
- 27. <u>DELEGATION/SUBCONTRACT/ASSIGNMENT</u> A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
- 28. **NO IMPLIED WAIVER** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with regard to any existing or subsequent breach of this AGREEMENT. No waiver of any term, condition, or provision of this AGREEMENT, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this AGREEMENT. No waiver by either Party shall subsequently affect its right to require strict performance of this AGREEMENT.

- **29. SEVERABILITY** If a court of competent jurisdiction finds a term, or condition, of this AGREEMENT to be illegal or invalid, then the term, or condition, shall be deemed severed from this AGREEMENT. All other terms, conditions, and provisions of this AGREEMENT shall remain in full force.
- **30.** <u>**CAPTIONS</u>** The section and subsection numbers, captions, and any index to such sections and subsections contained in this AGREEMENT are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this AGREEMENT. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.</u>
- 31. **NOTICES** Notices given under this AGREEMENT shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
  - 31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Economic Development & Community Affairs, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
  - 31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to:
  - 31.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
- 32. <u>GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE</u> This AGREEMENT shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any CLAIM arising under or related to this AGREEMENT shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

#### 33. <u>AGREEMENT APPROVAL AND AMENDMENT</u>

33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and

proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

- 33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.
- 34. <u>ENTIRE AGREEMENT</u> This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the terms and conditions herein are contractual and are not a mere recital and that are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.
- **35.** <u>**CONCLUSION**</u>: For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

IN WITNESS WHEREOF,	hereby acknowledges that he has been
authorized by a resolution of the	, a certified copy
of which is attached, to execute this AGREEME	NT on behalf of the MUNICIPALITY
and hereby accepts and binds the MUNICIPALI	TY to the terms and conditions of this
AGREEMENT.	

EXECUTED: DATE:

WITNESSED:

**IN WITNESS WHEREOF**, the Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this AGREEMENT on behalf of the County of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.

EXECUTED: \_\_\_\_\_

DATE:\_\_\_\_\_

Chairperson Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_

#### EXHIBIT A

#### 2020 Projected NoHaz Budget

Program Management		\$28671.00
Collection Costs		\$5550.00
Administration		\$1034.00
Education and Outreach		\$13,500.00
TOTAL		\$48,755.00
2020 NoHaz Hazardous Waste Disposal a	nd R	
<b>2020 NoHaz Hazardous Waste Disposal a</b> Per Vehicle Fee (including computer & electronic waste and latex paint)	nd R	ecycling Costs *\$55.75 each

Municipality	Population (2010 census)	% of population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$10 or \$15 charge	total amount for program
			\$24,377.50			\$24,377.50	\$55.75		······································
Addison*	6,351	1.79%	\$436.59	103	2.11%	\$513.47	\$5,742.25	\$1,030.00	\$5,662.31
Groveland*	5,476	1.54%	\$376.44	56	1.15%	\$279.17	\$3,122.00	\$560.00	\$3,217.61
Independence*	34,681	9.78%	\$2,384.10	509	10.41%	\$2,537.45	\$28,376.75	\$5,090.00	\$28,208.30
Lake Angelus	290	0.08%	\$19.94	31	0.63%	\$154.54	\$1,728.25	\$0.00	\$1,902.73
Oakland*	16,779	4.73%	\$1,153.45	391	8.00%	\$1,949.20	\$21,798.25	\$3,910.00	\$20,990.90
Orion	35,394	9.98%	\$2,433.11	1,018	20.82%	\$5,074.91	\$56,753.50	\$0.00	\$64,261.52
Oxford	20,526	5.79%	\$1,411.03	546	11.17%	\$2,721.90	\$30,439.50	\$0.00	\$34,572.44
Pontiac	59,515	16.78%	\$4,091.27	119	2.43%	\$593.24	\$6,634.25	\$0.00	\$11,318.76
Rochester	12,711	3.58%	\$873.80	286	5.85%	\$1,425.76	\$15,944.50	\$0.00	\$18,244.06
Rochester Hills*	70,995	20.02%	\$4,880.45	1,106	22.62%	\$5,513.60	\$61,659.50	\$11,060.00	\$60,993.55
Rose	6,250	1.76%	\$429.65	36	0.74%	\$179.47	\$2,007.00	\$0.00	\$2,616.11
Springfield*	13,940	3.93%	\$958.29	212	4.34%	\$1,056.86	\$11,819.00	\$2,120.00	\$11,714.14
Waterford**	71,707	20.22%	\$4,929.39	477	9.75%	\$2,377.93	\$26,592.75	\$7,155.00	\$26,745.07
	354,615	100.00%	\$24,377.50	4,890	100.00%	\$24,377.50	\$272,617.50	\$30,925.00	\$290,447.50

#### **EXHIBIT B - 2020 Estimated Costs**

\* = Community charges participants \$10 each to participate in NO HAZ events

\*\* = Community charges participants \$15 each to participate in NO HAZ events

(1.) This is only an estimate. Communities will be billed on actual use and participation based on which communities are under contract for 2020.

Participating communities listed above are preliminary and will be finalized in early 2020.

(2.)The cost per vehicle including electronic waste is \$55.75.

(3.) The total administration fee is \$48,755.00, which includes 5 collection events.

(4.)The number of participants is estimated using the 2019 number of participants and adding 6%.

(5.)One or two people from each community are required to work at each of the collection events. These costs are not factored into this estimate. Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. These costs are not factored into this estimate. A representative from each community is also needed to attend meetings. These are held 1-3 times per year. Costs for this person are not factored into this estimate.

(6.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and NO HAZ Advisory Board, and would result in additional administration costs of approximately \$5,000 per collection.

(7.) Vendor imposes a 600 car minimum per collection event. In the event a collection has fewer than 600 participants, the difference will be split between all member communities using the formula that is used to determine the administrative fee.

### THE NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE CONSORTIUM

*WHEREAS*, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and

*WHEREAS*, recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents; and

WHEREAS, collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale, and

WHEREAS, Oakland County, through its Waste Resource Management Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NoHaz), and

WHEREAS, the NoHaz Consortium has developed a household hazardous waste collection program, and

*WHEREAS*, a NoHaz Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NoHaz program, and,

WHEREAS, the NoHaz Interlocal agreement establishes a NoHaz advisory board to assist and advise Oakland County in the development of the NoHaz program.

*Now Therefore be it Resolved:* That our community, \_\_\_\_\_, hereby approves the attached NoHaz Interlocal Agreement and authorizes its signature, and

*Be it Further Resolved:* That we will not charge residents to participate in NoHaz events in 2020, and

*Be it Further Resolved:* That we hereby appoint \_\_\_\_\_\_ as our official representative to the NoHaz Advisory Board, to work with the Oakland County Waste Resource Management Division as needed to plan the NoHaz program for 2020.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the \_\_\_\_\_, at a regular meeting held on

# #11 RESOLUTION

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#### CITY OF PONTIAC Department of Building Safety & Planning PLANNING DIVISION 47450 Woodword Ave | Ponting Michigan 48342

47450 Woodward Ave | Pontiac, Michigan 48342 TELEPHONE: (248) 758-2800

#### Mayor Deirdre Waterman

TO:	HONORABLE MAYOR, COUNCIL PRESENT, AND CITY COUNCIL		
FROM:		SSON, PLANNING MANAGER IE OFFICE OF DEPUTY MAYOR JANE BAIS-DISESSA	
SUBJECT:	ZMA 19-15	ZONING MAP AMENDMENT ETKIN MANAGEMENT LLC 3111 CENTERPOINT PARKWAY   PIN 64-19-03-427-007 C-4 SUBURBAN COMMERCIAL TO M-1 LIGHT MANUFACTURING	

#### DATE: NOVEMBER 18, 2019

The City of Pontiac is in receipt of application ZMA 19-15 for a Zoning Map Amendment [rezoning] parcel Number 64-19-03-427-007, of approximately three acres located on the north side of Centerpoint Parkway, west of Opdyke Road. Etkin Management LLC, the applicant requests a rezoning from C-4 Suburban Commercial to M-1 Light Manufacturing. At the November 4, 2019 meeting of the Planning Commission recommended to City Council the approval of the Zoning Map Amendment.

#### **Existing Land Uses**

The subject site is located on a single vacant parcel. To the north of the subject site is Challenge Manufacturing auto supplier and Williams International and to the east is Residence Inn. South of the site is Canadian National Railway and Auburn Hills Marriott and to the west is Canadian National Railway.

#### Master Plan

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

The subject site is designated as Entrepreneurial: Industrial, Commercial & Green land use category. The primary goal of this category is to provide flexibility that encourages diverse, positive uses in the City. Areas to the north, east, south and west are also planned as Entrepreneurial: Industrial, Commercial & Green. The Zoning Map Amendment request complies with the requirements found within the Master Plan's Entrepreneurial district classification, which is to provide flexibility that encourages the use of vacant properties in strategic locations around the City.

#### Existing Zoning Districts

Abutting properties to the north are zoned M-1 Light Manufacturing. East and south of subject site is zoned C-4 Suburban Commercial. West of the site is zoned C-4 and M-1. The proposed Zoning Map Amendment provides a perfect balanced, transition between commercial hospitality and light manufacturing zoned areas.

#### **Rezoning Criteria**

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

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

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

The subject site will conform to the goals and objectives included in the City's Master Plan. The Master Plan created Entrepreneurial districts to develop/redevelop vacant, underutilized irregularly shaped parcels.

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

The site has been cleared so it's geological, hydrological, and other environmental features are no longer present on the site, except for a vegetative buffer of trees at the north edge of the site, which will be removed.

- Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.
   The existing site itself is not conducive to develop as a suburban commercial use. It is clear that the small, irregular shape parcel could not provide a reasonable return on investment.
- 4. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values. The development of a self storage facility is compatible with uses allowed within the M-1 zoning district and will not negatively impact density, traffic or property values.
- 5. The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City. The City's utilities does have capacity and services will be sufficient to accommodate the proposed self storage facility and not compromise the City's health, safety, and welfare.

- 6. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. Centerpoint Parkway is a City Major Road. The proposed development will not impact the ability of this street and adjoining roads to handle potential traffic.
- 7. The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.

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

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

With all the previous findings of fact, the boundaries of the proposed M-1 zoning district are reasonable from the City's perspective and comply with the vision found in the City's Master Plan.

- 9. If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use. It would be inappropriate to amend the zoning text for C-4 Suburban Commercial zoning district with its primary goal of creating settings for commercial development to allow self storage facilities within the C-4 zoning district.
- 10. The requested rezoning will not create an isolated or incompatible zone in the neighborhood. The proposed rezoning does not create an incompatible 'spot zone' within the area and it proposes reasonable continuation of light manufacturing zoning to the west and north.

#### **Recommendation**

Per the review requirements found in Section 6.804 of the Zoning Ordinance and our findings, the Planning Commission request City Council to approve the following resolution to rezone Parcel Number 64-19-03-427-007 [application ZMA 19-15] from C-4 Suburban Commercial to M-1 Light Manufacturing.

ZA 19-15 - Zoning Map Amendment Address: 3111 Centerpoint Parkway Parcel: 64-19-03-427-007

#### **Resolution**

*Whereas,* The City has received an application for a Zoning Map Amendment for 3111 Centerpoint Parkway, identified as Parcel No. 64-19-03-427-007 from Etkin Management LLC and the applicant's petition is for the rezoning of the aforementioned parcel; and

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

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

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

*Whereas,* On November 6, 2019, a Public Hearing was held and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment request for 3111 Centerpoint Parkway approving the change from the current C-4 Suburban Commercial to M-1 Light Manufacturing; and

*Now Therefore, Be It Resolved,* That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment (ZMA 19-15) request for 3111 Centerpoint Parkway, also known as Parcel No. 64-19-03-427-007, to amend the current site zoning C-4 Suburban Commercial to M-1 Light Manufacturing.



### CITY OF PONTIAC Department of Building Safety & Planning Planning Division

#### Mayor Deirdre Waterman

TO:	PONTIAC PLA	NNING COMMISSION
FROM:	VERN GUSTA PLANNING D	FSSON, PLANNING MANAGER IVISION
SUBJECT:	ZMA 19-15	ZONING MAP AMENDMENT ETKIN MANAGEMENT LLC 3111 CENTERPOINT PARKWAY   PIN 64-19-03-427-007 C-4 SUBURBAN COMMERCIAL TO M-1 LIGHT MANUFACTURING

#### DATE: OCTOBER 21, 2019

The City of Pontiac is in receipt of application ZMA 19-15 for a Zoning Map Amendment [rezoning] parcel Number 64-19-03-427-007, of approximately three acres located on the north side of Centerpoint Parkway, west of Opdyke Road. Etkin Management LLC, the applicant requests a rezoning from C-4 Suburban Commercial to M-1 Light Manufacturing. The rezoning would ensure that the proposed Self Storage Facility is properly zoned. In accordance with Section 6.802 of the City Zoning Ordinance, the request for Zoning Map Amendment requires a technical review, Public Hearing, recommendation by the Planning Commission, and a final decision by City Council.

#### <u>Summary</u>

- 1. The applicant requests rezoning the subject site from C-4 Suburban Commercial to M-1 Light Manufacturing.
- 2. The Master Plan identifies the subject site as Entrepreneurial: Industrial, Commercial & Green. The proposed zoning designation is consistent with this future land use designation.
- 3. The subject property is compatible with M-1 zoning standards.
- 4. If the Zoning Map Amendment is approved, the applicant would be required to comply with Article 6, Chapter 2, and Section 6.204 Site Plan Review of the Pontiac Zoning Ordinance.

#### **Existing Land Uses**

The subject site is located on a single vacant parcel. To the north of the subject site is Challenge Manufacturing auto supplier and Williams International and to the east is Residence Inn. South of the site is Canadian National Railway and Auburn Hills Marriott and to the west is Canadian National Railway.

> 47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009 TELEPHONE: 248.758.2800 | FAX: 248.758.2827

#### Master Plan

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

The subject site is designated as Entrepreneurial: Industrial, Commercial & Green land use category. The primary goal of this category is to provide flexibility that encourages diverse, positive uses in the City. Areas to the north, east, south and west are also planned as Entrepreneurial: Industrial, Commercial & Green. The Zoning Map Amendment request complies with the requirements found within the Master Plan's Entrepreneurial district classification, which is to provide flexibility that encourages the use of vacant properties in strategic locations around the City.

#### Existing Zoning Districts

Abutting properties to the north are zoned M-1 Light Manufacturing. East and south of subject site is zoned C-4 Suburban Commercial. West of the site is zoned C-4 and M-1. The proposed Zoning Map Amendment provides a perfect balanced, transition between commercial hospitality and light manufacturing zoned areas.

#### **Rezoning Criteria**

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

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

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

The subject site will conform to the goals and objectives included in the City's Master Plan. The Master Plan created Entrepreneurial districts to develop/redevelop vacant, underutilized irregularly shaped parcels.

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

The site has been cleared so it's geological, hydrological, and other environmental features are no longer present on the site, except for a vegetative buffer of trees at the north edge of the site, which will be removed.

3. Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning. The existing site itself is not conducive to develop as a suburban commercial use. It is clear

that the small, irregular shape parcel could not provide a reasonable return on investment.

47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009 TELEPHONE: 248.758.2800 | FAX: 248.758.2827

- 4. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values. The development of a self storage facility is compatible with uses allowed within the M-1 zoning district and will not negatively impact density, traffic or property values.
- 5. The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City. The City's utilities does have capacity and services will be sufficient to accommodate the proposed self storage facility and not compromise the City's health, safety, and welfare.
- 6. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district. Centerpoint Parkway is a City Major Road. The proposed development will not impact the ability of this street and adjoining roads to handle potential traffic.
- 7. The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.

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

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

With all the previous findings of fact, the boundaries of the proposed M-1 zoning district are reasonable from the City's perspective and comply with the vision found in the City's Master Plan.

- 9. If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use. It would be inappropriate to amend the zoning text for C-4 Suburban Commercial zoning district with its primary goal of creating settings for commercial development to allow self storage facilities within the C-4 zoning district.
- 10. The requested rezoning will not create an isolated or incompatible zone in the neighborhood. The proposed rezoning does not create an incompatible 'spot zone' within the area and it proposes reasonable continuation of light manufacturing zoning to the west and north.

#### **Recommendation**

Per the review requirements found in Section 6.804 of the Zoning Ordinance and our findings, we suggest that the Planning Commission consider recommending to City Council the request from Etkin Management LLC to rezone Parcel Number 64-19-03-427-007 [application ZMA 19-15] from C-4 Suburban Commercial to M-1 Light Manufacturing.

47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009 TELEPHONE: 248.758.2800 | FAX: 248.758.2827



## **Application for Zoning Map** Amendment

## **City of Pontiac**

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342 T: 248.758.2800

F: 248.758.2827

Property/Project Address: 3111 Centerpoint Parkway		Office Us	-	]	
Sidwell Number: 19-03-427-007			PF Numbe	er:	
Date:					L
Planning at le all respects wi consideration review process	Completed applications with appro ast <b>30 days</b> prior to the regularly sch ith supporting documents such as site by the Planning Commission in acco s. <b>please print or type)</b>	eduled Planning Com plan, property survey	mission meeti etc. Planning	ng. Applications must be complete staff will schedule the application	e in for
Name	Etkin Management, LL	.C; Agent for C	Owner		
Address	150 W. 2nd Street, Su	ite 200			
City	Royal Oak				
State	Michigan				
ZIP Code	48067				
Telephone	Main: (248) 358-0800	Cell:		Fax: (248) 358-2180	
E-Mail	jsuardini@etkinllc.com	)			
Project and Property Information         Name of Proposed Development: Centerpoint Self Storage Facility         The subject property is location at 3111 Centerpoint Parkway on the N/S / E / W side of Centerpoint Parkway         between S. Opdyke Rd         and         Woodward Ave					<u>/</u>
The property is zoned:       C-4         Proposed Zoning District:       M-1					
It is proposed that the property will be used as: <u>A Self Storage Facility</u>					
The subject property is legally described as follows (include sidwell numbers):					
19-03-427-00	7 Unit 24 of the Centerpoint Busine	ess Campus Condom	inium		

Name	Centerpoint Associates, LLC		
Address	150 W. 2nd Street, Suite 200		
City	Royal Oak		
State	Michigan		
ZIP Code	48067		
Telephone	<sup>Main:</sup> (248) 358-0800 <sup>Cell;</sup>	<sup>Fax:</sup> (248) 358-2180	
E-Mail	jsuardini@etkinllc.com		
		wnerOther	
photograph	sed will be used for the following purpose () hs, sketches, site plans, written documents,	etc.).	
	sed use will be a three (3) story climate cont		
The propos		toned sen storage radiity.	
Sate the response of the second secon	ason for the Zoning Map Amendment, par ne amendment is approved and why such cl	ticularly the manner in which the City will hange will not be detrimental to the public	
Sate the rea benefit if th welfare and	ason for the Zoning Map Amendment, par be amendment is approved and why such cl d/or the property rights of other persons lo	ticularly the manner in which the City will hange will not be detrimental to the public cated in the vicinity of the site.	
Sate the rea benefit if th welfare and A zoning m	ason for the Zoning Map Amendment, par ne amendment is approved and why such cl	ticularly the manner in which the City will hange will not be detrimental to the public cated in the vicinity of the site. e Use for the property is approved. The	
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Sate the rea benefit if th welfare and A zoning m zoning class	ason for the Zoning Map Amendment, par ne amendment is approved and why such cl d/or the property rights of other persons lo nap amendment is needed to ensure that the sification change to M-1 is not detrimental to the	ticularly the manner in which the City will hange will not be detrimental to the public cated in the vicinity of the site. e Use for the property is approved. The he public or the neighbors given the location	
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State of Michigan County of Oakland

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

Notary Public, Oakland County, Michigan My Commission Expires:\_\_\_\_\_ B

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# #12 RESOLUTION



## CITY OF PONTIAC Department of Building Safety & Planning **Planning Division**

47459 Woodward Ave • Pontiac, Michigan 48342 Telephone: (248) 758-2800

#### Mayor Deirdre Waterman

#### TO: HONORABLE MAYOR, COUNCIL PRESIDENT, AND CITY COUNCIL

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

#### RE: VSA 18-06 STREET VACATION – CAMPUS DRIVE, Between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

#### DATE: NOVEMBER 18, 2018

The City of Pontiac is in receipt of a street vacation request submitted by 4GW Real Estate Investments LLC and 3937 Campus Drive Investments LLC to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004. At the November 6, 2019 Planning Commission meeting, the Commission recommended City Council to approve the vacation of Campus Drive.

- 1. APPLICANT: 4GW Real Estate Investments LLC & 3937 Campus Drive Investments LLC
- 2. **REQUEST:** To vacate West Campus Drive and the south half of East Campus Drive on or adjacent to 4GW Real Estate Investments LLC properties and vacate the north half of East Campus Drive adjacent to the south edge of 3937 Campus Drive Investments LLC development.
- 3. **LEGAL DESCRIPTION:** See attached legal description dated August 12, 2019 prepared by David P. Smith & Associates.
- 4. RELATIONSHIP TO PONTIAC 2014 MASTER PLAN UPDATE: The City of Pontiac's 2014 Master Plan Future Land Use map illustrates Entrepreneurial: Industrial Commercial & Green land uses for the adjoining properties to the north and south of the proposed street vacation.

Within this Entrepreneurial District major portions have been acquired by various private interests and developed/redeveloped over the course of the past number of years. These developments and tenants

have reinvigorated this area and has become a catalyst for other new investment and development. This street vacation addresses several Master Plan, Entrepreneurial District objectives by removing the Campus Drive for future expansion of each site(s).

· . . •

**5. ADMINSTRATIVE REVIEW COMMITTEE COMMENTS:** The Oakland County Water Resources Commission [WRC] noted that a water main and sanitary sewer is in the Campus Drive right-of-way [see attached letter]. WRC requested that a permanent easement be reserved over and across the entire drive vacation for the benefit of Oakland County for the construction, operation, maintenance and repair and replacement of these utilities.

The new owners are required to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road.

Also, the new owners are requested to perform any electrical work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive. The present location of the power source for these four street lights on the east side of Enterprise Drive between South Boulevard and campus Drive is unknown.

#### 6. PLANNING STAFF FINDINGS:

- a) Campus Drive is not necessary for the access to adjacent properties or is not needed for any necessary services.
- b) The vacation of Campus Drive would not make access to nearby properties more substantially difficult, time consuming or inconvenient and the vacation will not be substantially detrimental to the value and/or utility of adjacent or nearby properties.
- c) Other existing streets including Centerpoint Parkway, South Boulevard, Enterprise Drive and Opdyke Road will provide access to all parcels that may be served by Campus Drive.

- d) The requested vacation is not necessary to provide access to police, fire or other public safety services.
- e) All adjacent property owners have signed the street vacation petition.

#### VSA 18-06 CAMPUS DRIVE – BETWEEN CENTERPOINT PARKWAY AND OPDYKE ROAD

#### RESOLUTION

The City of Pontiac is in receipt of a street vacation request submitted by 4GW Real Estate Investments LLC and 3937 Campus Drive Investments LLC to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

WHEREAS, the Pontiac Planning Commission finds that the subject street is not required to remain for access to adjoining property owners; and

WHEREAS, the Pontiac Planning Commission finds that the proposed street vacation will not have an adverse effect on the surrounding properties; and

WHEREAS, the Pontiac Planning Commission at the November 6, 2019 Planning Commission meeting, the Commission recommended City Council to approve the vacation of Campus Drive; and

WHEREAS, the Pontiac City Council requires that all permanent utility easements be obtained and recorded after City Council approval; and

WHEREAS, the Pontiac City Council require the new owners to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road; and

WHEREAS, the Pontiac City Council require the new owners to perform any electrical work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive; and

NOW, THEREFORE BE IT RESOLVED that the City Council for the City of Pontiac approve the Planning Commission recommendation to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.



### CITY OF PONTIAC Department of Building Safety & Planning Planning Division

47450 Woodward Ave • Pontiac, Michigan 48342 Telephone: (248) 758-2800

Mayor Deirdre Waterman

#### TO: PONTIAC PLANNING COMMISSION

FROM: VERN GUSTAFSSON PLANNING MANAGER

DATE: OCTOBER 21, 2019

RE: VSA 18-06 STREET VACATION – CAMPUS DRIVE, Between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

- 1. APPLICANT: 4GW Real Estate Investments LLC & 3937 Campus Drive Investments LLC
- 2. **REQUEST:** To vacate West Campus Drive that cross 4GW Real Estate Investments LLC properties and vacate East Campus Drive that runs along the south edge of 3937 Campus Drive Investments LLC development.
- 3. **LEGAL DESCRIPTION:** Vacation of the westerly part of West Campus Drive lying west of Enterprise Drive to Centerpoint Parkway abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023, 19-03-200-023 and 19-03-226-004 [see attached legal description dated August 12, 2019 prepared by David P. Smith & Associates].

#### 4. RELATIONSHIP TO PONTIAC 2014 MASTER PLAN UPDATE:

The City of Pontiac's 2014 Master Plan Future Land Use map illustrates Entrepreneurial: Industrial Commercial & Green land uses for the adjoining properties to the north and south of the proposed street vacation.

Within this Entrepreneurial District major portions have been acquired by various private interests and developed/redeveloped over the course of the past number of years. These developments and tenants have reinvigorated this area and has become a catalyst for other new investment and development. This street vacation addresses several Master Plan, Entrepreneurial District objectives by removing the Campus Drive for future expansion of each site(s).

#### 5. ADMINSTRATIVE REVIEW COMMITTEE COMMENTS:

The Oakland County Water Resources Commission [WRC] noted that a water main and sanitary sewer is in the Campus Drive right-of-way [see attached letter]. WRC requested that a permanent easement be reserved over and across the entire drive vacation for the benefit of Oakland County for the construction, operation, maintenance and repair and replacement of these utilities.

The new owners are required to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road.

Also, the new owners are requested to perform any electrical work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive. The present location of the power source for these four street lights on the east side of Enterprise Drive between South Boulevard and campus Drive is unknown.

#### 6. PLANNING STAFF FINDINGS:

- a) Campus Drive is not necessary for the access to adjacent properties or is not needed for any necessary services.
- b) The vacation of Campus Drive would not make access to nearby properties more substantially difficult, time consuming or inconvenient and the vacation will not be substantially detrimental to the value and/or utility of adjacent or nearby properties.
- c) Other existing streets including Centerpoint Parkway, South Boulevard, Enterprise Drive and Opdyke Road will provide access to all parcels that may be served by the right-of-way proposed for vacation.
- d) The requested vacation is not necessary to provide access to police, fire or other public safety services.
- e) All adjacent property owners have signed the street vacation petition.

#### 7. RESOLUTIONS FOR APPROVAL AND DENIAL:

Resolutions for approval and denial are attached for your consideration.

VSA 18-06

#### STATE OF MICHIGAN ) COUNTY OF OAKLAND )

#### PONTIAC PLANNING COMMISSION REQUEST FOR STREET VACATION RESOLUTION OF DENIAL

The Pontiac Planning Commission is in receipt of a street vacation request submitted by 4GW Real Estate Investments LLC and 3937 Campus Drive Investments LLC to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

WHEREAS, the Pontiac Planning Commission finds that the subject street is required to remain for access to adjoining property owners; and

WHEREAS, the Pontiac Planning Commission finds that the proposed street vacation will have an adverse effect on the surrounding properties; and

WHEREAS, the Pontiac Planning Commission finds that the existing street right-of-way contain utilities, and the right-of-way may be required to service these utilities; and

NOW, THEREFORE BE IT RESOLVED that the vacation of Campus Drive between Centerpoint Parkway and Opdyke Road hereby recommended for <u>denial</u> to the City Council.

VSA 18-06

#### STATE OF MICHIGAN ) COUNTY OF OAKLAND )

#### PONTIAC PLANNING COMMISSION REQUEST FOR ALLEY VACATION RESOLUTION OF APPROVAL

The Pontiac Planning Commission is in receipt of a street vacation request submitted by 4GW Real Estate Investments LLC and 3937 Campus Drive Investments LLC to vacate Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004.

WHEREAS, the Pontiac Planning Commission finds that the subject street is not required to remain for access to adjoining property owners; and

WHEREAS, the Pontiac Planning Commission finds that the proposed street vacation will not have an adverse effect on the surrounding properties; and

WHEREAS, the Pontiac Planning Commission finds that all permanent utility easements be obtained and recorded prior to City Council approval; and

WHEREAS, the Pontiac Planning Commission require the new owners to disconnect electrical service to Campus Drive street lights, once all approvals are completed and documents recorded and require the owners to salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road.

WHEREAS, the Pontiac Planning Commission require the new owners to perform any electrical work necessary, through the issuance of a City right-of-way permit, to cause the continual operation of the street lights on Enterprise Drive between South Boulevard and Campus Drive.

NOW, THEREFORE BE IT RESOLVED on November 6, 2019, that the vacation of Campus Drive between Centerpoint Parkway and Opdyke Road abutting Parcel ID Numbers; 19-03-201-002, 19-03-202-001, 19-03-200-022, 19-03-200-023 and 19-03-226-004, is hereby recommended for <u>approval</u> to the City Council, subject to the property owners providing any and all necessary permanent utility easements and the property owners will salvage and deliver street light poles and fixtures to Pontiac DPW and reconnect power at Centerpoint Parkway and Opdyke Road.



Jim Nash

October 24, 2019

Attn: Mr. Donovan Smith City of Pontiac Planning Commission 47450 Woodward Avenue Pontiac, Michigan 48342

#### Re: Vacation of Street/Alley - 2000 Centerpoint - Campus Drive

Dear Mr. Smith:

Please be advised the Oakland County Water Resources Commissioner's office has a water supply system and sanitary sewer system under its jurisdiction located within the proposed street vacation.

Therefore, this office objects to the street vacation unless an easement is reserved for the benefit of the County of Oakland for operation, maintenance, repair or replacement of the water supply system and sanitary sewer system.

If you have any questions, please feel free to contact me.

Sincerely,

Jeffrey S. Parrótt —Right of Way Supervisor parrottj@oakgov.com 248-452-2162



One Public Works Drive • Building 95 West • Waterford, MI 48328-1907 Phone: 248.858.0958 • Fax: 248.858.1066 • www.oakgov.com/water



## Application for Vacation or Closure of Street, Alley or Easement

City of Pontiac

Office of Land Use and Strategic Planning 47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800 F: 248.758.2827

Property/Project Address:

Sidwell Number:

Office Use Only PF Number:\_\_\_\_\_

Date:

Instructions: Applications for vacation or closure of street, alley, easement or Public right-of-way shall be filed with the Office of Land Use and Strategic Planning along with a \$1,500,00 fee and a map of the area requested for vacation at least 30 days before the regularly scheduled Planning Commission Meeting, Applications shall be signed by property owners aburting the street or alley requested for vacation where possible. Incomplete applications will delay the review process. Recommendation of the Planning Commission will be forwarded to the City Council for final action.

Applicant (please print or type)

Name	4 GUI REOL ESTATE INVESTMENTS, LLC
Address	2000 LENTERPOINT PREAMEY
City	PONTIAN
State	M
ZIP Code	Ng34/
Telephone	Main: 248: 624, 5200 Cell: 248.960, 2762 Fax:
E-Mail	gschopa@ 4qWrei.com

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

### SEE ATTACHED

I (We) the undersigned, do hereby respectfully petition the City of Pontiac for vacation of the Right-of-Way or Easement described above (attach additional sheet if necessary):

Name	Street & Number	Lot No. & Subdivision	Signature
GORY SCHOPN	VP, 4GNRET, U		Gry Schay
KEN THOM	KEPRESENTATIVE	YGW, REI, LLC	Bennik P. Howard

Reason for Vacation of Right of Way or Easement: SEE ATTACHED I Attached is a map indicating the area for which vacation is requested and the location of the applicants property. 49W REAL ESTATE INNESTMENTS, LLC Can Schega Signature of Applicant GARY SCHOPH Vice PRESISENT

State of Michigan County of Oakland

On this  $23^{\circ}$  day nf AUGUS7 A.D. 2019 before me personally appeared the above named person, who being duly overn, stated he she has read the foregoing application, by humber signed, and know the contents thereof, and that the same is true of his/her over (his/heldge, except as Wile matters therein stated in he upon information and belief and so as to those matters herebe believes it to be true.

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Notary Public. Oakland County, Michigan My Commission Expires JUNE 10, 202)

Sto ... LEANN BAER Notary Public - Michigan Oakland County My Commission Expires Jun 10, 2021 Acting in the County of <u>CPULLAND</u>

8-20-2019 pm

A) BOTH ADJOINING OWNERS:

1)4GW REAL ESTATE INVESTMENTS LLC

2) 3937 Campus Drive Investments LLC

B) MUTUALLY AGREE TO VACATE AND ABANDON CAMPUS DRIVE, BEING A PART OF

"CENTERPOINT BUSINESS CAMPUS CONDOMINIUM "OCCP # 1004 L.16667 P. 011,

LOCATED IN THE NE ¼ OF SECTION 3, T2N, R10E, CITY OF PONTIAC, OAKLAND CO., MI.

AS SHOWN ON SURVEY LABELED "PARCEL RECOMBINATION & PROPOSED VACATION OF CAMPUS DRIVE " BY DAVID P. SMITH & ASSC., INC, JOB # 18-051501 DATED 8-12-2019.

THE REVERSIONARY PARTS OF CAMPUS DRIVE WILL BE RECOMBINED WITH THE ADJOINING PARCELS.

C) THE VACATION WIL ACCOMODATE FUTURE EXPANSION OF EACH SITE.

D) ALL ADJOINING PARCEL HAVE ACESS TO PUBLIC ROADS.

E) BOTH ADJOINING OWNERS WILL GRANT A 20' WIDE WATERMAIN AS SHOWN AS SAID SURVEY TO THE DRAIN COMMSION OF OAKLAND COUNTY.

F) ALL OTHER EXISTING UTILITIES ARE PRIVATE .



## Application for Vacation or Closure of Street, Alley or Easement

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800 F: 248.758.2827

Property/P	operty/Project Address:		Office Use Only
Sidwell Number:		PF Number:	
Date:			
Office of Land days before the the street or Recommendat	l Use and Strategic Planning alo e regularly scheduled Planning ( alley requested for vacation	ng with a \$1,500.00 Commission Meeting where possible. In	t, easement or Public right-of-way shall be filed with the fee and a map of the area requested for vacation at least 30 5. Applications shall be signed by property owners abutting accomplete applications will delay the review process. 5 the City Council for final action.
Name	3937 Campus Drive Inv	estments, LLC	
Address	150 W. 2nd Street, Suite	e 200	
City	Royal Oak		
State	Michigan	n an an ann an an an an an an an an an a	
ZIP Code	48067		
Telephone	Main: 248-358-0800	Cell:	Fax: 248-358-2180
E-Mail		<del></del>	

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

See attached

I (We) the undersigned, do hereby respectfully petition the City of Pontiac for vacation of the Right-of-Way or Easement described above (attach additional sheet if necessary):

Name	Street & Number	Lot No. & Subdivision	Signature
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Douglas MEtkin			(HAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
		and the second	
		<u>L</u>	

Reason for Vacation of Right of Way or Easement: 🖾 Attached is a map indicating the area for which vacation is requested and the location of the applicants property. (1wit 27 3937 Campus Drive Investments, LLC Douglas M. Etkin, Manager Signature of Applicant

State of Michigan County of Oakland

On this 25 day of 40000 A.D., 2014, before me personally appeared the above named parson, who being duly sworn, stated he/sfk has read the foregoing application, by him/her signed, and low the contents thereof, and that the same is true of his/her own knowledge; except as to the matters therein stated to be upon information and bellef and so as to those matters he/she betteres it to be true.

مستند میشد آن -- بست وین راور

Hamph alkins

Notary Public, Oakland County, Michigan My Commission Expires:  $\frac{1}{2} \left\{ \frac{21}{20} \pm 0 \right\}$ 

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And the second sec

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PAMELA OLIVERIO Notary Public - Michigan Oakland County My Commission Expires Jul 21, 2020 Acting in the County of <u>Oakland</u>

kim slanak, ma ta

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8-20-2019 pm

A) BOTH ADJOINING OWNERS:

1)4GW REAL ESTATE INVESTMENTS LLC

2) 3937 Campus Drive Investments LLC

B) MUTUALLY AGREE TO VACATE AND ABANDON CAMPUS DRIVE, BEING A PART OF

"CENTERPOINT BUSINESS CAMPUS CONDOMINIUM "OCCP # 1004 L.16667 P. 011,

LOCATED IN THE NE ¼ OF SECTION 3, T2N, R10E, CITY OF PONTIAC, OAKLAND CO., MI.

AS SHOWN ON SURVEY LABELED "PARCEL RECOMBINATION & PROPOSED VACATION OF CAMPUS DRIVE" " BY DAVID P. SMITH & ASSC., INC, JOB # 18-051501 DATED 8-12-2019.

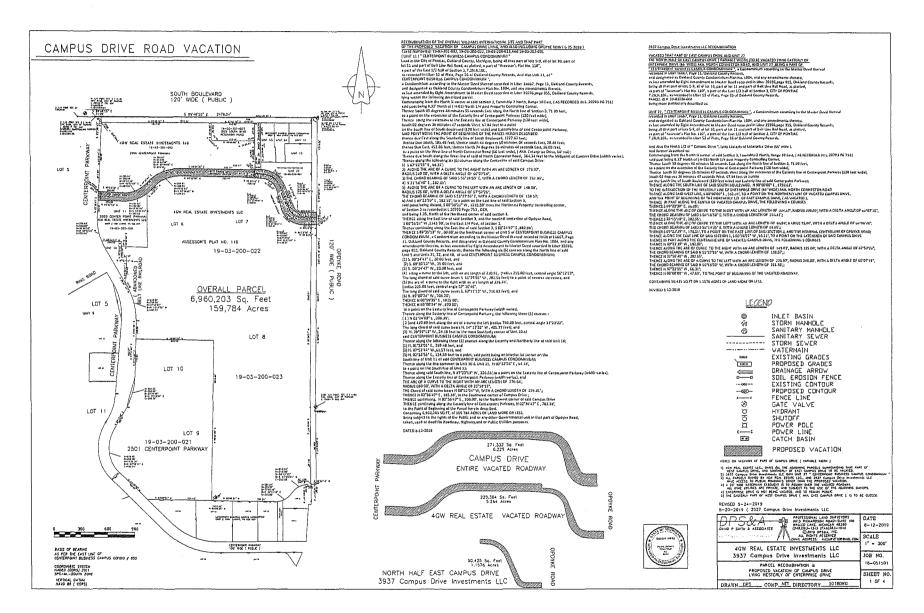
THE REVERSIONARY PARTS OF CAMPUS DRIVE WILL BE RECOMBINED WITH THE ADJOINING PARCELS.

C) THE VACATION WIL ACCOMODATE FUTURE EXPANSION OF EACH SITE.

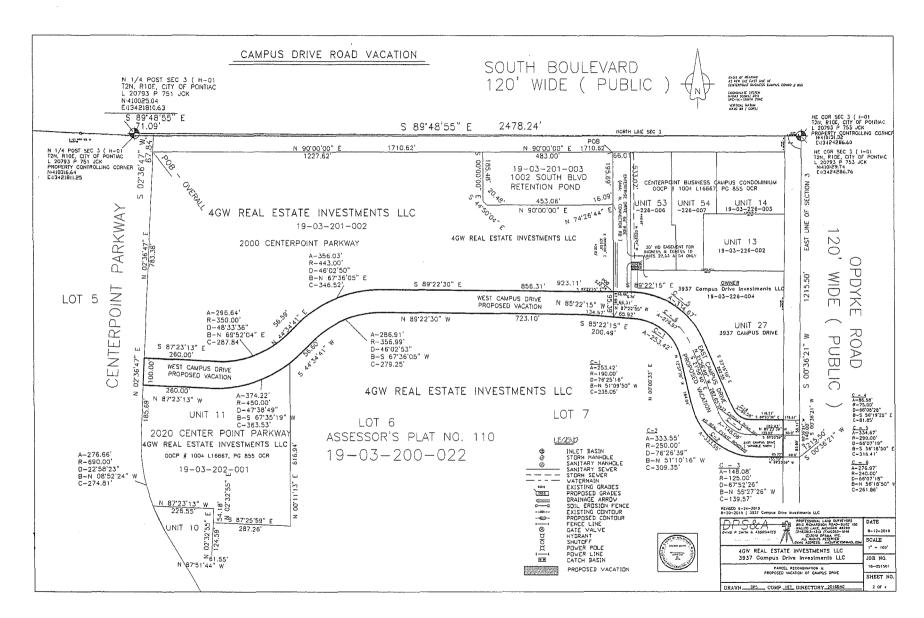
D) ALL ADJOINING PARCEL HAVE ACESS TO PUBLIC ROADS.

E) BOTH ADJOINING OWNERS WILL GRANT A 20' WIDE WATERMAIN AS SHOWN AS SAID SURVEY TO THE DRAIN COMMISSION OF OAKLAND COUNTY.

F) ALL OTHER EXISTING UTILITIES ARE PRIVATE .



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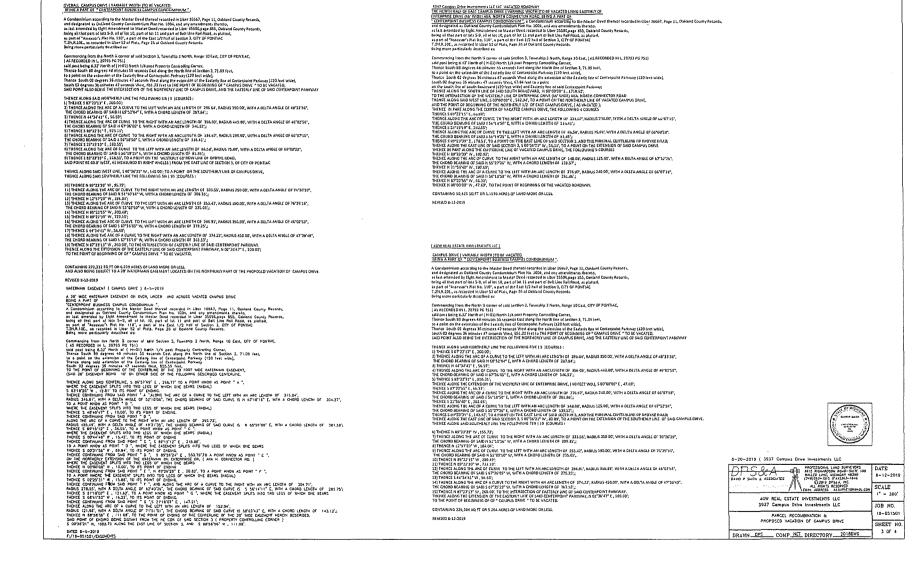
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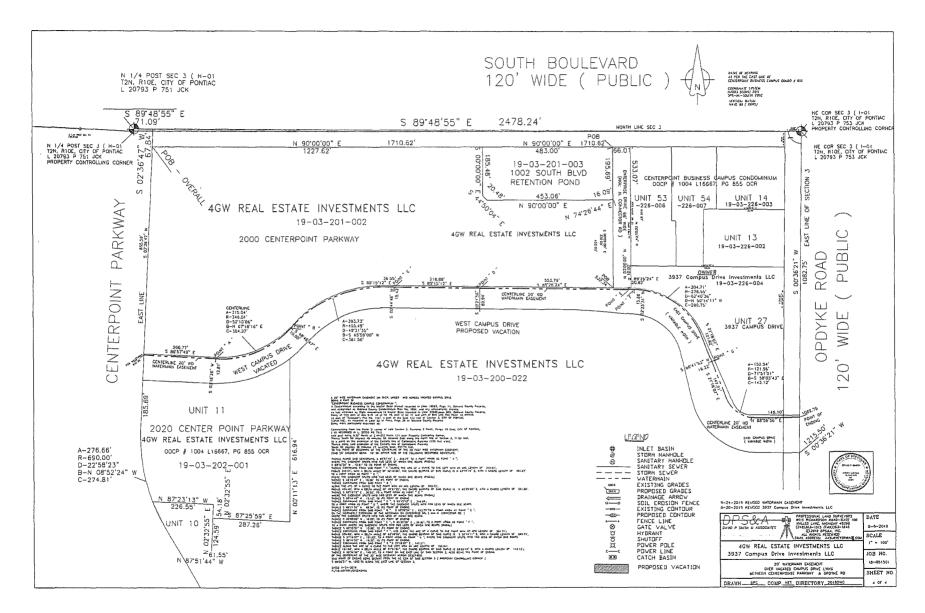
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# #13 RESOLUTION



## CITY OF PONTIAC Department of Building Safety & Planning Planning Division

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

#### **Mayor Deirdre Waterman**

TO: HONORABLE MAYOR, COUNCIL PRESIDENT, AND CITY COUNCIL

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

SUBJECT: CITY OF PONTIAC FEE SCHEDULE REVISION HISTORIC DISTRICT COMMISSION ADMINISTRATIVE REVIEW REDEVELOPMENT LIQUOR LICENSE APPLICATION REVIEW

#### DATE: NOVEMBER 18, 2019

Following review of several Michigan communities, we recommend two Fee Schedule adjustments; Historic District Commission Administrative Review and Redevelopment Liquor License Application Review.

- 1. <u>Historic District Commission</u>. We suggest a revision to the **Historic District Commission** administrative review fee to \$50 dollars and maintain the Historic District Commission review and approval fee at \$200 dollars. We currently require a \$200 dollar fee for either an administrative review or a Historic District Commission review and approval.
- 2. <u>Redevelopment Liquor License Application</u>. We request to add a \$275 dollar application fee to review a Redevelopment Liquor License application.

HDC Administrative Review Fee		
Community	Fee Amount	
Ann Arbor	\$35	
Birmingham	\$0	
Ferndale	\$50	
Grand Rapids	\$25	
Mackinac Island	\$25	
Northville	\$80	
Ypsilanti	\$50	

Redevelopment Liquor License Review Fee		
Community	Fee Amount	
Ann Arbor	\$150	
Birmingham	\$350	
Clawson	\$250	
Rockford	\$200	
Ypsilanti	\$500	

#### Resolution

WHEREAS, the City Planning Division requests to revise the City of Pontiac Fee Schedule; 1) Historic District Commission Administrative review fee, and 2) Redevelopment Liquor License Application review fee, following the Planning Division's assessment of neighboring community's Fee Schedules.

NOW THEREFORE, BE IT RESOLVED, that the City Council for the City of Pontiac approve the Planning Division recommendation to revise the Fee Schedule, as part of the approved City of Pontiac 2019/2020 Budget to add a Fifty [\$50.00] Dollar fee for each Historic District Commission Administrative review and a Two Seventy Five [\$275.00] Dollar fee for each Redevelopment Liquor License Application review.

# #14 RESOLUTION



## CITY OF PONTIAC OFFICIAL MEMORANDUM

TO: Honorable Council President and City Council Members

- **FROM:** Dr. Deirdre Waterman, Mayor
- DATE: November 27, 2019
- **Cc:** Jane Bais DiSessa, Deputy Mayor; Anthony Chubb, City Attorney: and Garland Doyle, Interim City Clerk
- RE: Resolution to Re-Appoint the following individuals to the City's Planning Commission: Lucy Payne for a term ending June 30, 2023 and Ashley Fagley to the Planning for a term ending June 30, 2022.

As you are aware, the Planning Commission has several members with expired terms, in order to address this matter, for your consideration, the following resolution is recommended:

Whereas, Article V. Section 2-372 of the Municipal Code, the Planning Commission is comprised of six non-elected officials and the Mayor or his/her designee; and

Whereas, there are currently several appointments with expired terms on the Planning Commission; and

Whereas, according to State Law and City Ordinance, the Mayor shall appoint the commissioners subject to the approval by a majority of the City Council.

Now therefore, be it resolved that based upon the recommendation of the Mayor, that the City Council reappoint Lucy Payne to serve on the City's Planning Commission for a term ending June 30, 2023 and to reappoint Ashley Fagley to serve on the City's Planning Commission for a term ending June 30, 2022.

Attachments

jbd

### Lucy Payne

February 5, 2014

City of Pontiae Community Plauning Commissioners 47450 Woodward Ave, Pontiae, MI 48342

#### RE: City of Pontiac Planning Commissioners

To: The City of Pontlac Mayor and Planning Commissioners.

The attached resume will provide details of my previous and present qualifications and experience.

For the past 26 years, I have served as a Patient Relations Representative and Customer Service Trainer at Saint Joseph Mercy Oakland (SJMO). During that time, I have worked diligently to foster mutually beneficial relationships with not only the associates, administrative team, medical staff, nursing and ancillary personnel and the City of Pontiac community. In my past role, I engaged the hospital personnel, physicians in resolving/mediating challenging issues that often involved risk cases with multiple departments and services in meeting customers expectations and satisfaction. The scope of my work provided me with a unique perspective on the wants and needs of patients, their families, and the community needs as well.

I am proud to have been involved in a number of SJMO committees that were charged with orchestrating some of SJMO most successful quality improvement activities such as Customer Service Training, Emergency Department process improvement Task Force, Emergency Wait Time and Dress-Code initiatives. I was also very instrumental in collaborating with SJMO Buildings and Ground Department, SMART Transportation Services and the City of Pontiac Building Department in implementing and the building of a bus shelter for the comfort of patients and the community that use the public transportation system.

My area of experience include organizational management, problem solving, investigation, mediation, behavioral management, grief consulting, interaction with diverse groups and addressing concerns of the community. I have also gained experience through my work as a consultant of a broad spectrum of business exposures to case studies and best practices in a variety of industries as an independent business owner Payne & Payne Consulting, LLC.

My educational credentials include a Associate Degree in Liberal Arts from Oakland Community College, Bachelor of Science degree in Human Resource Development from Oakland University, Master of Arts degree in Organizational Management and a Certificate of Mediator Training from Oakland Medication Center.

It has been my experience that committees and boards are most effective with individuals that are diverse in areas of knowledge, skills and expertise. As a visionary, I am very interested in utilizing my skills in the revitalization of the City of Pontiao's future plans that promotes a healthy and safe environment for our city residents, while generating revenue for the city,

It has been my absolute pleasure and an honor to serve with the City of Pontiae Mayor and Planning Commissioners. I look forward to utilizing my, experience in building and bridging . gaps in communication, strategic planning, creative thinking, collaboration, negotiation, and customer service. I look forward to my continual servicing the community and collaborating with you in designing the future City of Pontiac.

Sincerely Lucy Payne, BS, MS Payne & Paffne Compilting , LLC

# LUCY PAYNE

#### CAREER SUMMARY

PROFESSIONAL EXPERIENCE An accomplished senior-level patient relations representative with 27+ years of experience managing customer grievances at St. Joseph Mercy-Oakland in Pontiac, Michigan, a 457-bed health system serving a diverse patient population in an urban setting. Collaborated with the CEO and C-level leadership team, physicians, risk management, nursing and others in resolving issues. Expertise in investigating and analyzing grievance data to proactively formulate strategies for preventing grievances and improving systems and processes. Grievance mitigation supported by achievement of a Master of Arts in Organizational Management, a Bachelor of Science in Human Resource Development, a certificate in Civil Mediator Training, and completion of a pre-licensing course in Life and Health Insurance.

 P & P Consulting, LLC, Bingham Farms, Michigan
 2003 - present

 Consultant - Organizational Management /
 2003 - present

 Problem Resolution / Mediation
 2003 - present

- Consulted on management and customer relations for a wide variety of businesses as a principal with P & P Consulting, LLC
  - Analyzed business process flow for medical group practices, automobile dealerships, and financial services firms; recommended process improvements
  - Trained staffs in customer service improvement techniques

Patient Relations Representative

<u>1984 - 8/2012</u> 1984 - 8/2012

Patlent Relations Management

- Managed oustomer complaints within St. Joseph Mercy-Oakland health system; complaints involve a wide-range of issues/disciplines (e.g., staff, billing, food service, housekeeping, safety, parking, pharmacy services, physical plant, etc.)
  - Interviewed customers to determine nature of complaint; employed customer relationship management and mediation techniques to negotiate win-win resolutions to issues identified
  - Collaborated with physicians and nursing and ancillary department heads and staff to improve customer service as well as investigate and resolve customer service issues
  - Identified incidents with the potential for legal / risk management involvement; advised risk management department heads of complaint; collaborated with risk management on incident investigation; served as liaison between patient/family and risk management department
  - Documented all customer complaints on computer database; tracked resolution of issues
  - Analyzed billing issues and made determination regarding billing. adjustments / reimbursement

Reviewed patient medical charts to determine validity of patient care issues / complaints; met with department heads, medical staff, nursing and ancillary staff to discuss issue resolution and future process improvement strategies

Served as a liaison between customers/families and the Gift of Life and Michigan

#### Lucy Rayne Page 2 of 2

Bye Bank organizations, encouraging organ donation, providing grief counseling services, and educating patients and families on organ, tissue and eye transplants

- Responded to code calls and served as liaison between family members and physicians; provided grief/crisis counseling to patients and families
- Testified in court proceedings and assisted attorneys in lawsuit preparations
- Interviewed new hires for Patient Services Department; facilitated one-on- one and group interviews as well as candidate hiring discussions Teaching
  - Trained medical residents and all new employees in customer/patient service
- · Managed Oakland University Internship Program for Patient Representatives

Process Improvement

- Analyzed all customer complaints to determine trends; met with department heads on an individual basis when trends were evident; followed-up to ensure problem resolution
- Reengineered the patient death process and fetal domise protocols
- Championed the installation of a bus shelter near the hospital grounds; managed project coordination between the hospital's Administration and Buildings and Grounds Dept., the City of Pontiac and SMART Transit

 Compiled and analyzed patient satisfaction data on Brnergenoy Services; drafted report / presented findings to Process Improvement Team; worked with physicians and staff to improve response time and customer relations

- Resolved employee identification by customers challenge by instituting a colorcoded uniform (by staff classification) policy
- Collaborated with security and risk management personnel to reengineer process for securing patient belongings; instituted policy debiting departmental budgets for patient reimbursement for lost items

<u>Waterford School District, Waterford, Michigan</u> Substitute Teacher (Grades K-12) Instructional Technician (Grades K-12), Montgomery Developmental Training Center	<u>1974-82 / 1988-97</u> 1988 1997 1974 1982					
<u>Detrolt College of Business, Femdale, Michigan</u> Dean of Students / Proctor (part-lime position) Pontiac Schools/Senlors Pitness Program (part-time)	<u>1976 1980</u> 1976 1980 1982-1982					
Master of Arts in Organizational Management University of Phoenix, Troy, Michigan Campus	February 2004					
Bachelor of Science in Human Resource Developmen Oakland University, Rochester, Michigan	t June 1985					
Civil Mediator Training, 40-Hour Course Oakland Mediation Center, Bloomfield Hills, MI	November 2012					
Additional Professional Development: • Certificate, Pre-Licensing Course in Life & Health In Institute, Novi, MI, November 2013	surance, Financial Services					
<ul> <li>Planning Commissioner, City of Pontiac, MI, 11/2012 - present</li> <li>Board Member, Baldwin Center, Pontiac, MI, 2005 - 2013</li> <li>Committee Appointments at Saint Joseph Mercy-Oakland, Pontiac, MI</li> <li>Member, Chief Executive Officer Advisory Committee, 2002</li> <li>Member, Speaker's Bureau, 1991 - 8/2012</li> <li>Founder and Chair, Hospital Grievance Committee, 2003 - 8/2012</li> </ul>						

HONORS/AWARDS

**APPOINTMENTS** 

EDUCATION

Honored as one of the top donor facilitators, Michigan Eye Bank, 2000

EA	shley Fegley		lan maja par e a
Objective	Contribute to my community by volunteering for the Pontiac	c Planning Commission	
Education			Ĩ
	2009-2012 Lawrence Technological University Master of Architecture Professional Degree Program • Concentration in Sustainability Studies • GPA: 3.5	Southfield, MI	
	2007 New Horizons Computer Learning Center Certificate of Completion for Macromedia Classes • Web design with Dreamweaver and Flash	Troy, MI	· . :
	2001-2005 Lawrence Technological University Bachelor of Science in Architecture • GPA:, 3.5	Southfield, MI	
· ·	<ul> <li>Computer programs: Autocad 2005, 3dmax, Adobe II</li> <li>Building Systems: commercial and residential</li> <li>Structural Engineering</li> <li>Landscape Design</li> </ul>	llustrator and Photoshop	
· · ·	1997-2001 Oaldand Community College Associate in Applied Science: Computer Information Systems • GPA: 3.7 • Networking • Web design	Oakland County, MI	3 mare 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
TVT 1. Dies mit	<b>.</b>		
<u>Work Experi</u>	2005-current Alexander Bogaerts + Associates, P.C. • Construction documentation • SPA, PDD, PUD documentation • Website design and implementation, www.bogaerts.us • Head of the ITT department • Code Research • Presentation work: rendering elevations and site plans • Specifications and materials research		
	<ul> <li>2001-2006 Oakland Hills Equestrian Center</li> <li>1999-2001 Riding Instructor (Self-employed)</li> <li>1997-1999 Springbrook Stables <ul> <li>Taught all aspects of equine care</li> <li>Evaluated and trained horses for sale or purchase</li> <li>Job required extensive knowledge and communication</li> <li>Taught classes containing 1-4 students ranging in ages for competed and trained students in Hunter/Jumper show</li> </ul> </li> </ul>	from 6-60 years.	
,	2000-2001 Health Improvement Network • Performed office and clerical tasks: typed dictations and	Southfield, MI d filed paperwork	-
	<ul> <li>1999-2000 Goldner-Walsh Nursery</li> <li>Provided friendly customer service</li> <li>Helped propagate new plants and cared for existing</li> </ul>	Pontiac, MI	
	<ul> <li>1996-1997 Racetrack Veterinary Services</li> <li>Performed office and clerical tasks: helped with billing a</li> <li>Assisted veterinarians</li> <li>Developed x-rays and sterilized equipment</li> </ul>	Livonia, MI and handled collections	and the second

#### E. Ashley Fegley

# Pontiac, MI 48341

August 3, 2018

Building, Safety and Planning Division City Hall 47450 Woodward Avenue Pontiac, MI 48342 248.758.2816

### RE: City of Pontiac Planning Commissioner Appointment

#### Dear Mayor Waterman,

For the past fifteen years, I have called Pontiac home. I love the area, my neighbors and the community. I am invested in the City of Pontiac and would like to continue to serve the City as a member of the Pontiac Planning Commission.

I have been working in the building industry as a Project Manager at Alexander V. Bogaerts + Associates for over 13 years. The firm has a vast experience with a wide variety of building typologies for over 39 years. It has specializes in residential housing such as custom single family, production single family, condominiums, apartments, and senior housing but also takes on projects that are commercial, office and renovations. Being a small firm, I have been able to work on many of these types of projects. Currently, I have begun taking the ARE 5.0 NCARB tests to earn my Architectural License and hope to have it pext year. I thoroughly enjoy my occupation and believe my experience is an asset to the commission and the City of Pontiac.

Sincerely, E. Ashley Fegley



### CITY OF PONTIAC



#### CANDIDATE QUESTIONNAIRE BOARDS & COMMISSIONS

		COUNCIL DISTRICT
DATE	August 3, 2018	·
NAME	E. Ashley Fegley	·
ADDRESS		
PHONE (home)_	312-50-50	PHONE (business or cell) 248.334.5000
EMAIL		

The City of Pontiac wishes to thank you for your interest in serving as a Citizen Representative on a Board or Commission. Your Candidate Questionnaire will be kept on file and entered for consideration for posted openings on any Board or Commission that you expressed an interest in for a period of two years. Please feel free to submit an updated Candidate Questionnaire at any time.

Please be advised that the information contained in this Questionnaire is not confidential, and will be reviewed by the Mayor, City Council and other appropriate personnel as vacancies or openings occur on the various Boards or Commissions. Page 2 of this Candidate Questionnaire may also be included in any City Council Meeting Agenda Packet which is published and made available for public inspection in print and on the Internet. Your address, phone numbers and e-mail, contained here on Page 1 will not be published in an Agenda Packet.

Information relative to the below boards or commissions can be found on the City's webpage at <u>www.pontlac.mi.us.</u>

BOARDS/COMMISSIONS ON WHICH YOU WANT TO SERVE:

Appointed by City Council

□ Board of Appeals

□ Income Tax Board of Review

□ Zoning Board of Appeals

□ Board of Review

General Employee Retirement System

Appointed by Mayor, Confirmed by City Council

 Tax Increment Financing Authority/Brownfield Redevelopment Authority

- Historic District Commission, No Council Confirmation
- □ Local Officers Compensation Commission
- □ Arts Commission
- Construction Code Board of Appeals, No council confirmation
- Planning Commission

Housing Commission, No Council Confirmation

Rev 01/14

Page 1 of 2

PONTIAC RESIDENT FOR: +/- 15 years

OCCUPATION

# Project Manager at an Architectural Firm

INTERESTS/REASONS/QUALIFICATIONS

I have enjoyed applying my professional experience to serving on the Pontiac Planning Commission and would like to continue doing so.

BOARDS/COMMISSIONS/COMMITTEES ON WHICH YOU HAVE SERVED (LIST MUNICIPALITIES AND DATES) Pontiac Planning Commission 2011 - current

ELECTIVE OFFICES THAT YOU HAVE HELD

OTHER ORGANIZATIONS PERTINENT EDUCATION HOBBIES/INTERESTS

2012-2016 - Pontiac Youth Assistance website design and implementation 2014-2017 - Destination Imagination team coach at Martell Elementary in Troy, MI ADDITIONAL INFORMATION

Please return completed form to: City of Pontiac, Clerk's Office, 47450 Woodward Avenue, Pontiac, MI 48342 or fax to 248.758.4744 or click the e-mail tab on the first page to send form by e-mail.

#### DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

In order to avoid any potential conflict of interest, i, the undersigned, agree not to be involved in any recommendations or decision making regarding any agency(ies) or entity(ies) for which I serve in the following capacity(ies) which may contract or subcontract with the City of Pontiac.

Agency: Alexander V. Bogaerts + Associates, P.C.	
Capacity In Which I Serve: Project Manager	
Signature: EUSh Xo XC	
Date: 8-3-2018 000	

Page 2 of 2

Rev 01/14

# #15 Monthly Report

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND	FIFTH THI	RD BOND ACCOU	JNT			
hock Turne	e: Paper C	hook				
neck type	: raper C	песк				
9/18/2019	12409	10002889	50th District Court	1909590M A	100.00	Open
9/18/2019	12410	10002889	50th District Court	181482150M F	200.00	Open
9/18/2019	12411	10002889	50th District Court	18148216OM F	100.00	Open
9/18/2019	12412	10002889	50th District Court	140S33813A A	320.00	Open
9/18/2019	12413	10002889	50th District Court	B267356Y A	32.55	Open
9/18/2019	12414	10002889	50th District Court	190388SM F	250.00	Open
9/18/2019	12415	10002889	50th District Court	06B269696X F	45.00	Open
9/18/2019	12416	10002889	50th District Court	1873160FY F	2,500.00	Open
9/18/2019	12417	10002889	50th District Court	190837FD F	500.00	Open
9/18/2019	12418	10002889	50th District Court	1907740M A	25.00	Open
9/18/2019	12419	10002889	50th District Court	1771467SD A	200.00	Open
9/18/2019	12420	10002889	50th District Court	190851SM 10%	50.00	Open
9/18/2019	12421	10002889	50th District Court	181474990M A	207.00	Open
9/18/2019	12422	10002889	50th District Court	190799FY A	675.00	Open
9/18/2019	12423	BOND	ALEXIS MONIQUE NOBLE	171465730M R	50.00	Open
9/18/2019	12424	BOND	AUSTIN DARIN NOLAN	190S30355A R	10.00	Open
9/18/2019	12425	BOND	BARBARA BUTLER	190851SM R	450.00	Open
9/18/2019	12426	BOND	CATHY LYNN HAIST-PAGE	190S26307A R	30.00	Open
9/18/2019	12427	BOND	CEDRIC TERRELL JACKSON	140S33813A R	180.00	Open
9/18/2019	12428	BOND	DEANDREA JACQUES BURNETT	190799FY R	825.00	Open
9/18/2019	12429	BOND	EVANGELINA ALVAREZ	191225ON R	100.00	Open
9/18/2019	12430	BOND	JADE ROSE	180S19952A R	100.00	Open
9/18/2019	12431	BOND	JOHN CAPOZZOLI	16179626LT E	685.00	Open
9/18/2019	12432	BOND	LOGOS PROPERTIES LLC	191532LT E	658.00	Open
9/18/2019	12433	BOND	LORAINE LYNCH	18185921LT E	950.00	Open
9/18/2019	12434	BOND	MARCO ANTONIO BAHENA-BARRERA	1771467SD R	1,000.00	Open
9/18/2019	12435	BOND	MICAH WHITE	14167991LT E	795.00	Open
9/18/2019	12436	BOND	MICHAEL J. & JOYCE L. WHITE	11157546LT E	3,000.00	Open
9/18/2019	12437	BOND	MIDLAND FUNDING LLC	18173536GC R	15.00	Open
9/18/2019	12438	BOND	OAKLAND COUNTY CREDIT UNION	17168631GC R	15.00	Open
9/18/2019	12439	BOND	State of Michigan	1669437SM R	200.00	Open
9/18/2019	12440	BOND	STEPHEN WILLIAMS	192281LT E	450.00	Open
				Total For 09/18/2019:	14,717.55	
9/19/2019	12441	10002889	50th District Court	190526094A A	195.00	Open
9/19/2019	12442	10002889	50th District Court	170S00644B A	306.00	Open
9/19/2019	12443	10002889	50th District Court	181472180M A	356.00	Open
9/19/2019	12444	10002889	50th District Court	1873884SM A	400.00	Open
9/19/2019	12445	10002889	50th District Court	191354OM 10%	25.00	Open
9/19/2019	12446	10002889	50th District Court	1913980M A	100.00	Open
9/19/2019	12447	10002889	50th District Court	190S24652AB A	500.00	Open
9/19/2019	12448	10002889	50th District Court	180S01671A A	100.00	Open
9/19/2019	12449	10002889	50th District Court	191076OM A	100.00	Open
9/19/2019	12450	10002889	50th District Court	121302900M A	110.00	Open
9/19/2019	12451	10002889	50th District Court	10126297CO A	425.00	Open
9/19/2019	12452	10002889	50th District Court	181493570M 10%	20.00	Open
9/19/2019	12453	10002889	50th District Court	171464730N A	550.00	Open
9/19/2019	12454	10002889	50th District Court	19135OM 10%	25.00 V	Open
9/19/2019	12455	10002889	50th District Court	191005SM 10%	50.00	Open
9/19/2019	12456	10002889	50th District Court	190936FY 10%	25.00	Open
09/19/2019	12457	10002889	50th District Court	1772117SM A	250.00	Open
		10002889	50th District Court	190S15581A A	150.00	Open
9/19/2019	12458					
9/19/2019 9/19/2019	12458	10002889	50th District Court	141351220M A	75.00	Open

09/23/2019 12:04 PM User: JPETERS DB: Pontiac

#### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 09/14/2019 - 09/20/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status			
09/19/2019 09/19/2019 09/19/2019 09/19/2019 09/19/2019 09/19/2019 09/19/2019 09/19/2019 09/19/2019 09/19/2019 09/19/2019 09/19/2019 09/19/2019 09/19/2019 09/19/2019	12461 12462 12463 12464 12465 12466 12467 12468 12469 12470 12470 12471 12472 12473 12474 12475 12476	BOND BOND BOND BOND BOND BOND BOND 00002208 00002208 00002208 00002208 00002208 00002208 00002208 BOND2208 BOND	ELIZABETH BURKETT JOANNE ROBERTSON JOHN HOWARD MORGAN JOHN HOWARD MORGAN LINDA OLDS MICHAEL WRIGHT MOSES MILES MUSHIRAQ SAHIB AL-HATHAF OAKLAND COUNTY CLERK OAKLAND COUNTY CLERK OAKLAND COUNTY CLERK OAKLAND COUNTY CLERK OAKLAND COUNTY CLERK OAKLAND COUNTY CLERK RICHARD F ROBINSON VOLORA KAY BELL	06B257400X R 191005SM R 1913540M R 1913540M R 190S19127A R 181493570M R 190492SM R 190926FY R 190936FY R 190870FY C 190996FY C 190909FY C 19109FY C 190909FY C 10126297CO R 190241SD R Total For 09/19/2019:	385.00 450.00 225.00 V 225.00 V 225.00 180.00 500.00 70.00 225.00 V 500.00 500.00 2,500.00 500.00 100.00 75.00 140.00 10,449.50	Open Open Open Open Open Open Open Open			
	<u> </u>								
BOND TOTAL Total of 68 Less 3 Void	Checks:				25,167.05 475.00				
Total of 65	Disbursements	:			24,692.05				
Bank CONS	CONSOLIDATE	D							
Check Type	: EFT Trans	sfer							
09/16/2019 09/16/2019 09/16/2019 09/16/2019 09/16/2019	618(E) 619(E) 620(E) 621(E) 622(E)	00000603 10003903 00012890 00012890 00012890	Oakland County Treasurer Pontiac Public Library Pontiac Schools Pontiac Schools Pontiac Schools	2019-0831TD 2019-0831Library 2019-0831MESSA 2019-0831Operating 2019-0831Sinking Total For 09/16/2019:	4,377,419.61 281,054.25 131,208.68 3,414,829.74 916,730.57 9,121,242.85	Open Open Open Open Open			
				Total EFT Transfer:	9,121,242.85				
Check Type: Paper Check									
09/20/2019 09/20/2019 09/20/2019	525585 525586 525587	00011679 10003843 10003879	Accident Fund Worker's Comp Advanced Disposal Services Amazon.com LLC	WCV6082992-9/30/19 V20002159234 19LX-L4MM-GKVT	19,310.50 265,928.70 177.19	Open Open Open			
09/20/2019	525588	10001187	Ant Doctor Pest Control	19-0812 19-0910 19-0911	75.00 75.00 375.00 525.00	Open Open Open			
09/20/2019 09/20/2019 09/20/2019	525589 525590 525591	00000050 00000050 10003274	AT & T AT & T AT & T Long Distance	248857561209-19 250472140-0919 821555420-0919	2,148.07 79.51 21.75	Open Open Open			

Page: 3/7

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
09/20/2019	525592	10002333	Auto Value - APC Store	632370 -313 632501-313	143.89 14.36 158.25	Open Open
09/20/2019 09/20/2019	525593 525594	JUROR 10000139	Bailey, Rohan Bloomfield Township	Bailey,R 0919 2019-0831425Agreemen	61.20 3,845.72	Open Open
09/20/2019	525595	00001103	Blue Cross Blue Shield of Michigan	h 60418-600-1019 60418-601-1019 60418-602-1019 60418-604-1019 60418-605-1019	58,323.43 13,993.37 45,769.95 4,648.16 10,007.54 132,742.45	Open Open Open Open Open
09/20/2019	525596	00001103	Blue Cross Blue Shield of Michigan	n 7036880-0004-1019 7036880-0005-1019 7036880-0006-1019 7036880-0007-1018 7045068-0000-1019 7045068-0001-1019 7045068-0002-1019	14,552.98 7,011.20 182,883.73 14,841.86 12,960.20 868.15 2,373.00 235,491.12	Open Open Open Open Open Open
09/20/2019 09/20/2019 09/20/2019 09/20/2019 09/20/2019	525597 525598 525599 525600 525601	JUROR 00000119 JUROR JUROR 10003968	Bochnig, Melissa Bostick Truck Center, LLC Cardenas, Margeet Church, Frederick City of Rochester Hills	Bochnig,M 0919 243735 Cardemas.M 0919 Church,F 0919 38662 & 38777	61.20 32.89 61.20 61.20 5,862.12	Open Open Open Open Open
09/20/2019	525602	00000206	Consumers Energy	10-95261074-0919 52-96422630-0919 110-98711686-0919 825-97397342-0919 47450-96189951-0919	14.55 93.07 120.31 26.12 138.14 392.19	Open Open Open Open Open
09/20/2019	525603	10004156	Covenant Cemetery Services, Inc.	50914-R 60293-R	1,350.00 2,500.00 3,850.00	Open Open
09/20/2019 09/20/2019 09/20/2019 09/20/2019	525604 525605 525606 525607	00001286 10004243 REFUND BD 10004309	Crain's Detroit Business Creative Schools Management, LLC DC Dedicated Plumbing Dover & Company, LLC	10/01/19-089CD14A8 October 2019 R#213043 13712	79.00 26,000.00 75.00 557.27	Open Open Open Open
09/20/2019	525608	00000284	Elam Service Group	July 10, 2019 091219 091619	4,055.00 1,500.00 8,173.00 13,728.00	Open Open Open
09/20/2019 09/20/2019 09/20/2019 09/20/2019	525609 525610 525611 525612	REFUND BD JUROR JUROR JUROR	Foundation Systems of Michigan Gerard, Alicia Gray, Brandon Hardy, Quintin	R#214987 Gerard,A 0919 Gray,Brandon 0219 Hardy,Q 0919	75.00 61.20 83.70 38.30	Open Open Open Open
09/20/2019	525613	10004085	Harlan Electric Company	1109010 FY18/19 1109010 FY19/20	2,948.10 1,902.00	Open Open

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#### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 09/14/2019 - 09/20/2019

Page: 4/7

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					4,850.10	
09/20/2019	525614	JUROR	Hawkins-Davila, Billee	Hawkins-Davila, B0919	61.20	Open
09/20/2019	525615	JUROR	Her, Cher-Zong	Her,CZ 0919	15.40	Open
09/20/2019	525616	00001649	Home Depot/Comm. Credit	0024434	32.92	Open
				1024344	51.88	Open
				3021168 9022658	6.86 89.59	Open
				1624862	31.37	Open Open
				4024043	79.84	Open
				4024105	36.08	Open
				192180	101.49	Open
				9/5/19	59.86	Open
				9024575	11.88	Open
				6021920	67.80	Open
				6023809 7512306	35.94 139.28	Open Open
				8024675	276.46	Open
				8024676	190.92	Open
				4212697	1,164.24	Open
				8212775 Credit	(1,164.24)	Open
					1,212.17	
09/20/2019	525617	REFUND DEP	Hutchinson Excavating	R3204220	1,437.50	Open
09/20/2019	525618	REFUND BD	Ira Carpenter	R#211823	75.00	Open
09/20/2019	525619	10000960	Iron Mountain Incorporated	201965413-0819	302.38	Open
				BYCB949	250.87	Open
				BYCB960	224.93	Open
				BYCB982	313.57	Open
					1,091.75	
09/20/2019	525620	REFUND DEP	John Milton	R#81451-219844	100.00	Open
09/20/2019	525621	JUROR	Labrecque, Adrienne	Labrecque, A 0919	61.20	Open
09/20/2019	525622	JUROR	Lambert, Larry	Lambert,L 0919	61.20 115.00	Open
09/20/2019 09/20/2019	525623 525624	REFUND BD REFUND DEP	Lauren Skilton Lecom Communications	R#215299 R#201638	536.82	Open Open
09/20/2019	JZJ024	REFOND DEF	Lecom communications	K#201030	550.02	open
09/20/2019	525625	00001592	Loomis	12462870 12479621	841.36 878.77	Open Open
				1247,5021	1,720.13	open
09/20/2019	525626	JUROR	Lor, Chue	Chue, L 0919	61.20	Open
09/20/2019	525623	REFUND BD	McChesney Electric, Inc.	R#216431	35.00	Open
09/20/2019	525628	REFUND BD	McVicar, Alma A and	R# 190887	100.00	Open
09/20/2019	525629	JUROR	Mendoza, Christopher	Mendoza,C 0919	61.20	Open
09/20/2019	525630	00002044	Michigan Municipal League	19849	74.76	Open
				19854	68.40	Open
					143.16	
09/20/2019	525631	JUROR	Moua, Ger	Moua,Ger 0919	61.20	Open
09/20/2019	525632	00002221	Oakland County Executive Office	2019-0831Brownsfield	579,991.08	Open
09/20/2019	525633	00000603	Oakland County Treasurer	10420 31Aug-19	97,796.17	Open
09/20/2019	525634	10000078	Occupational HealthCenters of MI H	2C712864266 404429	125.00 36.00	Open Open
09/20/2019 09/20/2019	525635 525636	10004321 JUROR	Orion Stone Depot Peralta, Nathan	404429 Peralta,N 0919	61.20	Open Open
09/20/2019	525637	10004333	Pipeline Management Company, Inc.		25,890.82	Open
	52505.	10001000	information intragemente company, inc.		20,090.02	- 2

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#### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 09/14/2019 - 09/20/2019

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09/20/2019 52						
09/20/2019 52	25639	10000814 JUROR REFUND DEP	Professional Instant Printing, Inc Rodriguez, Sally Roncelli, Inc	.76844 Rodriguez,S 0919 R#184555	550.00 61.20 16,317.33	Open Open Open
09/20/2019 52	25641	00010316	Royal Roofing Co., Inc.	105348	34,700.00	Open
		10003769	Service Heating & Plumbing Corp	1908027	216.60	Open
09/20/2019 52	25643	JUROR	Skosich, Laurie	Skosich,L 0919	61.20	Open
09/20/2019 52	25644	00002579	Slade's Printing Company	Sept. 12, 2019 Sept. 16 2019	225.00 140.00 365.00	Open Open
09/20/2019 52	25645	00002600	Spartan Distributors	22427874 22428525	46.56 39.02	Open Open
					85.58	
00/00/0010 50	; DECAC	00012256	Charles Duciners Idurates	8055498288-422984097	40.15	Open
09/20/2019 52	25646	00012256	Staples Business Advantage	8055498288-422984097	101.48	Open
				8055498288-422984102	101.43	Open
				8055587972-423829420	497.38	Open
				8055587972-423829424	41.15	Open
					781.68	0 - 0 - 0
		00002630	State of Michigan	2019-0831SET	158,267.58	Open
		JUROR	Stewart, Melissa	Stewart,M 0919	61.20	Open
		10004140	Techniserve Inc.	39556	530.00	Open
		JUROR	Tibbitts, Melissa	Tibbitts,M 0919	61.20	Open
09/20/2019 52	25651	JUROR	Tippett, Mark	Tippett,M 0919	61.20	Open
09/20/2019 52	25652	00013076	Turner Sanitation	48003	90.00	Open
				48004	180.00	Open
				48007	180.00	Open
				48008	90.00	Open
				48010	395.00	Open
				48191	305.00	Open
					1,240.00	
09/20/2019 52	25653	10003813	Water Resource Commissioner	440-80918-08-0819	345.60	Open
00,20,2010 02	20000	10000013	NACCE ROOTION CONNECCEDENCE	440-80919-02-0819	129.23	Open
				990-78699-00-0819	345.60	Open
					820.43	
	25654 25655	00002832 JUROR	Waterford A Charter Township Williams, Angela	Sept. 14, 2019 Williams,A 0919	1,884,034.68 38.30	Open Open
				Total For 09/20/2019:	3,525,460.41	
				Total Paper Check:	3,525,460.41	
CONS TOTALS:	alia -				12,646,703.26	
Total of 76 Chec Less 0 Void Chec					12, 848, 703.28	

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DB: FONCIAC					
Check Date Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank COURT FIFTH	THIRD-COURT OP	ERATING			
Check Type: Pape:	r Check				
09/18/2019 7816 09/18/2019 7817	00000603	Oakland County Treasurer State Of Mich/Treasury	AUGUST 2019 AUGUST 2019	21,268.10 78,241.94	Open Open
			Total For 09/18/2019:	99,510.04	
			Total Paper Check:	99,510.04	
COURT TOTALS:					
fotal of 2 Checks: Less 0 Void Checks:				99,510.04 0.00	
Cotal of 2 Disbursem	ents:			99,510.04	
Bank PAYR PNC PA	RKING				
Check Type: EFT	Transfer				
9/16/2019 50(E)	10003892	Pontiac Downtown Business Ass	-	5,121.05	Open
			Total For 09/16/2019:	5,121.05	
			Total EFT Transfer:	5,121.05	
PAYR TOTALS:				Research and a second se	
Cotal of 1 Checks: Less 0 Void Checks:				5,121.05 0.00	
Total of 1 Disbursem	ments:			5,121.05	
Bank PNCMM PNC M	ONEY MARKET				
Check Type: EFT	Transfer				
)9/16/2019 136(E)	00013053	City of Pontiac	2019-0831 TD	5,644,429.98	Open
			Total For 09/16/2019:	5,644,429.98	
			Total EFT Transfer:	5,644,429.98	
PNCMM TOTALS:					
Total of 1 Checks: Less 0 Void Checks:				5,644,429.98 0.00	
Total of 1 Disbursem	nents:			5,644,429.98	
				······	

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#### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 09/14/2019 - 09/20/2019

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Check Date Check	Vendor	Vendor Name	Invoice Number	Amount Status
REPORT TOTALS:				
Total of 148 Checks: Less 3 Void Checks:				18,420,931.38 475.00
Total of 145 Disbursem	ents:			18,420,456.38

.

Check Date Check

Vendor

Vendor Name

DB: Pontiac

#### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 09/21/2019 - 09/27/2019

Invoice Number

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Status

Amount

Bank BOND FIFTH THIRD BOND ACCOUNT									
Check Type	Check Type: Paper Check								
09/23/2019	12477	10002889	50th District Court	1912550M A	200.00	Open			
09/23/2019	12478	10002889	50th District Court	1059375sl 10%	11.00	Open			
09/23/2019	12479	10002889	50th District Court	190888SM 10%	10.01	Open			
09/23/2019	12480	10002889	50th District Court	180S08194A T	326.00	Open			
09/23/2019	12481	10002889	50th District Court	180S36756A A	75.00	Open			
09/23/2019	12482	BOND	ALISHA HACKEL TRUST	17182141LT E	25.00	Open			
09/23/2019	12483	BOND	AUBURN VILLAGE TOWNHOUSES TRUST	15173157LT E	775.00	Open			
09/23/2019	12484	BOND	BAC HOME LOANS SERVICING TRUST	11155866LT E	7,000.00	Open			
09/23/2019	12485	BOND	BEULAH M. HORRY TRUST	11155866LT E	2,100.00	Open			
09/23/2019	12486	BOND	BILLIE KEELS	190936FY R	225.00	Open			
09/23/2019	12487	BOND	BRIAN BOLEDOVICH	17183045LT E	450.00	Open			
09/23/2019	12488	BOND	BRIAN MUNCE TRUST	15172438LT E	680.00	Open			
09/23/2019	12489	BOND	CHANTAY WILLIAMS	1059375SL R	99.00	Open			
09/23/2019	12490	BOND	CHIFFON R. HILL TRUST	10152701LT E	826.00	Open			
09/23/2019	12491	BOND	DARNECIA SHAW	18186183LT E	950.00	Open			
09/23/2019	12492	BOND	DELONDA ETCHEN	14170707LT E	207.00	Open			
09/23/2019	12493	BOND	ERIC K. COOK	12158726LT E	100.00	Open			
09/23/2019	12494	BOND	JATAVEIA QUINNETTA-LASHA SIMPSON	160S17867BC R	250.20	Open			
09/23/2019	12495	BOND	JEFFREY LYNN FISHER	13166270LT E	300.00	Open			
09/23/2019	12496	BOND	JEMERY MASTER	18186439LT E	725.00	Open			
09/23/2019	12497	BOND	JOANN ADAMS	11156867LT E	100.00	Open			
09/23/2019	12498	BOND	JUSTIN FRANKLIN	12160685LT E	50.00	Open			
09/23/2019	12498	BOND	KEITH JONES	161802202LT E	640.00	Open			
	12500				200.00				
09/23/2019		BOND	LAURIE BEHR	08142243LT E		Open			
09/23/2019	12501	BOND	LAWRENCE PARKER TRUST	15173277LT E	382.00	Open			
09/23/2019	12502	BOND	LEZEL JACOBS	10152509LT E	345.00	Open			
09/23/2019	12503	BOND	LINDA WELCH	14170742LT E	289.00	Open			
09/23/2019	12504	BOND	MALCOLM BOUDREAUX	191923LT E	765.00	Open			
09/23/2019	12505	BOND	MARTIN WHITE	13166926LT E	65.00	Open			
09/23/2019	12506	BOND	MERCEDES DENISE KING	171466160M R	100.00	Open			
09/23/2019	12507	BOND	MOHAMMAD N. AMIN	09147675LT E	750.00	Open			
09/23/2019	12508	BOND	NICHOLAS WELKER	190S31350A R	30.00	Open			
09/23/2019	12509	00002208	OAKLAND COUNTY CLERK	190902FY C	4,000.00	Open			
09/23/2019	12510	00002208	OAKLAND COUNTY CLERK	190913FY C	500.00	Open			
09/23/2019	12511	00002208	OAKLAND COUNTY CLERK	1771877FY C	1,500.00	Open			
09/23/2019	12512	00002208	OAKLAND COUNTY CLERK	191027FT C	200.00	Open			
09/23/2019	12513	BOND	ODESSA DAVIS	15172431LT E	775.00	Open			
09/23/2019	12514	BOND	PATRICIA ANN DAVIS	190S29809A R	0.50	Open			
09/23/2019	12515	BOND	PAUL DAVEY	15176226LT E	320.00	Open			
09/23/2019	12516	BOND	PRINCESS DAVIS	18185666LT E	500.00	Open			
09/23/2019	12517	BOND	QUINLAN TREE SERVICE	170S23952A R	45.00	Open			
09/23/2019	12518	BOND	RICHARD CHARLES CARLSON	10PO01481A R	20.00	Open			
09/23/2019	12519	BOND	RICHARD GLASS	11156123LT E	250.00	Open			
09/23/2019	12520	BOND	RONNIE EUGENE LENOAR	190888SM R	90.09	Open			
09/23/2019	12521	BOND	SERENA MONIQUE MOORE	160S16235A R	246.00	Open			
09/23/2019	12522	BOND	SHEILIA & DELIA SMOTHERS TRUST	15175537LT E	1,026.61	Open			
09/23/2019	12523	BOND	SHELIAH DENISE CALOPISIS	1909570M R	100.00	Open			
09/23/2019	12524	BOND	TALAL JARBOU TRUST	11154104LT E	60.00	Open			
09/23/2019	12525	BOND	TARYN DOVER	14168964LT E	675.00	Open			
09/23/2019	12526	BOND	VALERIE L. TERRY	08142877LT E	1,128.00	Open			
09/23/2019	12527	BOND	VELISHA SHAREE MAY	14H003761B R	180.00	Open			
,,						· E			

Total For 09/23/2019:

30,666.41

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heck Date	Check	Vendor	Vendor Name	Invoice Number	Amount Status
9/25/2019	12528	10002889	50th District Court	190S27514A A 190005SM R	155.00 Open 250.00 Open 405.00
9/25/2019 9/25/2019 9/25/2019 9/25/2019 9/25/2019 9/25/2019	12529 12530 12531 12532 12533	BOND BOND BOND BOND BOND	CHANIQA YOUNG INDERJIT SINGH TRUST JEREMY MICHAEL WILLIS THE HOME DEPOT UNITED STATES POSTAL SERVICE	15172119LT E 14171141LT E 190531792A R 1873884SM R 1160165SL R	360.00         Open           275.00         Open           100.00         Open           325.00         Open           80.00         Open
				Total For 09/25/2019:	1,545.00
				Total Paper Check:	32,211.41
OND TOTAL					
otal of 57 ess 0 Void					32,211.41
tal of 57	Disbursement	::			32,211.41
ank CONS	CONSOLIDA	TED			
neck Type	e: CheckSt	ub			
9/27/2019	8 (S)	10004338	DLZ Michigan, Inc.	140288 140451 140287 Overpay 140288 overpay	285.00 V Open 270.00 V Open (291.00) V Open (264.00) V Open 0.00
				Total For 09/27/2019:	0.00
				Total CheckStub:	0.00
neck Type	e: EFT Tra	nsfer			
9/23/2019	626(E) '	10004301	PNC Bank	990-0878763-5,6,7/19 2931178 2113485 8/12/19 4610033296 3206-8/9/19 8/16/19 1903713500181096 1880838300360101 76897 76943 103787931 7639729 542019 695563-16480 34185987 Sept. 11-15.2019 7-25-19 Bagfee	1,074.76 Open 150.00 Open 32.08 Open 354.00 Open 275.60 Open 186.30 Open 98.92 Open 22.77 Open 867.00 Open 1,100.00 Open 45.11 Open 313.00 Open 313.00 Open 370.99 Open 330.99 Open 810.00 Open 30.00 Open

#### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 09/21/2019 - 09/27/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				3459513743 7480513630 8504515916 751250746 6826 476 040561/051643 000004 560704778005 0244047780939093 7-25-19	88.00 715.98 204.98 21.19 280.51 31.79 356.50 103.88 70.00 193.18 137.80 484.30 8,813.22	Open Open Open Open Open Open Open Open
				Total For 09/23/2019:	8,813.22	
09/24/2019 09/24/2019 09/24/2019	623(E) 624(E) 625(E)	00000603 10003903 00012890	Oakland County Treasurer Pontiac Public Library Pontiac Schools	2018PILOT 2018 PILOT 2018 PILOT Total For 09/24/2019: Total EFT Transfer:	130,506.84 12,301.23 40,241.49 183,049.56 191,862.78	Open Open Open
		<b>1</b>		iotal Eri Itansiei.	191,002.70	
Check Type	e: Paper C	neck				
09/27/2019	525656	10004066	Action Traffic Maintenance, Inc.	1241242	5,165.00	Open
09/27/2019	525657	10003843	Advanced Disposal Services	PT0000027167 PT0000027168 PT0000027230 PT0000027231 V20002158477	207.93 3.81 11.42 610.60 75.00 908.76	Open Open Open Open Open
09/27/2019	525658	00012301	All Star Motorcoach, Inc.	19-53 Revised	825.00	Open
09/27/2019	525659	10004305	Ameena Razia Sheikh	7-3-19 190817SM 7-31-19 180531082A 8-27-19 190714SM 9-3-19 am 9-10-19 17-71905SM	40.00 80.00 40.00 240.00 160.00 560.00	Open Open Open Open Open
09/27/2019	525660	10004326	Ату М. Норр	8-26-19	240.00	Open
09/27/2019	525661	00000050	ΑΤ & Τ	8310007501007-0919 8310007527298-0919	1,294.90 221.00 1,515.90	Open Open
09/27/2019 09/27/2019 09/27/2019 09/27/2019	525662 525663 525664 525665	00000050 00000050 10002956 00001074	AT & T AT & T Beacon Forms & Labels, Inc. Bedrock Express	248451269509-19 287269014755x091719 115639 92905	843.64 871.02 508.92 324.25	Open Open Open Open
09/27/2019	525666	10004207	Belem Morales Law Office	9-10-19 pm 9-17-19 PM	240.00 240.00	Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					480.00	
09/27/2019	525667	10003919	Brittany Anne Costello	9-13-19 PM	240.00	Open
09/27/2019	525668	10003781	Bruce E. Crossman	8-21-19 19088SM 8-26-19 190944SM 9-1-19 190884SM 9-9-19 am 9-4-19 191387OM 9-9-19 190846SM 9-9-19 190846SM 9-12-19	72.00 240.00 56.00 240.00 75.00 112.00 16.00 240.00 1,051.00	Open Open Open Open Open Open Open
09/27/2019	525669	00010597	Charesa D. Johnson	9-4-19 AM 9-4-19 19-14020M 9-16-19 am	240.00 20.00 240.00 500.00	Open Open Open
09/27/2019	525670	00001244	Comcast Cablevision	825-903542484-1019	326.14	Open
09/27/2019	525671	00001244	Comcast Cablevision	110-1037575-0919 825-0946958-0919 6180-0214665-0919 47450-0862478-0919 52-812853-1019	173.43 322.36 304.64 124.81 277.71 1,202.95	Open Open Open Open Open
09/27/2019	525672	00000206	Consumers Energy	70-96511412-0919 216-97012165-0819 216-97012165-0919 216-97012719-0919 350-96873280-0919 990-96288609-0919 216-97012165-0819CR 216-970122165-0919 216-97012719-0919	148.04 25.80 20.61 15.09 25.58 104.95 (25.80) (13.69) (15.09) 285.49	Open Open Open Open Open Open Open Open
09/27/2019	525673	10004348	Cory Westmoreland	8-21-19 1913820M 8-21-19 191050SM 8/21/19 181493570M 8-23-19 190823SM 8-26-19 191020SM 8-27-19 190658SM 8-27-19 1770970SM 8-27-19 1873500SM 8-27-19 1567728SM 8-27-19 1567728SM-Gr 8-30-19 190930SM 9-5-19 A.M. 9-3-19 1904350M 9-9-19 AM	$\begin{array}{c} 75.00\\ 40.00\\ 40.00\\ 40.00\\ 40.00\\ 40.00\\ 40.00\\ 40.00\\ 40.00\\ 40.00\\ 75.00\\ 40.00\\ 240.00\\ 240.00\\ 240.00\\ 240.00\\ 1,070.00\end{array}$	Open Open Open Open Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
09/27/2019	525674	10004156	Covenant Cemetery Services, Inc.	50915-R 60294-R	1,350.00 2,500.00 3,850.00	Open Open
09/27/2019 09/27/2019 09/27/2019 09/27/2019 09/27/2019	525675 525676 525677 525678 525678	10000127 10004383 00013016 00010679 00000279	Delta Dental of Michigan Dennis Thompson Des Moines Stamp Mfg. Co. DLZ Michigan, Inc -Johnson&Andersc Eastman Fire Protection Company LI		1,048.13 540.00 71.00 291.00 V 105.62	Open Open Open Open Open
09/27/2019	525680	10004332	Edith Blakney Law Firm, PLLC	7-19-19 161421030M 8-27-19 190998M 8-23-19 190931SM 8-23-19 191000SM 8-21-19 161432170M 8-5-19 190733SM 9-16-19	20.00 20.00 66.40 20.00 360.00 700.00 240.00 1,426.40	Open Open Open Open Open Open
09/27/2019	525681	10004306	Erika D. Morgan Law, PLLC	9-3-19 P.M. 9-4-19 P.M. 9-3-19 1909560M 9-3-19 1909560M 9-12-19 all day	240.00 300.00 160.00 40.00 480.00 1,220.00	Open Open Open Open Open
09/27/2019 09/27/2019 09/27/2019	525682 525683 525684	00013326 10004308 10004391	Filmstools -VTP, Inc Forster Vine Rochester Auto Wash GCS Audio LLC	SI-822055853 177 19177	400.00 60.00 9,500.00	Open Open Open
09/27/2019	525685	00000436	Gracey Law Firm, PLLC	8-21-19 9-10-19	112.00 240.00 352.00	Open Open
09/27/2019	525686	10004182	Great Lakes Power & Lighting, Inc	19459 19460 19461 19462 19463 19464 19465 19466 19467 19468	485.58 4,285.67 4,245.34 1,148.38 936.00 491.09 1,015.31 873.08 1,192.75 528.00 15,201.20	Open Open Open Open Open Open Open Open
09/27/2019	525687	00001591	Guardian Alarm Company of Michigan	20466032	134.24	Open
09/27/2019	525688	10003261	Hillarie F. Boettger, PLLC	7-10-19 170513524A 1902340M-A 9-5-19 190673SM 9-11-19 9-19-19	35.00 20.00 96.00 240.00 160.00 551.00	Open Open Open Open Open
09/27/2019	525689	00001649	Home Depot/Comm. Credit	4360359	1,090.35	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
09/27/2019	525690	10001885	Hubbell, Roth & Clark, Inc.	172756 0172758 172759 172761 172762	5,489.03 144.14 54,305.07 4,848.13 111.48 64,897.85	Open Open Open Open Open
09/27/2019	525691	10004337	Idumesaro Law Firm, PLLC	8-14-19 18-73868SM 9-4-19 1902700M 9-5-19 190850SM 9-5-19 19-0926SM 9-10-19 A.M. 9-5-19 190S11226 9-11-19 am	460.00 80.00 360.00 80.00 320.00 300.00 240.00 1,840.00	Open Open Open Open Open Open
09/27/2019 09/27/2019 09/27/2019	525692 525693 525694	10004390 REFUND DEP EMP. REIMB	In Tune Rentals LLC Joann Milton John Balint	4752 81451-219844 19092043329219	8,470.00 100.00 80.00	Open Open Open
09/27/2019	525695	10003866	K and Q Law, PC	8-31-19 18-1484860M 8-31-19 160502724A+B 8-31-19 19-0338SM 8-31-19 19-0338SM 8-31-19 19-0338SM 8-31-19 19-11240M 8-31-19 19-11630M 8-31-19 18-15691SM 8-31-19 18-1484860M 8-31-19 180541913A 8-31-19 TJackson 8-31-19 19-07940M 9-11-19 am 9-12-19 AM	40.00 40.00 175.00 75.00 155.00 40.00 75.00 195.00 75.00 75.00 40.00 224.00 240.00 240.00 240.00 1,969.00	Open Open Open Open Open Open Open Open
09/27/2019	525696	10003942	Law Office of D Ann Parker, PC	8-19-19 1912620M 8-21-19 1912630M 8-21-19 1912630M 8-21-19 1912620M 9-3-19 AM	12.00 120.00 12.00 120.00 240.00 504.00	Open Open Open Open Open
09/27/2019 09/27/2019	525697 525698	10004388 10004387	Law Office of Christophen R Shem Law Office of Khari Hatchett	te 9-16-19 PM 9-10-19	240.00 240.00	Open Open
09/27/2019	525699 <sub>.</sub>	10003741	Law Offices of Nadine R.Hatten,PI	LC9-11-19 9-19-19	240.00 80.00 320.00	Open Open
09/27/2019	525700	00012690	Law Offices of Paulette Michel, H	PLI9-8-19 PM 9-23-19	240.00 2,241.61 2,481.61	Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
09/27/2019	525701	00010223	Lisa C Watkins Law Office	8-19-19 14-1356910M 8-20-19 19-1046SM 8-27-19 19-0709SM 8-29-19 19-14120M 8-29-19 16-1421510T 9-4-19 AM 9-5-19 AM+ 9-6-19 am 8-29-19 19-05710M 9-10-19 18-72736SM 9-10-19 19-0735SM	40.00 92.00 280.00 75.00 240.00 240.00 240.00 240.00 75.00 240.00 240.00 264.00 1,861.00	Open Open Open Open Open Open Open Open
09/27/2019	525702	10000123	Marilyn D.Walker	8-20-19 190384SM 8-20-19 171456600M 8-22-19 1872669SD 8-22-19 181476800M 8-30-19 AM 9-5-19 8-28-19 18149371	380.00 40.00 75.00 75.00 240.00 240.00 20.00 1,145.00	Open Open Open Open Open Open Open
09/27/2019	525703	10004366	MGM Legal, PLLC	9-9-19 P.D. 8-22-19 17-1465870M 9-19-19 am	240.00 75.00 240.00 555.00	Open Open Open
09/27/2019	525704	10004302	Michigan AssociationofCode Enforce	-00009- 10/8/19 00018 10/8/19	40.00 40.00 80.00	Open Open
09/27/2019 09/27/2019 09/27/2019 09/27/2019 09/27/2019	525705 525706 525707 525708 525709	00000534 10003751 10003957 00010549 10004329	Michigan Municipal Treasurers Asso Michigan Notary Service Mona Storm - Storm Reporting Mutual of Omaha Insurance Company Nachawati Law, PLLC	Sept. 27, 2019 September 17, 2019	339.00 108.22 665.00 9,606.76 240.00	Open Open Open Open Open
09/27/2019	525710	10003945	Nancy Anne Plasterer	9-6-19 19-0522SM 9-17-19 PM	75.00 240.00 315.00	Open Open
09/27/2019 09/27/2019 09/27/2019	525711 525712 525713	10001088 10004381 00000596	Nelco Supply Co. North American Construction Ent.LI NTH Consultants, Ltd	10093013 CPCO# 2-R 619529	107.72 6,872.93 7,276.17	Open Open Open
09/27/2019	525714	00002217	Oakland County Legal News	1695899 1695702	93.80 93.80 187.60	Open Open
09/27/2019	525715	00013333	Office Management & Consulting	17202	4,375.00	Open
09/27/2019	525716	00012982	PCM Sales Inc	5689367-00-0919 900626711 900598715 900608511	25,750.00 6,438.54 711.00 157.35	Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				900613550 900632918 900668444	1,467.00 127.00 2,964.00 37,614.89	Open Open Open
09/27/2019	525717	EMP. REIMB	Phillip Brown	955273	67.39	Open
09/27/2019	525718	00002381	Primo Crafts, LLC	32050 32060 32131	80.00 225.00 90.00 395.00	Open Open Open
09/27/2019 09/27/2019 09/27/2019 09/27/2019	525719 525720 525721 525722	REFUND DEP 10004375 10004083 10004389	Rachel Preston Robert L. Scruggs Rowe Professional Services Company Rucker & Associates, P.C.	R81454-220180 0000001 0091742 9-18-19 PM	100.00 150.00 1,085.00 240.00	Open Open Open Open
09/27/2019	525723	00000716	S&S Worldwide, Inc.	IN100195703 IN100217273 IN100217667	449.43 61.32 392.85 903.60	Open Open Open
09/27/2019	525724	00013067	Scott C. Kozak, Attorney at Law	8-21-19 1911230M 8-27-19 19-1062SM 8-27-19 19-1061SM 9-17-19 am 9-19-19 poweroutage	160.00 40.00 20.00 240.00 80.00 540.00	Open Open Open Open Open
09/27/2019 09/27/2019	525725 525726	EMP. REIMB 00011704	Sekar Bawa Spencer Oil Company	1226 1924301-012300	50.00 4,024.70	Open Open
09/27/2019	525727	00013050	Stacy A. Drouillard	8-27-19 191065SM 8-27-19 191066SM 8-29-19 190897SM 9-11-19 191151SM 9-12-19 190962SM 9-17-19 am	24.00 16.00 252.00 32.00 168.00 240.00 732.00	Open Open Open Open Open Open
09/27/2019	525728	00012256	Staples Business Advantage	8055664472-424566168 8055664472-424566169	136.82 579.98 716.80	Open Open
09/27/2019 09/27/2019 09/27/2019	525729 525730 525731	00002630 00002682 10004043	State of Michigan TestAmerica Laboratories, Inc. The Iron Barn	2018 PILOT 1900003354 0720	480,849.41 10,850.00 350.00	Open Open Open
09/27/2019	525732	00000275	The Law and Mediation Center PLLC	8-23-19 7-30-19 1908970M 8-4-19 171448620M 8-7-19 1910430M 8-20-19 1907380M 8-28-19 171448620M 8-28-19 190524104A 8-30-19 1908970M 8/29/19 1914130M	$\begin{array}{c} 240.00\\ 75.00\\ 20.00\\ 75.00\\ 20.00\\ 40.00\\ 20.00\\ 155.00\\ 75.00\end{array}$	Open Open Open Open Open Open Open Open

#### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 09/21/2019 - 09/27/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				8-30-19 171462090M 9-4-19 AM 9-5-19 AM 8-27-19 190651-SM	75.00 240.00 240.00 240.00 240.00 1,515.00	Open Open Open Open
09/27/2019	525733	00013076	Turner Sanitation	48006 48009 48032 48036 48098 48274	180.00 180.00 91.39 91.39 91.61 95.00 729.39	Open Open Open Open Open
09/27/2019	525734	00002832	Waterford A Charter Township	348-96397916-0719 348-96397916-0819 348-96397916-0919 348-5548109-0619 348-5548109-0719 348-69848-00-0719 348-69848-00-0819	56.69 53.66 54.35 136.87 112.41 388.89 413.36 1,216.23	Open Open Open Open Open Open
09/27/2019	525735	10004330	Wilkerson Law, PLLC	9-3-19 19-922-SM 9-3-19 19-67356-SM 9-3-19 19-859-SM 9-3-19 PM 9-3-19 am 9-18-19 PM	80.00 53.60 60.00 80.00 240.00 240.00 753.60	Open Open Open Open Open Open
09/27/2019 09/27/2019	525736 525737	REFUND DEP 10004086	Yolanda Flye Jonathan Witz & Associates	R#81453-220164 JWA-721 Total For 09/27/2019: Total Paper Check:	100.00 9,500.00 720,118.88 720,118.88	Open Open
CONS TOTAL	s:					
Total of 87 Less 2 Void	Checks:				911,981.66 291.00	
Total of 85	Disbursement	s:			911,690.66	
Bank COURI	C FIFTH THI	RD-COURT OPE	RATING			
Check Type	e: Paper Ch	neck				
09/23/2019	7818	10004340	Bryan H. Levy, PC	082219 Total For 09/23/2019:	1,869.60	Open
09/24/2019	7819	10004340	Bryan H. Levy, PC	092419	1,234.80	Open

10/02/2019 03:37 PM User: JPETERS

DB: Pontiac

#### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 09/21/2019 - 09/27/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				Total For 09/24/2019:	1,234.80	
9/26/2019 9/26/2019 9/26/2019 9/26/2019	7820 7821 7822 7823	00000050 00001244 10004223 10004223	AT & T Comcast Cablevision Court Innovations Incorporated Court Innovations Incorporated	2488579501 092219 1088 2367	31.77 114.85 325.00 325.00	Open Open Open Open
9/26/2019	7824	10000511	DATA LEGAL	23863 23904	1,124.40 232.00 1,356.40	Open Open
9/26/2019	7825	00011582	Greer -Alvrez	081319 091119 091319	115.07 51.16 10.32 176.55	Open Open Open
9/26/2019 9/26/2019	7826 7827	10004065 00002293	LEXISNEXIS RISK SOLUTIONS PENGAD, INC.	1532762-20190831 543509-01	213.84 256.90	Open Open
9/26/2019	7828	10004108	Ricardo Caceres	090929 091119	83.92 83.92 167.84	Open Open
9/26/2019	7829	00010900	Shred-It USA	8128101899	114.44	Open
09/26/2019	7830	00012362	STAPLES CREDIT PLAN	2346833411 2346897011 2353917141 2354117131 2354117221	127.47 807.90 174.05 835.55 635.94 2,580.91	Open Open Open Open
9/26/2019	7831	10000944	Stella Reyes	091219 092319 091619	76.00 70.00 73.00 219.00	Open Open Open
)9/26/2019 )9/26/2019 )9/26/2019	7832 7833 7834	BOND BOND 10004392	Sydney Carr BETHANY ANN WALKER BUSINESS MANAGEMENT DAILY	092319 1ST PAYMENT 71106554905	24.36 5,108.67 179.00	Open Open Open
				Total For 09/26/2019:	11,194.53	
				Total Paper Check:	14,298.93	
COURT TOTA	LS:					
Total of 17 Less 0 Void					14,298.93	

# REPORT TOTALS:

Total of 161 Checks:

958,492.00

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Check Date Check	Vendor	Vendor Name	Invoice Number	Amount Status
Less 2 Void Checks:				291.00
Total of 159 Disburse	ements:			958,201.00

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND	FIFTH THIN	RD BOND ACCOU	INT ,			
Check Type	e: Paper Ch	neck				
						3
10/15/2019	12555	10002889	50th District Court	1914880M A 190081SM A 190082SD A	100.00 400.00 140.00 640.00	Open Open Open
10/15/2019 10/15/2019	12556 12557	BOND BOND	ALEXIS MONIQUE NOBLE Butler Rowse-Oberle PLLC	171465730MR 17168631GC R	50.00 15.00	Open Open
10/15/2019	12558	BOND	HELENA MUNSON	170S28911A R 180S23828B R 180S10516B R	250.00 250.00 250.00 750.00	Open Open Open
10/15/2019 10/15/2019 10/15/2019 10/15/2019 10/15/2019 10/15/2019	12559 12560 12561 12562 12563 12564	BOND BOND BOND 00002208 BOND BOND	HOWARD BERTRAM JENNIFER STEWART MICHELLE LYNN LYONS OAKLAND COUNTY CLERK RICHARD G ROOSEN SHELIA BRECKENRIDGE	1364248SDR 141353870MR 171465700MR 1873562FY C 17171221GC R 192504LT R Total For 10/15/2019:	140.00 3.00 250.00 2,300.00 20.00 20.00 V 4,188.00	Open Open Open Open Open
				Total Paper Check:	4,188.00	
BOND TOTAL	LS:					
Total of 10 Less 1 Void					4,188.00 20.00	
Total of 9 I	Disbursements	5:			4,168.00	
Bank CONS	CONSOLIDA	TED				
Check Type	e: Paper Cl	heck				
10/18/2019	525880	10002840	21st Century Media Newspapers, LI	C AD 1865651 AD 1868677 AD 1865683 AD#1870964	2,730.25 432.25 930.25 3,564.25 7,657.00	Open Open Open Open
10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019 10/18/2019	525881 525882 525883 525884 525885 525886	10002840 10004097 10004066 10003843 REFUND BD 10004050	21st Century Media Newspapers, LI A Dream Limousine LLC Action Traffic Maintenance, Inc. Advanced Disposal Services Aimsworth Inc Alfred Benesch & Company	C AD 1872319 101119-CP 1241646 V20002181976 R215913 143285	930.25 5,650.00 7,389.75 212,749.10 170.00 23,918.48	Open Open Open Open Open Open
10/18/2019	525887	10004022	Arbor Oakland Group	92293 96826	157.86 75.36	Open Open

#### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 10/12/2019 - 10/18/2019

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heck Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					233.22	
0/18/2019 0/18/2019 0/18/2019	525888 525889 525890	10003274 00000097 REFUND DEP	AT & T Long Distance Bell Equipment Company Billy Herron III	821555420-1019 159345 R#210199	21.69 9,950.00 12,746.00	Open Open Open
0/18/2019	525891	00001103	Blue Cross Blue Shield of Michigan	60418-600-1119 60418-601-1119 60418-602-1119 60418-604-1119 60418-605-1119	57,860.90 13,038.31 44,819.89 4,648.16 10,209.48 130,576.74	Open Open Open Open Open
0/18/2019 0/18/2019 0/18/2019 0/18/2019 0/18/2019	525892 525893 525894 525895 525896	REFUND BD 10004261 00001039 00000152 JUROR	Bowen Electric Brian T. Jackson Cadillac Asphalt Products Certified Products & Supply Inc Clifton, Katherine	R#211156 942853 Pay Est. #6 181810-A Clifton,K 1019	130.00 210.00 233,738.80 16.04 75.80	Open Open Open Open Open
0/18/2019	525897	00001244	Comcast Cablevision	110-1037575-1019 6180-0214665-1019	173.46 309.15 482.61	Open Open
0/18/2019	525898	00013029	CompOne Administrators, Inc.	172959	11,370.54	Open
0/18/2019	525899	10004156	Covenant Cemetery Services, Inc.	50935-R 60298-R	1,350.00 2,500.00 3,850.00	Open Open
0/18/2019	525900	10004298	Cranbrook Institute of Science	10-23-19 payment	16,560.00	Open
0/18/2019	525901	00001353	Detroit Elevator Co.	182389 182391 183060 183062	177.00 177.00 177.00 177.00 708.00	Open Open Open Open
0/18/2019 0/18/2019 0/18/2019 0/18/2019 0/18/2019 0/18/2019	525902 525903 525904 525905 525906 525907	00000263 JUROR REFUND BD 10004260 10004382 REFUND DEP	Doors of Pontiac Evans, Danyel Executive Electric Service Falcon Road Maintenance Equipment Fantasee Lighting First Presbyterian Church	152195 Evans,D. 1019 R#221210 006488 1037494-2001 R#217809	369.50 38.30 110.00 382.78 6,388.00 300.00	Open Open Open Open Open Open
0/18/2019	525908	REFUND BD	Flame Heating, Cooling, Plumbing &	R#213436PE R#213436	75.00 75.00 150.00	Open Open
0/18/2019 0/18/2019 0/18/2019	525909 525910 525911	10004394 10003867 00010185	Funfest Productions, Inc George H. Hartman Architects, P.C. Greater Pontiac Host Committee	9/30/19 19-015 2019-2	3,933.00 100.00 300.00	Open Open Open
0/18/2019	525912	00001591	Guardian Alarm Company of Michigan	20484637Cemeteries 20484637IT 20484637Treasurer	516.00 157.50 280.65 954.15	Open Open Open
0/18/2019	525913	00001649	Home Depot/Comm. Credit	1021318	14.11	Open

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0/18/2019 0/18/2019 0/18/2019 0/18/2019	525915 525916 525917 525918	REFUND DEP 10001885 00013088	Hopewell Baptist Church Hubbell, Roth & Clark, Inc. Innovative Software Services, Inc.	R#214859 0172016	300.00 979.91	Open Open
0/18/2019 0/18/2019	525917					
)/18/2019		00013088	Innovative Software Services, Inc.	01.01	16 000 17	
	525918			. 2161	16,922.17	Open
	525510	10000960	Iron Mountain Incorporated	201970006	302.38	Open
		100000000	fion Mountain incorporated	BZSK305	250.87	Open
				BZSK371	230.87	Open
				BZSK390	313.57	Open
					1,091.75	
)/18/2019	525919	JUROR	Jackson, Stacy	Jackson,S 1019	38.30	Open
/18/2019	525920	REFUND DEP	James Anderson, Jr.	R#220655	1,150.00	Open
0/18/2019	525921	EMP. REIMB	Jonathan Starks	Starks,J 10/10/19	88.02	Open
)/18/2019	525922	10004256	Julius Smith Lawn Service	10-01-2019	1,750.00	Open
)/18/2019	525923	JUROR	Kelley, Katherine	Kelley,K 1019	15.40	Open
)/18/2019	525924	JUROR	Keyes. Ryan	Keyes, R. 1019	45.80	Open
//10/2019	525524	ODION	Keyes. Kyan	Reyes, R. 1019		open
/18/2019	525925	00013185	Kristel Group, Inc.	7704	3,928.25	Open
				7708	4,465.00	Open
				7712	1,393.00	Open
				7713	1,393.00	Open
				7714	1,393.00	Open
				7715	1,393.00	Open
				7716	574.25	Open
				7717	574.25	
						Open
				7718	574.25	Open
				7719	574.25	Open
					16,262.25	
0/18/2019	525926	JUROR	Kyles, Domonique	Kyles,D 1019	38.30	Open
)/18/2019	525927	REFUND DEP	Leader Dogs for the Blind	R#217616	450.00	Open
/18/2019	525928	REFUND DEP	Lecom Communications	R#214893	2,676.63	Open
)/18/2019	525929	10004127	LogMeIn USA, Inc.	1207633932	468.00	Open
/18/2019	525930	00001592	Loomis	12496463	841.36	Open
	525931		Mabin-Foster Markia	Mabins-Foster,M 1019	75.80	Open
)/18/2019		JUROR				
)/18/2019	525932	00012978	Meadowbrook, Inc.	2741	3,833.50	Open
/18/2019	525933	REFUND BD	Millennium Real Estate, Inc.	R#219744	300.00	Open
/18/2019	525934	JUROR	Milton, Shanequa	Milton,S 1019	38.30	Open
/18/2019	525935	00002197	Nowak & Fraus, PLLC	101616	17,049.50	Open
/18/2019	525936	00002229	Oakland County Road Commission	116321	120.00	Open
/18/2019	525937	00000603	Oakland County Treasurer	14-10-378-009-101519	2,155.00	Open
/18/2019	525938	10000078	Occupational HealthCenters of MI H	PC712910601	107.50	Open
/10/0010	525020	10001100	Officerson & Debert Helf Correspondence	54012057	D 161 10	0000
10/18/2019	525939	10001123	OfficeTeam-A Robert Half Company	54013957	2,464.46	Open
				54013967	1,476.05	Open
				54064571	1,680.52	Open
				54064777	487.25	Open
				54110239	2,516.19	Open
				54170473	1,350.94	Open
				54214707	2,160.91	Open
				54272327	1,373.11	Open
					13,509.43	
0/18/2019	525940	00002316	Pitney Bowes Inc	1013868005	344.97	Open
, -0, -0-2	020010	00002010	Truel pouco tuo	3309582267-	900.12	Open
				5509506201		02011
					1,245.09	
/18/2019	525941	00011236	PreCise MRM LLC	200-1022836	1,245.09 61.76	Open

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DB: Pontiac	3					
Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
0/18/2019 0/18/2019 0/18/2019 0/18/2019 0/18/2019 0/18/2019 0/18/2019	525942 525943 525944 525945 525946 525947 525948	10000814 10004007 10001111 00013315 JUROR JUROR JUROR	Professional Instant Printing, Ir QRS Court Reporting, LLC R. J. Hoffman Mgmt. Inc. Rapid Shred, LLC Romero, Saul Russell, Darlene Scott, Bob	nc.77002 90547 100064 128502 Romero,S 1019 Russell,D. 1019 Scott,B 1019	552.00 710.00 575.00 30.00 38.30 30.40 75.80	Open Open Open Open Open Open Open
.0/18/2019	525949	00012256	Staples Business Advantage	8055498288-422984095 8055498288-433984099 8055498288-422984100 80555498288-422984101 805557972-423829421 8055742446-425083167 8055742446-425083168 8055899180-42651100 8055899180-426251101 8055899180-426251103 8055899180-426251105	1,428.30 531.98 83.50 71.66 131.99 91.78 215.37 1,491.91 389.44 59.10 60.96 66.01 4,622.00	Open Open Open Open Open Open Open Open
0/18/2019 0/18/2019 0/18/2019 0/18/2019 0/18/2019 0/18/2019 0/18/2019 0/18/2019	525950 525951 525952 525953 525954 525955 525956 525957	00002630 JUROR REFUND BD REFUND BD JUROR JUROR JUROR JUROR JUROR	State of Michigan Tam, Thon Thermal Shield Windows & Tilson Street Plumbing, Inc. Williams, Francesca Williams, Mia Williams, Wayne Yang, Zong	Starks,JonathanH Tam,T 1019 R#219990 R#220126 Williams,F. 1019 Williams,M 1019 Williams,W. 1019 Yang,Z 1019	10.00 38.30 115.00 50.00 45.80 75.80 75.80 75.80	Open Open Open Open Open Open Open Open
				Total For 10/18/2019:	796,699.73	
				Total Paper Check:	796,699.73	
ONS TOTAL	LS:					
Cotal of 78 Jess 0 Void					796,699.73 0.00	
otal of 78.	Disbursements	:			796,699.73	
Bank COURI	C FIFTH THIF	RD-COURT OPE	ERATING			
Check Type	e: Paper Che	eck				
10/14/2019	7836	00000050	ΑΤ & Τ	248322117209 248322117409	210.16 219.01 429.17	Open Open
10/14/2019 10/14/2019 10/14/2019 10/14/2019 10/14/2019 10/14/2019 10/14/2019	7837 7838 7839 7840 7841 7842 7843	10004223 00001338 00001353 10003425 10004065 10003872 00000603	Court Innovations Incorporated Deaf Community Advocacy Network Detroit Elevator Co. K&K Mechanical Contractors LLC LEXISNEXIS RISK SOLUTIONS LIFELOC TECHNOLOGIES Oakland County Treasurer	INV8869 105422 183061 6424 1532762-20190930 328568 SEPTEMBER 2019	325.00 156.00 274.00 2,953.82 213.84 140.00 16,570.10	Open Open Open Open Open Open

#### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 10/12/2019 - 10/18/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
10/14/2019 10/14/2019 10/14/2019 10/14/2019 10/14/2019	7844 7845 7846 7847	10001573 10004191 00000641 10003896	Oakland Schools Ogletree Deakins Nash Smoak Pitney Bowes Global Financia PMP Investments, LLC		82.25 252.00 1,020.99 165.00	Open Open Open Open
10/14/2019	7848	00002621	State Bar Of Michigan	331380 334150 333593 332941 332172	350.00 315.00 315.00 315.00 315.00 1,610.00	Open Open Open Open Open
10/14/2019	7849	00000776	State Of Mich/Treasury	SEPTEMBER 2019	67,314.35	Open
				Total For 10/14/2019:	91,506.52	
10/18/2019 10/18/2019	7850 7851	00001244 00002483	Comcast Cablevision ROSE PEST SOLUTIONS	8529101461030042 30841953	114.85 49.00	Open Open
				Total For 10/18/2019:	163.85	
				Total Paper Check:	91,670.37	
COURT TOTA	LS:					
Total of 16 Less 0 Void			91,670.37 0.00			
Total of 16	Disbursemer	nts:	91,670.37			
REPORT TO	DAT S.					
Total of 104 Less 1 Void	l Checks:		892,558.10 20.00			
Total of 103	3 Disbursem	ents:	892,538.10			

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DB: Pontiad	2					
Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND	FIFTH THI	RD BOND ACCOU	JNT			
Check Type	e: Paper Cl	neck				
10/21/2019	12565	10002889	50th District Court	141362810M 10%	15.00	Open
10/21/2019	12566	10002889	50th District Court	1873086FY F	2,750.00	Open
10/21/2019	12567	10002889	50th District Court	191106FY F	500.00	Open
10/21/2019	12568	10002889	50th District Court	191108SM F	250.00	Open
10/21/2019	12569	10002889	50th District Court	140S20100A 10%	15.00	Open
L0/21/2019	12570	10002889	50th District Court	160S05169A 10%	11.00	Open
L0/21/2019	12571	10002889	50th District Court	140S20100B 10%	. 15.00	Open
10/21/2019	12572	10002889	50th District Court	190829544A F	20.00 360.00	Open
LO/21/2019 LO/21/2019	12573 12574	BOND 00002208	ANGEL LUIS CASTRO OAKLAND COUNTY CLERK	190081SMR 190988FY C	500.00	Open Open
10/21/2019	12575	BOND	PORTFOLIO RECOVERY ASSOCIATES	191367GC R	15.00	Open
10/21/2019	12576	BOND	SHELIA BRECKENRIDGE	192504LT R	20.00	Open
10/21/2019	12577	BOND	TAKEISHA ERNSBERGER	190510646A R	235.00	Open
10/21/2019	12578	BOND	TALISHA REID	160S05169A R	504.00	Open
10/21/2019	12579	BOND	VICTORIA POLK	192785LT E	1,000.00	Open
				Total For 10/21/2019:	6,210.00	
10/25/2019	12580	10002889	50th District Court	190517062A F	250.00	Open
10/25/2019	12581	00002208	OAKLAND COUNTY CLERK	191111FY C	1,000.00	Open
				191048FD C	2,000.00	Open
				191100FYC	5,000.00	Open
					8,000.00	
10/25/2019	12582	BOND	PORTFOLIO RECOVERY ASSOCIATES	18171885GC R	15.00	Open
10/25/2019	12583	BOND	ROLON AMIOTTY	170528869A R	1,000.00	Open
10/25/2019	12584	BOND	SEAN KAMMER	190185SD R	200.00	Open
10/25/2019	12585	BOND	VANCE LAMAR HARDIMAN	1914224SM R	150.00	Open
				Total For 10/25/2019:	9,615.00	
				Total Paper Check:	15,825.00	
BOND TOTAI	. c.					
Total of 21					15,825.00	
Less 0 Void	Checks:				0.00	
	Disbursement				15,825.00	
Bank CONS	CONSOLIDA	led				
Check Type	e: EFT Tra	nsfer				
10/22/2019	640(E)	10004301	PNC Bank	04610043041	310.50	Open
				2576400343	25.50	Open
					150.00	Onon
				77015	152.00	Open
				76993	142.50	Open
				76993 77038	142.50 35.00	Open Open
				76993	142.50	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				800004012 AIR0017455512472 AIR0011500855201 AIR0010656223724 139291112746 02429-2306803 02427-0362754 02430-5835202 02437-13739741 02450-2003604 257101 0067422630875 SurveyHero 6053517959 7473648246306 9-12-19 Taxi 128913596 Total For 10/22/2019: Total EFT Transfer:	124.20 393.30 30.00 34.07 317.99 2.00 12.95 12.16 1.00 2.00 1,297.79 462.30 55.00 599.99 7.69 38.83 175.70 4,603.38 4,603.38	Open Open Open Open Open Open Open Open
Check Type	e: Paper Cl	neck			.,	
10/25/2019 10/25/2019 10/25/2019	525958 525959 525960	10004324 10004133 10004305	Amanda McBride Amarge Development Corporation Ameena Razia Sheikh	10-9-19 PM November 2019 10-8-19 AM	240.00 650.00 320.00	Open Open Open
10/25/2019	525961	00000050	АТ & Т	831000750100-1019 8310007527298-1019	1,294.90 221.00 1,515.90	Open Open
10/25/2019 10/25/2019 10/25/2019	525962 525963 525964	00000050 00000050 00000050	АТ & Т АТ & Т АТ & Т	248857561210-19 250472140-1019 287269014755x101719	2,148.81 94.54 871.05	Open Open Open
10/25/2019	525965	00001103	Blue Cross Blue Shield of Michig	an 7036880-0004-1119 7036880-0005-1119 7036880-0006-1119 7036880-0007-1119 7045068-0000-1119 7045068-0001-1119 7045068-0002-1119	10,330.66 7,011.20 185,786.32 15,592.66 11,252.10 868.15 2,373.00 233,214.09	Open Open Open Open Open Open
10/25/2019 10/25/2019 10/25/2019 10/25/2019	525966 525967 525968 525969	10003781 00001039 00010597 00001244	Bruce E. Crossman Cadillac Asphalt Products Charesa D. Johnson Comcast Cablevision	10-7-19 AM Pay Estimate 5 10-8-19 PM 825-903542484-1119	240.00 149,481.50 240.00 326.38	Open Open Open Open
10/25/2019	525970	00001244	Comcast Cablevision	825-094958-1119 47450-0862478-1119 52-0812853-1119	322.42 124.81 277.71 724.94	Open Open Open

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heck Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
0/25/2019	525971	00000206	Consumers Energy	10-95261074-1019 52-96422630-1019 110-98711686-1019 825-97397342-1019 47450-96189951-1019 350-96873280-1019 990-96288609-1019 216-97012165-1019 70-96511412-1019 216-97012719-1019 216-97012719-1019CR	14.40 114.23 117.88 114.86 180.91 24.59 133.96 38.55 214.71 18.53 (18.53) 954.09	Open Open Open Open Open Open Open Open
0/25/2019	525972	10004348	Cory Westmoreland	10-8-19 AM 10-9-19 AM	240.00 240.00 480.00	Open Open
0/25/2019	525973	10004156	Covenant Cemetery Services, Inc.	50936-R 60299-R	1,350.00 2,500.00 3,850.00	Open Open
0/25/2019 0/25/2019	525974 525975	00000220 10004243	Creative Designs & Signs, Inc Creative Schools Management, LLC	2019-161 November 2019	589.50 26,000.00	Open Open
0/25/2019	525976	00000247	DTE Energy	786-2776558-0919 6180-5436464-08&919 6180-5436439-08&9/19 6180-5436464-08&9/19 6180-5436464-08&9/19	25.87 606.74 204.08 (606.74) (204.08) 25.87	Open Open Open Open Open
0/25/2019	525977	00000284	Elam Service Group	072319 073119 090619	2,825.00 3,760.00 4,560.00 11,145.00	Open Open Open
0/25/2019	525978	00013036	Giarmarco, Mullins & Horton, P.C.	93194-069B-3 93194-032B-84 93194-057B-60 93194-000B-98 93194-016B-97 93194-071B-3 93194-068B-2 93194-070B-3	420.00 1,492.50 6,000.00 24,568.90 20,980.84 540.00 270.00 765.00 55,037.24	Open Open Open Open Open Open Open
.0/25/2019 .0/25/2019 .0/25/2019	525979 525980 525981	10003904 00001591 10003261	GreatLakes ContractingSolutions,Ll Guardian Alarm Company of Michigar Hillarie F. Boettger, PLLC		9,677.13 134.24 240.00	Open Open Open
.0/25/2019	525982	00001649	Home Depot/Comm. Credit	0021453 0351187 1021338 1031088 2022414	111.82 138.38 16.97 252.37 29.82	Open Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				2022416	23.92	Open
				2351343	98.88	Open
				3022245	84.63	Open
				3022274	57.07	Open
				6020737	65.26	Open
				6020740	14.97	
						Open
				9022571	83.44	Open
					977.53	
0/25/2019	525983	10000136	Howard E Nyhart Company Inc.	0153676	2,675.00	Open
0/25/2019	525984	10004086	Jonathan Witz & Associates	JWA-728	8,558.51	Open
0/25/2019	525985	10003866	K and Q Law, PC	10-9-19 AM	240.00	Open
0/05/0010	525986	00010105	Kaistal Correct Tas	7705		0
0/25/2019	525986	00013185	Kristel Group, Inc.		3,872.25	Open
				7706	3,928.50	Open
				7707	3,889.75	Open
				7709	4,465.00	Open
				7710	4,465.00	Open
				7711	4,465.00	Open
						opon
					25,085.50	
/25/2019	525987	10004387	Law Office of Khari Hatchett	10-10-19 AM	240.00	Open
/25/2019	525988	10003957	Mona Storm - Storm Reporting	October 17, 2019	90.00	Open
/25/2019	525989	10004329	Nachawati Law, PLLC	10-4-19 PM	240.00	Open
/25/2019	525990	10003945	Nancy Anne Plasterer	10-8-19 PM	240.00	Open
105 10010	505001	00000500		01170 00 F 7 C 40 m	100,010,50	<u> </u>
)/25/2019	525991	00000598	Oakland County	SHF00057640T	100,910.52	Open
				SHF0005764	948,657.70	Open
				SHF0005831	948,657.70	Open
				SHF00058310T	98,145.79	Open
					2,096,371.71	*
0 /05 /0010	505000					0
0/25/2019	525992	REFUND TAX	Oakland County	14-21-452-013-102419	841.88	Open
0/25/2019	525993	00002221	Oakland County Executive Office	2019-1015Brownsfield	10,398.42	Open
0/25/2019	525994	10000078	Occupational HealthCenters of MI F	0712921754	107.50	Open
)/25/2019	525995	00010868	P.K. Contracting	191435-1	66,942.10	Open
0/25/2019	525996	00012982	PCM Sales Inc	5692511-00-1019	25,750.00	Open
)/25/2019	525997	10004333	Pipeline Management Company, Inc.		36,894.00	Open
/25/2019	525998	00002317	Plante & Moran, PLLC	1737252	4,518.90	Open
/23/2019	525996	00002317	Fiance & Molan, File	1131232	4, 510.90	open
/25/2019	525999	10000667	Printing Systems, Inc.	209383	213.15	Open
				209386	211.63	Open
				209412	148.20	Open
				209418	35.03	Open
				209110	608.01	open
VOE /0010	50000	10003760	Country Monthing & Diurbing Court	1000050		0
0/25/2019	526000	10003769	Service Heating & Plumbing Corp	1909059	481.06	Open
0/25/2019	526001	00012256	Staples Business Advantage	8055995413-427274891	13.31	Open
			-	8055995413-427274892	115.88	Open
				8055995413-427274893	235.18	Open
					364.37	010
) /0E /0010	EDCOOD	00000000	Chata of Michigan	0010 1015 CDM		0
0/25/2019	526002	00002630	State of Michigan	2019-1015 SET	2,951.28	Open
0/25/2019	526003	00000275	The Law and Mediation Center PLLC	10-7-19 PM	440.00	Open
0/25/2019	526004	EMP. REIMB	Victor Stevens	2701 00002 24659	26.94	Open
/25/2019	526005	10004330	Wilkerson Law, PLLC	10-10-19 AM	240.00	Open
				E18779A	823.00	Open
/25/2019	526006					
)/25/2019	526006	10004254	Oakland University	Total For 10/25/2019:	2,784,305.99	open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				Total Paper Check:	2,784,305.99	
CONS TOTAL	S:					
otal of 50 ess 0 Void	Checks: Checks:				2,788,909.37 0.00	
otal of 50	Disbursemen	ts:			2,788,909.37	
ank COURT	FIFTH TH	IRD-COURT OPP	ERATING			
Check Type	: Paper C	heck				
LO/24/2019 LO/24/2019 LO/24/2019	7852 7853 7854	00000050 10004373 00001338	AT & T Barbara Jill Palulian Deaf Community Advocacy Network	248857950110 CER#7294 105647	31.82 175.00 156.00	Open Open Open
0/24/2019	7855	00013185	Kristel Group, Inc.	7723 7722 7721 7720	3,054.50 3,148.31 3,316.19 3,311.25 12,830.25	Open Open Open Open
0/24/2019 0/24/2019	7856 7857	00000776 00000603	MICHIGAN DEPARTMENT OF TREASURY Oakland County Treasurer	2019 GARNS INF0002473	10,000.00 500.00	Open Open
0/24/2019	7858	10000608	Oakland Mediation Center	19-08 1911	2,936.25 2,936.25 5,872.50	Open Open
.0/24/2019	7859	00012362	STAPLES CREDIT PLAN	2361899221 23626499111	486.38 28.39 514.77	Open Open
.0/24/2019	7860	10000944	Stella Reyes	190S35049A I 192027GC I 190S34009A I 190S34009B I 1770970SM I 191326FY I	73.00 70.00 73.00 73.00 73.00 73.00 73.00 435.00	Open Open Open Open Open
				Total For 10/24/2019:	30,515.34	
L0/25/2019 L0/25/2019	7861 7862	00001428 10003461	Electrocomm-Michigan, Inc. Michigan Supreme Court Finance	082619-9 JIS OCT NOV DEC	199.98 10,825.13	Open Open
				Total For 10/25/2019:	11,025.11	
				Total Paper Check:	41,540.45	

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Check Date Check Vendor Vendor Name	Invoice Number	Amount Status
Total of 11 Checks: Less 0 Void Checks:		41,540.45 0.00
Total of 11 Disbursements:		41,540.45
REPORT TOTALS:		
Total of 82 Checks: Less 0 Void Checks:		2,846,274.82 0.00
Total of 82 Disbursements:		2,846,274.82

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank CONS (	CONSOLIDAT	ED				
Check Type	: EFT Tran	sfer				
10/28/2019 10/28/2019 10/28/2019 10/28/2019 10/28/2019 10/28/2019 10/28/2019 10/28/2019	641(E) 642(E) 643(E) 644(E) 645(E) 645(E) 646(E) 647(E) 648(E)	00000603 00000603 10003903 00012890 00012890 00012890 00012890	Oakland County Treasurer Oakland County Treasurer Pontiac Public Library Pontiac Public Library Pontiac Schools Pontiac Schools Pontiac Schools Pontiac Schools	2019-1015TD 2018-102918 2019-1015Library 2018-102919Library 2019-1015Messa 2019-1015Operating 2019-1015Sinking 2018-102919Sinking	106,193.64 348.66 7,019.50 32.50 2,992.10 86,351.57 20,922.35 7.26	Open Open Open Open Open Open Open
				Total For 10/28/2019:	223,867.58	
10/29/2019	649(E)	10003750	WMHIP-W Michigan Health 8890	November 2019	31,713.88	Open
				Total For 10/29/2019:	31,713.88	
				Total EFT Transfer:	255,581.46	
Check Type	: Paper Ch	neck				
11/01/2019	526007	10001957	Ajax Materials Corporation	243367 243429 243736 243663 243826 243902	169.40 114.10 105.70 78.40 68.60 63.00 599.20	Open Open Open Open Open
11/01/2019 11/01/2019	526008 526009	EMP. REIMB REFUND DEP	Al Nettle Alicia Brown	#259673 R#81468-221486	28.49 100.00	Open Open
11/01/2019	526010	10003879	Amazon.com LLC	1PLG-Q364-9FVL 14Q4-CN9F-QQWL 1M7P-NVC9-16MC	40.40 8.49 (0.71) 48.18	Open Open Open
11/01/2019	526011	00000040	American Public Works Association	ID#123345-10-2-19	1,950.00	Open
11/01/2019	526012	10001187	Ant Doctor Pest Control	19-1003 19-0911	75.00 325.00 400.00	Open Open
11/01/2019	526013	10004022	Arbor Oakland Group	98219 98324	97.36 97.36 194.72	Open Open
11/01/2019	526014	00000050	ΑΤ & Τ	8310005335294-1019 8310005335298-1019	2,231.30 1,880.36 4,111.66	Open Open
11/01/2019	526015	00000050	AT & T	248451269510-19	867.73	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
11/01/2019	526016	10002333	Auto Value - APC Store	636485 636263	0.00 513.12 513.12	Open Open
11/01/2019 11/01/2019 11/01/2019	526017 526018 526019	00000119 00001156 00001177	Bostick Truck Center, LLC C&S Motors, Inc. Carrier & Gable	121292 FP185289 IN14979	9,074.42 42.97 41,904.00	Open Open Open
11/01/2019	526020	10003949	Chet's Rent-All	3101783 2089128 3101303	696.08 107.35 620.92 1,424.35	Open Open Open
11/01/2019 11/01/2019 11/01/2019 11/01/2019	526021 526022 526023 526024	10003968 10003814 00001244 00000206	City of Rochester Hills Code Publishing, Inc. Comcast Cablevision Consumers Energy	38663, 38787 65077 990-0878763-1119 6180-96321407-1019	8,285.62 550.00 347.42 95.41	Open Open Open Open
11/01/2019	526025	10004156	Covenant Cemetery Services, Inc.	50937-R 60300_R	1,350.00 2,500.00 3,850.00	Open Open
11/01/2019 11/01/2019 11/01/2019	526026 526027 526028	10003084 00001353 00000284	Curbco, Inc. Detroit Elevator Co. Elam Service Group	51722 184084 102819	13,682.40 139.30 7,673.00	Open Open Open
11/01/2019	526029	10000009	Great Lakes Auto Superstore LLC	November 2019 6/30/19-7/30/19	5,833.33 732.47 6,565.80	Open Open
11/01/2019	526030	REFUND DEP	Guardian Plumbing & Heating	R211233	4,830.00	Open
11/01/2019	526031	10001885	Hubbell, Roth & Clark, Inc.	173636 0173637 0173638 0173640 0173641 0173677	4,995.94 3,923.55 87,548.62 1,079.07 105.60 1,026.89 98,679.67	Open Open Open Open Open Open
11/01/2019	526032	10003930	Leslie Tire Services, Inc.	3088973 3088742 3087414	385.00 2,416.00 711.00 3,512.00	Open Open Open
11/01/2019	526033	00002068	Miller Canfield Paddock & Stone, H	PLC1445193	3,594.00	Open
11/01/2019	526034	REFUND DEP	Mobilitie LLC	R176360 R176361 R#179615	5,750.00 5,750.00 5,750.00 17,250.00	Open Open Open
11/01/2019 11/01/2019 11/01/2019 11/01/2019 11/01/2019	526035 526036 526037 526038	REFUND DEP 10004048 10001088 10000449	Nadia Brooks Nation Home Improvement Nelco Supply Co. Nichols Heating & Cooling	R#81469-221835 10212019 10094200 62855	100.00 700.00 198.50 700.00	Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
11/01/2019 11/01/2019	526039 526040	10004381 00000598	North American Construction Ent. Oakland County	LL(Application #3 2019TrailerFees for	151,534.52 5,030.00	Open Open
11/01/2019	526041	00002217	Oakland County Legal News	1698969 1698970 1698971	93.80 93.80 93.80 281.40	Open Open Open
11/01/2019	526042	00002229	Oakland County Road Commission	116999 116876	1,095.56 9,874.81 10,970.37	Open Open
11/01/2019 11/01/2019 11/01/2019 11/01/2019 11/01/2019	526043 526044 526045 526046	00011236 10004007 REFUND DEP 00012896	PreCise MRM LLC QRS Court Reporting, LLC Rashonda D. Byrdo Rehmann Group, LLC	200-1022996 90552 R#81342-208969 RR544300	260.52 455.00 100.00 10,000.00	Open Open Open Open
11/01/2019	526047	10003760	Scott's Lock & Key Shop	0923 0922	11.25 99.95 111.20	Open Open
11/01/2019 11/01/2019 11/01/2019 11/01/2019 11/01/2019 11/01/2019	526048 526049 526050 526051 526052 526053	REFUND DEP 00002579 REFUND DEP 00002689 REFUND DEP 00013076	Silvia Nieves Slade's Printing Company The Dailey Company The Huttenlocher Group Trosie Alexander Turner Sanitation	R#81470-221836 Oct. 23, 2019 R216086 176492 R81455-221620 47437	100.00 85.00 43,700.00 664.00 100.00 360.00	Open Open Open Open Open Open
11/01/2019	526054	10003813	Water Resource Commissioner	52-69413-00-1019 52-69413-00-0919 435-80905-11-019 825-80806-02-1019 47450-81007-00-1019 47450-81007-00-919 10-80898-00-1019 70-81022-00-1019 216-80906-08-1019 216-80908-00-1019 216-80908-00-1019 216-80908-00-1019 216-80908-00-1019 216-80909-03-1019	283.76 283.76 345.60 413.36 1,215.52 1,825.36 2,231.92 43.20 1,165.52 43.20 155.28 19.41 108.01 25.85 8,159.75	Open Open Open Open Open Open Open Open
				Total For 11/01/2019:	463,923.72	
				Total Paper Check:	463,923.72	
CONS TOTAL Total of 57	Checks:				719,505.18	
Less 0 Void	Checks: Disbursemen	<b>-</b>			0.00	

Bank COURT FIFTH THIRD-COURT OPERATING

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Check Date Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Check Type: Paper C	Check		· · · · · · · · · · · · · · · · · · ·		
10/29/2019 7863	10004340	Bryan H. Levy, PC	10/8/19 LEVY 10/15/19 LEVY 10/29/19 LEVY	411.60 411.60 411.60 1,234.80	Open Open Open
			Total For 10/29/2019:	1,234.80	
			Total Paper Check:	1,234.80	
COURT TOTALS:					
Total of 1 Checks: Less 0 Void Checks: Total of 1 Disbursement	ts:			1,234.80 0.00 1,234.80	
Bank PNCMM PNC MONE	EY MARKET				
Check Type: EFT Tra	ansfer				
10/28/2019 140(E)	00013053	City of Pontiac	2019-1028TD Total For 10/28/2019:	141,779.96 141,779.96	Open
			Total EFT Transfer:	141,779.96	
PNCMM TOTALS:					
Total of 1 Checks: Less 0 Void Checks:				141,779.96 0.00	
Total of 1 Disbursement	ts:			141,779.96	
			a na ana amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o	an a	
REPORT TOTALS: Total of 59 Checks: Less 0 Void Checks:				862,519.94 0.00	
Total of 59 Disbursemen	nts:			862,519.94	

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DB: Pontiac	2		CHECK DATE FROM	11/02/2019 - 11/00/2019		
Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Jank BOND	FIFTH THIN	RD BOND ACCOU	JNT			
heck Type	e: Paper Cl	heck				
11/06/2019	12586	10002889	50th District Court	X3592778A R 190704SM A 190704SM 10% 191228FY 10% 190S33090A A 181494000M 10% 190S25854A A 1669873SM A	160.00 12.00 10.00 100.00 170.00 7.50 170.00 175.00 804.50	Open Open Open Open Open Open Open
11/06/2019 11/06/2019 11/06/2019 11/06/2019 11/06/2019 11/06/2019 11/06/2019 11/06/2019 11/06/2019 11/06/2019 11/06/2019 11/06/2019	12587 12588 12590 12591 12592 12593 12594 12595 12596 12596 12597 12598 12599	BOND BOND BOND BOND BOND BOND BOND 00002208 BOND BOND BOND BOND	AISSA SONAI CARTER ANTOINO DESHAWN WILLIAMS CALVARY SPV I LLC// DENEEN HAWKINS DWIGHT LEON PEETE GUSTAVO GONZALEZ-DAVILA HARRIET TEAMER JESSICA KELLAM MARCIANO RIVAS OAKLAND COUNTY CLERK PORTFOLIO RECOVERY ASSOCIATES STORAGE ONE WILLIAM OFFICER	190704SM R 181494000M R 191775GC R 180503216A R 1913450N R 1669873SM R 191228FY R 192104LT E 190531016A R 191241FY C 18171885GC R 1263442SMR 192911LT E Total For 11/06/2019:	90.00 67.50 15.00 250.00 325.00 900.00 6.00 160.00 2,250.00 15.00 30.00 625.00 6,073.00	Open Open Open Open Open Open Open Open
BOND TOTAI	LS:					
Total of 14	Checks:				6,073.00 0.00	
Less 0 Void Fotal of 14	Disbursemen	ts:			6,073.00	
	CONSOLIDA					
	e: Paper C					
11/08/2019	526055	10004313	ADT-Protection One Alarm Monito	rinç130705980 131164479	49.95 49.95 99.90	Open Open
11/08/2019	526056	10003843	Advanced Disposal Services	PT0000027354 PT0000027355 PT0000027356 PT0000027422 PT0000027454 PT0000027491	483.81 9.96 1,229.40 932.17 231.36 188.01	Open Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					3,074.71	<u>, , , , , , , , , , , , , , , , , , , </u>
1/08/2019	526057	10004384	Air Doctors Heating & Cooling, LL	C 1044 1078	5,071.44 837.82 5,909.26	Open Open
1/08/2019	526058	REFUND DEP	AIS Carpet Outlet	R#222237-215761	150.00	Open
11/08/2019	526059	10001957	Ajax Materials Corporation	240826 242737 242783 243538 243662	244.30 140.70 206.50 158.20 105.00 854.70	Open Open Open Open
11/08/2019 11/08/2019	526060 526061	10003733 10004324	Alliance Payment Solutions, Inc Amanda McBride	317747 10-10-17 PM	270.54 240.00	Open Open
11/08/2019	526062	10004305	Ameena Razia Sheikh	10-1-19 191041SM 10-1-19 191273SM 10-2-19 191278SM 10-7-19 191289SM 10-8-19 1914110M 10-8-19 19048SSM 10-8-19 190462SM 10-8-19 190817SM 10-8-19 180531082A-0 10-15-19 AM 10-27-19 191040SM 10-22-19 AM 10-28-19 191041SM 10-29-19 191278sm	75.00 40.00 40.00 80.00 160.00 120.00 80.00 240.00 75.00 240.00 80.00 40.00 1,390.00	Open Open Open Open Open Open Open Open
11/08/2019 11/08/2019 11/08/2019 11/08/2019	526063 526064 526065 526066	10004305 10004326 10001187 00000050	Ameena Razia Sheikh Amy M. Hopp Ant Doctor Pest Control AT & T	8-27-19 191009SM 10-28-19 AM 19-1030 80025874118-1119	40.00 240.00 200.00 1,723.24	Open Open Open Open
11/08/2019	526067	10004207	Belem Morales Law Office	10-3-19 190602SM 10-3-19 1966577 10-8-19 191035SM 10-22-19 AM	120.00 80.00 200.00 240.00 640.00	Open Open Open Open
11/08/2019	526068	REFUND DEP	Bishop Keith Rodgers Sr.	R#81479-222167	100.00	Open
11/08/2019	526069	10003919	Brittany Anne Costello	10-11-19 pm 10-14-19 pm 10-15-19 10-17-19 pm 10-30-19 am	240.00 240.00 240.00 240.00 240.00 240.00 1,200.00	Open Open Open Open Open
11/08/2019	526070	10003781	Bruce E. Crossman	10-15-19 AM 10-22-19 190279sm 10-22-19 191143SM	240.00 48.00 120.00	Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				10-22-19 1771935SM 11-1-19 AM	123.00 240.00 771.00	Open Open
11/08/2019	526071	00001156	C&S Motors, Inc.	FP186240 FP186542	110.40 399.18 509.58	Open Open
11/08/2019 11/08/2019	526072 526073	00010597 10003346	Charesa D. Johnson City of Auburn Hills	10-18-19 AM 71000518575-1019	240.00 19,440.28	Open Open
11/08/2019	526074	00001244	Comcast Cablevision	52-1022718-1119 990-1024326-1119	260.95 260.95 521.90	Open Open
11/08/2019	526075	10004348	Cory Westmoreland	10-30-19 AM	240.00	Open
11/08/2019	526076	10004156	Covenant Cemetery Services, Inc.	50944-R 60303-R	1,350.00 2,500.00 3,850.00	Open Open
11/08/2019 11/08/2019 11/08/2019 11/08/2019	526077 526078 526079 526080	10004243 00001310 10003307 10000127	Creative Schools Management, LLC D/A Central, Inc. Dave's Electric Services, Inc. Delta Dental of Michigan	WRC 80806-02-0919 63102 14444 RIS0002484273	1,418.80 1,492.50 170.00 956.03	Open Open Open Open
11/08/2019	526081	10004383	Dennis Thompson	11022019 09112019 10212019	532.50 600.00 517.50 1,650.00	Open Open Open
11/08/2019	526082	00010679	DLZ Michigan, Inc -Johnson&Anders	or140838 140841	606.50 1,595.00 2,201.50	Open Open
11/08/2019	526083	00000263	Doors of Pontiac	152849	134.00	Open
11/08/2019	526084	00000247	DTE Energy	60-910040233652-1019 910040679979-1019	10,968.98 82,769.26 93,738.24	Open Open
11/08/2019	526085	REFUND DEP	DTE Energy - Electric	R#180152	4,025.00	Open
11/08/2019	526086	10004332	Edith Blakney Law Firm, PLLC	9-13-19 1909131SM 9-24-19 191600M 9-13-19 190999SM 10-11-19 AM 10-22-19 170528869A 10-22-19 AM 10-23-19 PM 11-4-19 PM	$\begin{array}{r} 320.00\\ 20.00\\ 420.00\\ 240.00\\ 20.00\\ 240.00\\ 240.00\\ 240.00\\ 240.00\\ 1,740.00\end{array}$	Open Open Open Open Open Open Open
11/08/2019	526087	10004306	Erika D. Morgan Law, PLLC	10-28-19 10-30-19 PM	480.00 240.00	Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
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11/08/2019	526088	00001822	FedEx Office	OC-713483 OC-714993	25.00 25.00 . 50.00	Open Open
11/08/2019	526089	10004088	Fidelity Security Life Insurance C	Cc164093816 164093191 164093559	148.32 170.62 403.22 722.16	Open Open Open
11/08/2019	526090	EMP. REIMB	Garland Doyle	10/21-23/19	752.40	Open
11/08/2019	526091	00013036	Giarmarco, Mullins & Horton, P.C.	93194-069B-4 93194-057B-61 93194-016B-98 93194-000B-99 93194-070B-4 93194-032B-85	2,850.00 5,962.50 24,283.18 26,573.40 975.00 1,537.50 62,181.58	Open Open Open Open Open Open
11/08/2019	526092	00000357	Golling Buick GMC Inc.	PNCQ426304	39.10	Open
11/08/2019	526093	00000436	Gracey Law Firm, PLLC	9-27-19 1929270M 10-1-19 181471180M 10-3-19 191097SM 10-3-19 19-1112SM 10-3-19 191126SM 10-7-19 1912860M 10-7-19 1929270M 10-7-19 AM 10-10-19 191127SM 11-4-19 PM	80.00 75.00 20.00 80.00 20.00 120.00 240.00 80.00 240.00 975.00	Open Open Open Open Open Open Open Open
11/08/2019	526094	10003261	Hillarie F. Boettger, PLLC	10-15-19 190606SM 10-28-19 AM	120.00 240.00 360.00	Open Open
11/08/2019 11/08/2019	526095 526096	00001649 10001885	Home Depot/Comm. Credit Hubbell, Roth & Clark, Inc.	4023195 0173639	42.40 4,584.50	Open Open
11/08/2019	526097	10004337	Idumesaro Law Firm, PLLC	10-7-19 1902700M 10-7-19 191051SM 10-7-19 1913790M 10-8-19 191121SM 10-16-19 16141626om 10-16-19 191620om 10-16-19 am 10-17-19 190341SM 10-18-19 PM 10-21-19 AM 10-23-19 191360SM 10-29-19 AM	140.00 40.00 160.00 200.00 75.00 150.00 240.00 240.00 240.00 240.00 46.40 240.00 1,851.40	Open Open Open Open Open Open Open Open

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11/08/2019	526100	10003866	K and Q Law, PC	9-20-19 19-12750M 10-23-19 AM 10-18-19 AM 10-24-19 AM 10-31-19 AM	460.00 240.00 240.00 240.00 240.00 1,420.00	Open Open Open Open
11/08/2019	526101	10004388	Law Office of Christophen R Shemke	10-16-19 PM 10-31-19 PM	240.00 240.00 480.00	Open Open
11/08/2019	526102	10004387	Law Office of Khari Hatchett	10-11-19 PM 10-25-19 AM 10-30-19	240.00 240.00 240.00 720.00	Open Open Open
11/08/2019	526103	10002474	Law offices of Moneka L. Sanford H	PI10-15-19 PM 10-16-19 AM 10-16-19 PM 10-21-19 PM 10-29-19 PM	240.00 240.00 240.00 240.00 240.00 240.00 1,200.00	Open Open Open Open Open
11/08/2019	526104	10003741	Law Offices of Nadine R.Hatten,PLI	L(10-22-19 PM 10-24-19 PM 10-29-19	240.00 240.00 240.00 720.00	Open Open Open
11/08/2019	526105	00012690	Law Offices of Paulette Michel, Pl	JI11-1-19 am	240.00	Open
11/08/2019	526106	00010223	Lisa C Watkins Law Office	10-3-19 19-0905SM 10-9-19 18-1476930M 10-17-19 AM 10-24-19 191337SM 10-24-19 191337SM-P 10-24-19 am	32.00 99.00 240.00 80.00 40.00 240.00 731.00	Open Open Open Open Open
11/08/2019	526107	10000123	Marilyn D.Walker	10-17-19 AM 10-23-19AM 11-4-19 AM	240.00 240.00 240.00 720.00	Open Open Open
11/08/2019	526108	REFUND DEP	Matria Melvin	R#81473-221916	100.00	Open
11/08/2019	526109	10004366	MGM Legal, PLLC	10-7-19 1913470M 10-7-19 1913470M 10-14-19 PM	75.00 107.00 240.00 422.00	Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
11/08/2019	526110	00002068	Miller Canfield Paddock & Stone,PI	C1454487 1451184	27,152.18 8,337.00 35,489.18	Open Open
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11/08/2019	526112 ,	10004329	Nachawati Law, PLLC	10-21-19 PM 10-31-19 PM	240.00 240.00 480.00	Open Open
11/08/2019	526113	10003945	Nancy Anne Plasterer	10-23-19 PM 10-3-19 191067SM 10-8-19 191067SM	240.00 75.00 60.00 375.00	Open Open Open
11/08/2019 11/08/2019	526114 526115	00013333 10004395	Office Management & Consulting Pamar Enterprises, Inc	17228Pulbic accuracy Pay Est.#1	2,025.00 141,218.33	Open Open
11/08/2019	526116	00002317	Plante & Moran, PLLC	1751935 1751938	15,063.00 24,100.00 39,163.00	Open Open
11/08/2019 11/08/2019 11/08/2019	526117 526118 526119	00010593 REFUND BD 10004389	Praxair Distribution, Inc. Price Construction Services, LLC Rucker & Associates, P.C.	92271135 R#3220390 10-25-19 PM	38.75 135.00 240.00	Open Open Open
11/08/2019	526120	00013067	Scott C. Kozak, Attorney at Law	10-7-19 1772170SM 10-8-19 1873304SM 10-14-19 1916170M 10-14-19AM	800.00 275.00 75.00 240.00 1,390.00	Open Open Open Open
11/08/2019 11/08/2019 11/08/2019 11/08/2019	526121 526122 526123 526124	10003769 REFUND DEP 00002579 00002600	Service Heating & Plumbing Corp Siwek Construction Slade's Printing Company Spartan Distributors	1910029 R178317 10-23-19 22431578	1,040.48 7,015.00 120.00 271.20	Open Open Open Open
11/08/2019	526125	00013050	Stacy A. Drouillard	10-15-19 190153SM 10-15-19 191149SM 10-15-19 191151SM 10-15-19 191167SM 10-16-19 1912070M 10-17-19 190962SM 10-17-19 AM 10-21-19 1915210M 10-21-19 AM 10-25-19 AM	75.00 304.00 256.00 192.00 16.00 40.00 240.00 128.00 240.00 240.00 240.00 240.00 240.00	Open Open Open Open Open Open Open Open
11/08/2019	526126	00012256	Staples Business Advantage	8056083861-5955 8056083861-5956 8056083861-5957 8056083861-5958 8056083861-5959	849.99 239.99 141.67 83.97 88.99	Open Open Open Open Open

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11/08/2019	526128	10001001	Treasurer,City of Pontiac-PettyCa	asl3/5-10/24/19	384.63	Open
1/08/2019	526129	00013076	Turner Sanitation	48781	180.00	Open
				48782	180.00	Open
				48783	90.00	Open
				48784	180.00	Open
				48785	395.00	Open
				48802	90.00	Open
				48806	90.00 90.00	Open
				48846	69.68	Open
				46787 46762	139.36	Open Open
				40702	258.84	Open
				47618	395.00	Open
				48778	90.00	Open
				48779	180.00	Open
				10, , , ,	2,427.88	opon
					2,421.88	
1/08/2019	526130	10003813	Water Resource Commissioner	440-80918-08-1119	345.60	Open
1/00/2019	526130	10005815	Water Resource commissioner	440-80919-02-1019	172.05	Open
				990-78699-00-1019	345.60	Open
				556 76655 66 1615	863.25	0,001
					863.25	
L1/08/2019	526131	10004330	Wilkerson Law, PLLC	10-10-19 190859SM	80.00	Open
11/00/2019	520101	10001000	AllAstoon Law, 1220	10-10-19 1873055SM	120.00	Open
				10-31-19 AM	240.00	Open
					440.00	-
	5.0.51.2.0			00000		0
1/08/2019	526132	10003990	Willie G. Wesley III	00008	900.00	Open
1/08/2019	526133	00002895	Young Supply Co.	20184890-00	38.00	Open
				Total For 11/08/2019:	475,581.03	
				Total Paper Check:	475,581.03	
CONS TOTAL	LS:					
Potal of 79	Checks:				. 475,581.03	
Less 0 Void					0.00	
Total of 79	Disbursemen	ts:			475,581.03	
Bank COURT	r fifth th	IRD-COURT OP	ERATING			
Check Type	e: Paper C	heck				
11/06/2019	7864	BOND	BETHANY ANN WALKER	06/17/19 OPTICAL	260.00	Open
	1001	DOWD		04/23/2018 OPTICAL	260.00	Open
				2ND PAYMENT	3,417.96	Open
				ZND PAIMENI	5,417.50	

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1.067/2019         7855         10001559         DEXAN F/FS, SR         Auto - 160 DASG         315.70         Open           1.067/2019         7865         10001330         Deaf Community Autor and State         1911/371 1         156.60         Open           1.067/2019         7867         0001330         Deaf Community Autoreany Network         33000         21.60         Open           1.067/2019         7873         1001387         Definition on state         33000         21.60         Open           1.067/2019         7873         1001387         Michael Autor and State         1003392864         10.63.60         Open           1.067/2019         7873         10001887         Michael Autoreania         33092866         4000.05         Open           1.067/2019         7873         10001881         Michael Autoreania         330922866         4000.05         Open           1.067/2019         7873         10000844         Statla Regen         15102721         330.00         Open           1.067/2019         7873         10000844         Statla Regen         15102771         33.00         Open           1.067/2019         7873         10000844         Statla Regen         15102771         10.00         10.00 <t< th=""><th>heck Date Ch</th><th>Check Vendor</th><th>Vendor Name</th><th>Invoice Number</th><th>Amount</th><th>Status</th></t<>	heck Date Ch	Check Vendor	Vendor Name	Invoice Number	Amount	Status
1/26/2019 7866 10004232 Court: Transations Theoroperated #TWV236 1917/271 165.00 Geen 1/266/2019 7867 0000133 pace Counsult, Averonacy Networks 1917/271 165.00 Geen 1/266/2019 7370 1000335 LifeBox Counsult, Averonacy Networks 1917/271 165.00 Geen 1/266/2019 7370 1000335 Nitre Abiana Vol Sizidi 105/2019 7370 1000356 Nitre Abiana Vol Sizidi 105/2019 7371 1000455 NitreActive Averonacy Networks Networks 1917/271 171 166.00 Geen 1/266/2019 7371 1000455 NitreActive Averonacy Networks Networks 1917/271 1000455 NitreActive Averonacy Networks Networks 1917/271 1000455 NitreActive Averonacy Networks Networks Networks 1917/271 1000455 NitreActive Averonacy Networks Networks 1917/271 1000455 NitreActive Averonacy Networks Networks Networks Networks 1917/271 1000455 NitreActive Averonacy Networks					9,050.20	
1/166/2013       7867       DOD1339       Deaf Community Anvocacy Network 19:1/37Y I       156.00       Open         1/166/2013       7866       DOD1335       Deficit Elevation Co.       18/368       14/4.00       Open         1/166/2013       7870       1001355       Deficit Elevation Co.       18/368       14/4.00       Open         1/166/2013       7871       1001555       Michael Metrical Elevation Co.       18/368       14/4.00       Open         1/166/2013       7872       1001555       Michael Metrical Elevation Co.       18/368       14/4.00       Open         1/166/2013       7872       1001555       Michael Metrical Elevation Co.       All Struct Elevation Co.       0       Open         1/166/2013       7872       1001555       Michael Metrical Elevation Co.       0       0       Open         1/166/2013       7873       0001515       Elevation Co.       2.56       5.700       Open         1/166/2013       7877       1000150       Ricardo Caceres       19/31577 I       73.00       Open         1/166/2013       7877       1000210       2.35       0       0       0       0         1/166/2013       7877       10002108       Ricardo Caceres       19/315287	1/06/2019 78	7865 10001559		AMMO - PRO BASS		
L106/2013       7868       0201133       Detroit Elevator Co.       153658       274.00       Open         L106/2013       7869       1003372       Lifeloo Technologias       33000       14.00       Open         L106/2013       7871       1003372       Lifeloo Technologias       33000       14.00       Open         L106/2013       7872       1003173       Delhad Echologias       GRUBUSSS       35.50       Open         L106/2013       7873       1004191       Deltere Deakins Neth Stock & Storegotor740       94.55       00       00         L106/2013       7873       1004019       Deltere Deakins Neth Stock & Storegotor740       94.55       00       00         L106/2013       7873       1004019       Ritere Deakins Neth Stock & Storegotor740       94.55       00       00         L106/2013       7874       10000944       Stella Reyes       19101261       219.00       00       00       00         L106/2013       7878       10000944       Stella Reyes       19134777       1       219.00       00       00       00       00       00       00       00       00       00       00       00       00       00       00       00       00       00 </td <td>1/06/2019 78</td> <td>7866 10004223</td> <td>Court Innovations Incorporated</td> <td>#INV9296</td> <td>325.00</td> <td>Open</td>	1/06/2019 78	7866 10004223	Court Innovations Incorporated	#INV9296	325.00	Open
1/106/2019       7869       10003872       LIFECC TECHNOLOGIES       330000       146.00       Open         1/106/2019       7870       10003890       Mc.is Phinana Nathingz       130389365 t       36.06       Open         1/106/2019       7870       10003890       Mc.is Phinana Nathingz       130389365 t       36.06       Open         1/106/2019       7870       10003890       Mc.is Phinana Nathingz       130389366 t       35.55       Open         1/106/2019       7873       10003890       Mc.is Phinana Nathingz       130389366 t       400.65       Open         1/106/2019       7874       00000411       Pitnay Raws Global Finansia       33389266       400.65       Open         1/106/2019       7874       00000411       Pitnay Raws Inc       2333893674       33.38006       2,041.88       Open         1/106/2019       7877       10000944       Sueila Rays       19315074       73.00       Open         1/106/2019       7878       10000944       Sueila Rays       19315074       73.00       Open         1/106/2019       7878       10000944       Sueila Rays       19315074       73.00       0pen         1/106/2019       7878       10000944       Sueila Rays	1/06/2019 78	7867 00001338	Deaf Community Advocacy Network	191173FY I	156.00	Open
1/106/2013       7870       1000390       Meria Patian Vuly Gialai       100339986A 1       94,76       00en         1/106/2013       7871       10001355       MirKARL MARTINEZ       INN FIRE       25.49       0pen         1/106/2013       7872       10012351       Gallad Schools       MirKARL MARTINEZ       305.390       0pen         1/106/2013       7875       10001641       films School       Gallad Schools       305.000       0pen         1/106/2013       7875       10002396       400.00       500003006502145       2.060.05       0pen         1/106/2013       7876       10002394       Ricardo Caceres       13012920 I       73.00       0pen         1/106/2013       7877       10001944       Siella Reyes       1015277 I       73.00       0pen         1/106/2019       7878       10001944       Siella Reyes       1015277 I       73.00       0pen         1/106/2019       7878       10001944       Siella Reyes       10152877 I       73.00       0pen         1/106/2019       7071.0       73.00       0pen       13.108.10       13.108.10       13.108.10         20040       Fotal For 11/06/2019:       13.108.10       13.108.10       13.108.10       13.108.10	.1/06/2019 78	7868 00001353	Detroit Elevator Co.	183658		Open
1/106/2013     7872     10001853     MICRAE MARTINE2     INK FRINER     26.4.9     Open Open (1/06/2013     7872     10001873     Open Open (1/06/2013     7872     10001873     Open Open (1/06/2013     7873     10001873     Open Open (1/06/2013     7873     10001873     Open Open (1/06/2013     7873     1000198     2.01.9     7873     1000198     2.01.9     Open (1/06/2013     7876     0.000194     Xtard School & Stard Scho	.1/06/2019 78	7869 10003872	LIFELOC TECHNOLOGIES	330000		Open
11/16/2013       29272       10001373       Oakland Schoola       EX10102415750       30.50       Open         11/16/2013       2973       1000131       Oallatte Deakte Statew200740       94.50       90.05       Open         11/16/2013       2974       0000161       Dittery Bowes Global Plannial       330902386       100.05       0.00       Open         11/16/2013       2974       0000161       Dittery Bowes Global Plannial       330902386       100.05       0.00       Open         11/16/2013       2975       1000196       Xiterio Gaeceros       19013262 I       2.50.00       Open         11/16/2013       7578       1000194       Stella Reyes       19136777 1       21.00       Open         11/16/2013       7578       1000194       Stella Reyes       19136777 1       21.00       Open         11/16/2013       1000194       Stella Reyes       19136777 1       21.00       Open       215.00       Open         11/16/2013       1000194       Stella Reyes       191301671       21.50       0.00       Open       215.00       Open       215.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.0	.1/06/2019 76	7870 10003909	Maria Fabiana Valy Gialdi	190S39986A I	84.76	Open
1/106/2019       7273       1000191       Oglettree Deakins Mask 5 Stock & Stock9007670       94.53       Open Deak         1/106/2019       7874       0000641       Fitney Bowes Inc       30009005502145       2.041.88       Open Deak         1/106/2019       7875       10000316       Fitney Bowes Inc       30009000520145       2.041.88       Open Deak         1/106/2019       7878       10000316       Fitney Bowes Inc       20009000000000000000000000000000000000	.1/06/2019 71	7871 10001855	MICHAEL MARTINEZ	INK PRINTER	26.49	Open
Dividiation       Pitney Rowes Stoch Financial       332902366       400.05       Open         Dividiation       Stock       2306       2.041.38       Open         Dividiation       Pitney Rowes Inc       19.367PT I       73.00       Open         Dividiation       Pitney Rowes Inc       19.3167PT I       73.00       Open         Dividiation       Pitney Rowes Inc       19.3167PT I       73.00       Open         Dividiation       Pitney Rowes Inc       13.108.10       13.108.10       13.108.10         Dividiation       Pitney Rowes R	.1/06/2019 71	7872 10001573	Oakland Schools	GR19102415558	30.50	Open
12/06/2019       7875       0.002316       Pitency Rowse Tree       80.0000006502145       2,061.38       0 pen         12/06/2019       7875       1000408       Ricardo Caceres       1901526 I       93.92       0 pen         12/06/2019       7878       10000944       Stalia Reyes       1913672P I       73.00       0 pen         12/06/2019       7878       10000944       Stalia Reyes       1901526 I       73.00       0 pen         12/06/2019       7878       10000944       Stalia Reyes       1901526 I       73.00       0 pen         12/06/2019       7878       10000944       Stalia Reyes       1913672P I       73.00       0 pen         12/06/2019       7878       10000944       Stalia Reyes       1913672P I       73.00       0 pen         12/06/2019       7878       10000944       Stalia Reyes       1913672P I       73.00       0 pen         13/06.10       13/08.10       13/08.10       13/08.10       13/08.10       13/08.10         COURT FOTALS:       13/08.10       13/08.10       13/08.10       13/08.10       13/08.10         Chack Type:       FET Transfer       13/08.10       13/08.10       13/08.10       13/08.10         11/08/2019	.1/06/2019 71	7873 10004191	Ogletree Deakins Nash Smoak & Ste	we90076740	94.50	Open
11/06/2019       7876       10003896       PRF livestments, LLC       2305       5305       57.00       Open         11/06/2019       7877       10000944       Stella Reyes       1915525 I       83.92       Open         11/06/2019       7878       10000944       Stella Reyes       1915525 I       73.00       Open         11/06/2019       7878       10000944       Stella Reyes       1915525 I       73.00       Open         11/06/2019       7878       10000944       Stella Reyes       1915525 I       73.00       Open         11/06/2019       7876       10000944       Stella Reyes       1915525 I       73.00       Open         11/06/2019       7876       10000944       Stella Reyes       1916727 I       73.00       Open         COURT TOTALS:       Total For 11/06/2019:       13,108.10       73.00       Open         COURT TOTALS:       13,108.10       13,108.10       13,108.10       13,108.10         Check Type: EPT Transfer       11/08/2019:       4,860.00       0pen       Total For 11/08/2019:       4,860.00       0pen         Total Of 1 Disbursements:       10003892       Pontiac Downtown Business Assoc InfOctober 2019       4,860.00       4,860.00       0pen      <	.1/06/2019 78	7874 00000641	Pitney Bowes Global Financial	3309902866		
11/06/2019       7877       10004108       Riardo Caceresi       19015280 I       83.92       Open         11/06/2019       7876       10000944       Stella Reyes       191357FT I       73.00       Open         193130LT I       73.00       Total For 11/06/2019:       73.00       Open       Open         193130LT I       73.00       Open       73.00       Open       Open         COURT TOTALS:       13,108.10       0       0       0       0       0         Total of 15 Disbursements:       13,108.10       13,108.10       0       0       0       0         Bank PAX PNC PARHINO       11/08/2019:       4,860.00       4,860.00       0       0       0         Total of 1 Obschrs:       10003892       Pentiac Downtown Business Assoc Inflootober 2019       4,860.00       4,860.00       0.00       0       0       0<	.1/06/2019 71	7875 00002316	Pitney Bowes Inc	8000909006502145	2,041.98	Open
11/06/2019       7878       10001944       Stella Rayes       1913677T 1 190301367A 1 190301367A 1 190301367A 1 190301367A 1 190301367A 1 2319.00       73.00 73.00 73.00 0pen 0pen 0pen 0pen 0pen 0pen 0pen 0p	.1/06/2019 7:	7876 10003896	PMP Investments, LLC	2306	57.00	Open
1905313678 J       73.00       Open         193100LT I       73.00       Open         193100LT I       219.00         Total For 11/06/2019:       13,108.10         Total Paper Check:       13,108.10         Total Paper Check:       13,108.10         Docal of 15 Checks:       0.00         Bank PAYR PNC PARKING       13,108.10         Check Type: EFT Transfer       13,108.10         11/08/2019       52 (E)       10003892         Pontiac Downtown Business Assoc IncOctober 2019       4,860.00         Total For 11/08/2019:       4,860.00         Total EFT Transfer:       4,860.00         PAYR TOTALS:       0.00         Total Of 1 Disbursements:       4,860.00         REPORT TOTALS:       4,860.00         Total of 1 Disbursements:       4,860.00         PAYR TOTALS:       4,860.00         Total of 1 Disbursements:       4,860.00	.1/06/2019 78	7877 10004108	Ricardo Caceres	190152SC I	83.92	Open
195331367A I       73.00       Open         193100JF I       73.00       Open         219.00       70.00       Open         70.01       73.00       Open         219.00       70.01       73.00       Open         70.01       73.00       Open       219.00         Total For 11/06/2019:       13,108.10       70.00       0pen         Total Paper Check:       13,108.10       0.00       0.00         Total of 15 Disbursements:       13,108.10       0.00       0.00         Bank PAYR PNC PARKING       13,108.10       0.00       0pen         Check Type: EFT Transfer       11/08/2019:       4,860.00       0pen         11/08/2019       52 (E)       10003892       Pontiac Downtown Business Assoc Infootober 2019       4,860.00       0.00         Total For 11/08/2019:       52 (E)       4,860.00       0.00       0.00         PAYR TOTALS:       Total of 1 Checks:       4,860.00       0.00       0.00         Total of 1 Disbursements:       4,860.00       0.00       0.00       0.00       0.00         PAYR TOTALS:       4,860.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00       0.00	1/06/2019 7	7878 10000944	Stella Reyes	191367FT I	73.00	Open
219.00           Total For 11/06/2019:           Total For 11/06/2019:           Total Paper Check:           13,108.10           Total Paper Check:           13,108.10           Total Paper Check:           13,108.10           Total Paper Check:           13,108.10           COUNT TOTALS:           Total of 15 Disbursements:           Bank PAYR PNC PARKING           Check Type: EFT Transfer           11/08/2019         4,860.00           Total 2FT Transfer:           11/08/2019:         4,860.00           Total 2FT Transfer:           PAYR TOTALS:           Total of 1 Checks:           Less 0 Void Checks:			-	190S31367A I	73.00	Open
219.00           Total For 11/06/2019:           Total For 11/06/2019:           Total Paper Check:           13,108.10           Total Paper Check:           13,108.10           Total Paper Check:           13,108.10           Total Paper Check:           13,108.10           COUNT TOTALS:           Total of 15 Disbursements:           Bank PAYR PNC PARKING           Check Type: EFT Transfer           11/08/2019         4,860.00           Total 2FT Transfer:           11/08/2019:         4,860.00           Total 2FT Transfer:           PAYR TOTALS:           Total of 1 Checks:           Less 0 Void Checks:					73.00	
Total For 11/06/2019:         13,108.10           Total Paper Check:         13,108.10           Total Paper Check:         13,108.10           Total Paper Check:         13,108.10           Total of 15 Checks:         0.00           Total Paper Check:         13,108.10           Total of 15 Disbursements:         13,108.10           Bank PAYR PNC PARKING         13,108.00           Check Type: EFT Transfer         10003892           11/08/2019         4,860.00           Total FOT 11/08/2019:         4,860.00           Total FOT 11/08/2019:         4,860.00           PAYR TOTALS:         4,860.00           Total of 1 Checks:         0.00           Total of 1 Disbursements:         4,860.00           REFORT TOTALS:         4,860.00           Total of 1 Disbursements:         4,960.00						
Total Paper Check:         13,108.10           COURT TOTALS:         13,108.10           toss 0 Void Checks:         13,108.10           Loss 0 Void Checks:         4,860.00           REPORT TOTALS:         4,960.00           REPORT TOTALS:         4,960.00           REPORT TOTALS:         499,622.13           Loss 0 Void Checks:         4.00						
COURT TOTALS: Total of 15 Checks: 13,108.10 Less 0 Void Checks: 13,108.10 Coord of 15 Disbursements: 13,108.10 13,108.10 13,108.10 13,108.10 13,108.10 13,108.10 0,00				Total For 11/06/2019:	13,108.10	
Total of 15 Checks:       13,108.10         Less 0 Void Checks:       0.00         Total of 15 Disbursements:       13,108.10         Bank PAYR PNC PARKING       13,108.10         Check Type: EFT Transfer       4,860.00         Total FOT 11/08/2019       4,860.00         Total FOT 11/08/2019:       4,860.00         Total FT Transfer:       4,860.00         PAYR TOTALS:       4,860.00         Total of 1 Checks:       0.00         Less 0 Void Checks:       4,860.00         REPORT TOTALS:       4,860.00         REPORT TOTALS:       4,860.00         Total of 19 Checks:       4,860.00         0.00       0.00				Total Paper Check:	13,108.10	
Total of 15 Checks:       13,108.10         Less 0 Void Checks:       0.00         Total of 15 Disbursements:       13,108.10         Bank PAYR PNC PARKING       13,108.10         Check Type: EFT Transfer       4,860.00         Total For 11/08/2019       4,860.00         Total For 11/08/2019:       4,860.00         PAYR TOTALS:       0.00         Total of 1 Disbursements:       4,860.00         PAYR TOTALS:       4,860.00         Total of 1 Disbursements:       4,860.00         REPORT TOTALS:       4,860.00         REPORT TOTALS:       4,860.00         Total of 109 Checks:       4,960.00         0.00       0.00						
Less 0 Void Checks:       0.00         Total of 15 Disbursements:       13,108.10         Bank PAYR PNC PARKING       13,108.10         Check Type: EFT Transfer       4,860.00         11/08/2019       52 (E)       10003892       Pontiac Downtown Business Assoc IncOctober 2019       4,860.00         Total For 11/08/2019:       4,860.00       0pen         PAYR TOTALS:       0.00         Total of 1 Checks:       4,860.00         Less 0 Void Checks:       4,860.00         REPORT TOTALS:       4,860.00         Total of 109 Checks:       499,622.13         Checks:       0.00					13 109 10	
Bank PAYR PNC PARKING Check Type: EFT Transfer 11/08/2019 52 (E) 10003892 Pontiac Downtown Business Assoc IncOctober 2019 4,860.00 Total For 11/08/2019: 4,860.00 Total EFT Transfer: 4,860.00 PAYR TOTALS: Total of 1 Checks: 4,860.00 						
Check Type: EFT Transfer          11/08/2019       52 (E)       10003892       Pontiac Downtown Business Assoc IntOctober 2019       4,860.00       Open         Total For 11/08/2019:       4,860.00       Total For 11/08/2019:       4,860.00         PAYR TOTALS:       4,860.00       4,860.00         Total of 1 Disbursements:       4,860.00       0.00         REPORT TOTALS:       4,860.00       0.00         REPORT TOTALS:       4,860.00       0.00         Total of 1 Disbursements:       4,860.00       0.00         REPORT TOTALS:       4,860.00       0.00         REPORT TOTALS:       4,860.00       0.00         Total of 109 Checks:       4,99,622.13       0.00	otal of 15 Dis	sbursements:			13,108.10	
11/08/2019       52 (E)       10003892       Pontiac Downtown Business Assoc IncOctober 2019       4,860.00       Open         Total For 11/08/2019:       4,860.00       4,860.00       0         Total EFT Transfer:       4,860.00       0         PAYR TOTALS:       4,860.00       0.00         Total of 1 Checks:       4,860.00       0.00         Less 0 Void Checks:       4,860.00       0.00         REPORT TOTALS:       4,860.00       0.00         REPORT TOTALS:       499,622.13       0.00         Total of 109 Checks:       0.00       0.00	Bank PAYR PN	NC PARKING				
Total For 11/08/2019:       4,860.00         Total EFT Transfer:       4,860.00         PAYR TOTALS:       4,860.00         Total of 1 Checks:       0.00         Less 0 Void Checks:       4,860.00         REPORT TOTALS:       4,860.00         REPORT TOTALS:       4,860.00         Total of 1 Disbursements:       4,860.00         REPORT TOTALS:       4,860.00         Total of 109 Checks:       499,622.13         Less 0 Void Checks:       0.00	Check Type: 1	EFT Transfer				
Total For 11/08/2019:       4,860.00         Total EFT Transfer:       4,860.00         PAYR TOTALS:       4,860.00         Total of 1 Checks:       0.00         Less 0 Void Checks:       4,860.00         REPORT TOTALS:       4,860.00         REPORT TOTALS:       4,860.00         Total of 1 Disbursements:       4,860.00         REPORT TOTALS:       4,860.00         Total of 109 Checks:       499,622.13         Less 0 Void Checks:       0.00	1/08/2019 5	52(E) 10003892	Pontiac Downtown Business Assoc I	incOctober 2019	4,860.00	Open
Total EFT Transfer:       4,860.00         PAYR TOTALS:       4,860.00         Total of 1 Checks:       0.00         Less 0 Void Checks:       4,860.00         Total of 1 Disbursements:       4,860.00         REPORT TOTALS:       4,860.00         Total of 109 Checks:       499,622.13         Less 0 Void Checks:       0.00				T 1 3 T 11 (00 (0010	4 9 6 9 9 9	
PAYR TOTALS: Total of 1 Checks: Less 0 Void Checks: Total of 1 Disbursements: REPORT TOTALS: Total of 109 Checks: Less 0 Void Checks: 499,622.13 0.00				Total For 11/08/2019:	4,860.00	
Total of 1 Checks: Less 0 Void Checks: Total of 1 Disbursements: REPORT TOTALS: Total of 109 Checks: Less 0 Void Checks: 499,622.13 0.00				Total EFT Transfer:	4,860.00	
Less 0 Void Checks: Total of 1 Disbursements: REPORT TOTALS: Total of 109 Checks: Less 0 Void Checks: 499,622.13 0.00	PAYR TOTALS:	:				
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REPORT TOTALS: Total of 109 Checks: Less 0 Void Checks:						
Total of 109 Checks: 499,622.13 Less 0 Void Checks: 0.00						
Less 0 Void Checks:	REPORT TOTAL	LS:				
Total of 109 Disburgements.						
	motal of 100 Di	); shursements.			499,622.13	

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DD: FUILIAC						
Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND	FIFTH THI	RD BOND ACCOU	JNT			
Check Type	: Paper C	heck				
11/15/2019	12600	10002889	50th District Court	191321SM 10% 191321SM A 1669857SM A 190S28341A A 190S28341B A 190239SM F 1872529SM A	50.00 450.00 255.00 153.00 170.00 255.00 400.00 1,733.00	Open Open Open Open Open Open
11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019	12601 12602 12603 12604 12605 12606 12607 12608	BOND BOND BOND BOND BOND 00002208 BOND BOND	ALEXIS MONIQUE NOBLE IDA JAMARI SINCLAIR-WILLIAMS JACOB WILLIAM LENOIR MELINDA MORAN NORTH HILL FARMS II TRUST OAKLAND COUNTY CLERK TURTLE CREEK APARTMENTS VERNON MAE LEWIS	171465730MR 160S22225A R 1874028FY R 130S21099A R 192249LT E 191384FT C 190084SMR 190S33810B R	$50.00 \\ 250.00 \\ 225.00 \\ 45.00 \\ 25.00 \\ 25.00 \\ 150.00 \\ 160.00 \\ 160.00 \\ 100 \\ 00 \\ 00 \\ 00 \\ 00 \\ 00 \\ 00$	Open Open Open Open Open Open Open
				Total For 11/15/2019:	2,888.00	
				Total Paper Check:	2,888.00	
BOND TOTAL	s:				·····	
Total of 9 C Less 0 Void	hecks:				2,888.00 0.00	
Total of 9 D	isbursement	s:			2,888.00	
Bank CONS	CONSOLIDA	TED				
Check Type	e: EFT Tra	nsfer				
11/13/2019	651(E)	10004293	North Bay Drywall, Inc	November 2019	14,208.20	Open
				Total For 11/13/2019:	14,208.20	
11/14/2019 11/14/2019 11/14/2019 11/14/2019 11/14/2019 11/14/2019	652(E) 653(E) 654(E) 655(E) 656(E)	00000603 10003903 00012890 00012890 00012890	Oakland County Treasurer Pontiac Public Library Pontiac Schools Pontiac Schools Pontiac Schools	2019-1031TD 2019-1031Library 2019-1031MESSA 2019-1031Operating 2019-1031 Sinking Total For 11/14/2019:	71,809.00 4,280.57 2,193.41 69,290.64 14,557.07 162,130.69	Open Open Open Open Open

Total EFT Transfer:

Check Type: Paper Check

176,338.89

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				1892746 1885274 1885363	73.95 845.00 1,010.00 5,235.20	Open Open Open
11/15/2019	526135	10003843	Advanced Disposal Services	V20002204197	212,758.55	Open
11/15/2019	526136	10001957	Ajax Materials Corporation	239190 240966 241204 241282 241285 241545 244618 244639 244727 244806 244981 245001	147.00 170.80 163.80 138.60 105.00 133.70 431.20 289.10 432.60 217.70 100.10 208.60 2,538.20	Open Open Open Open Open Open Open Open
11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019	526137 526138 526140 526141 526142 526143 526143 526144 526144 526146 526147 526148 526149 526151 526152 526153	10003879 JUROR 10004403 10003274 JUROR REFUND TAX JUROR JUROR JUROR JUROR JUROR REFUND TAX 10003949 00013029 REFUND TAX REFUND TAX	Amazon.com LLC Anderson, Joseph Anthony Mason AT & T Long Distance Bartlett, Edward Barton, Katherine Bautista, Laura Lima Bernard, Silvia Bourdage, Brett Bruce, Michael Bullock, Pamela Butler, Jaquandre Butler, Joe Chet's Rent-All CompOne Administrators, Inc. CoreLogic Real Estate Tax Service		166.47 61.20 72.00 22.03 61.20 61.20 87.14 61.20 15.40 61.20 61.20 61.20 61.20 1,085.63 348.04 13,361.06 680.43 373.24	Open Open Open Open Open Open Open Open
11/15/2019	526154	REFUND TAX	Corelogic Real Estate Tax Service	13-36-282-019-111419 14-21-460-032-111419 14-32-478-023-111419	636.48 685.58 106.35 1,428.41	Open Open Open
11/15/2019	526155	REFUND TAX	CoreLogic Real Estate Tax Service	14-21-459-013-111419	647.76	Open
11/15/2019	526156	10004156	Covenant Cemetery Services, Inc.	50947 50948	1,368.00 27,007.00 28,375.00	Open Open
11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019	526157 526158 526159 526160 526161	REFUND TAX 10004404 REFUND TAX JUROR 10004383	Crozier, John Daniel Elam Daniel, Brandi Davenport, Kwentaia Dennis Thompson	14-32-431-028-111419 WE 11-9-19 DE 14-33-477-038-111419 Davenport,K. 1119 WE 11-09-19DT	88.98 72.00 100.00 61.20 72.00	Open Open Open Open Open
11/15/2019	526162	00001353	Detroit Elevator Co.	183657 183660	177.00 177.00 354.00	Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
11/15/2019 11/15/2019	526163 526164	JUROR REFUND TAX	Dixon, Levi Downs, Sarah E	Dixon,L. 1119 14-07-480-003-111419	61.20 451.22	Open Open
11/15/2019	526165	00000247	DTE Energy	440-2777841-1019 70-4941404-1019 216-7484267-1019 435-7849547-1019 827-5543457-1019 827-7082417-1019 990-7078596-1019 6180-5436439-1019 6180-5466464-1019 52-7080527-1019	49.56 2,010.24 34.33 62.56 22.85 86.87 1,087.24 591.74 85.81 92.31 592.21 4,715.72	Open Open Open Open Open Open Open Open
11/15/2019	526166	00000284	Elam Service Group	List #6 List #7	8,915.00 6,265.00 15,180.00	Open Open
11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019	526167 526168 526169 526170 526171 526172 526173	10004405 JUROR JUROR 00013326 REFUND TAX REFUND TAX 10002659	Eric Matthews Evans, Lynette Fields, Claudia Filmstools -VTP, Inc First American Title Insurance Co. First American Title Insurance Co. George W. Auch Company		72.00 61.20 61.20 990.00 52.23 42.02 82,703.10	Open Open Open Open Open Open
11/15/2019	526174	10004182	Great Lakes Power & Lighting, Inc	19537 19538 19539 19540 19541 19542 19543 19544 19545 19546	5,377.94 528.00 608.24 1,032.63 641.75 856.17 346.05 660.95 426.37 1,375.75 11,853.85	Open Open Open Open Open Open Open Open
11/15/2019 11/15/2019	526175 526176	10004406 REFUND TAX	Harold Scandrick Jr. Ibarra, Francisco	WE 11-9-19 HS 14-29-227-010-111419	60.00 229.25	Open Open
11/15/2019	526177	10000960	Iron Mountain Incorporated	202004133 CCJD228 CCJD232 CCJD241	302.38 302.38 224.93 313.57 1,143.26	Open Open Open Open
11/15/2019 11/15/2019 11/15/2019 11/15/2019	526178 526179 526180 526181	10004407 10004408 REFUND TAX REFUND TAX	Jamar W. Menuard Joevon Tyron Jackson Johnson, Larry Kirkman, Darryl	WE 11-9-19 JM WE 11-9-19 JJ 14-30-254-111-111419 14-17-326-037-111419	60.00 72.00 88.36 226.34	Open Open Open Open
11/15/2019	526182	00013185	Kristel Group, Inc.	7724 7725 7726 7727	4,675.00 4,675.00 4,675.00 4,675.00 4,675.00	Open Open Open Open

11/18/2019 11:59 AM User: JPETERS DB: Pontiac

### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 11/09/2019 - 11/15/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					18,700.00	
11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019	526183 526184 526185 526186 526187 526188	REFUND DEP 10004409 JUROR 10004310 JUROR 00012978	Lecom Communications LeMarr Robert Hunt Love Jr. III, Cleodus Mass Mailing, LLC McClendon, Mary Meadowbrook,Inc.	R#214893 WE 11-9-19 LH Love Jr. III,C. 1119 4562 McClendon,M. 1119 3083	2,676.63 60.00 61.20 534.31 61.20 3,859.00	Open Open Open Open Open Open
11/15/2019	526189	00002044	Michigan Municipal League	20378 20381	57.24 50.40 107.64	Open Open
11/15/2019 11/15/2019 11/15/2019	526190 526191 526192	JUROR 10004048 00002221	Mitchell, Michael Nation Home Improvement Oakland County Executive Office	Mitchell,M 1119 110919 2019-1031Brownsfield	61.20 2,050.00 15,063.81	Open Open Open
11/15/2019	526193	00002217	Oakland County Legal News	1699955 1699956 1699957 1699959	93.80 93.80 93.80 93.80 375.20	Open Open Open Open
11/15/2019	526194	10003740	Oakland Strategies Group	#000311S 000311	350.00 1,204.70 1,554.70	Open Open
11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019	526195 526196 526197 526198 526199 526200 526201	10000078 REFUND TAX 10000225 JUROR 00011236 10004364 REFUND TAX	Occupational HealthCenters of MI F Ogden, Wesley Paul'S Auto Interiors Perkins, Vanessa PreCise MRM LLC Ry'n Q. Jones Salinas, Michael	C712954511 14-16-103-024-111419 07589 Perkins, V. 1119 200-1023241 WE 11-9-19 RJ 14-33-137-002-111419	125.00 391.60 550.00 61.20 63.41 72.00 227.07	Open Open Open Open Open Open
11/15/2019	526202	10004173	Seasonal Property Maintenance LLC	1725 1726 1727 1728 1729 1730 1731 1732 1733 1734 1735 1736 1737 1738 1739 1740 1741 1742 1743 1744 1743 1744 1745 1746	$\begin{array}{c} 900.00\\ 277.50\\ 150.00\\ 900.00\\ 450.00\\ 900.00\\ 900.00\\ 249.00\\ 665.00\\ 277.50\\ 740.00\\ 355.00\\ 355.00\\ 355.00\\ 355.00\\ 355.00\\ 355.00\\ 462.50\\ 355.00\\ 150.00\\ 450.00\\ 555.00\\ 150.00\\ 416.25\\ 370.00\\ \end{array}$	Open Open Open Open Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				1748 1749 1750 1751 1752 1753 1755 1756 1757	$\begin{array}{r} 647.50\\ 370.00\\ 416.25\\ 225.00\\ 150.00\\ 750.00\\ 3,330.00\\ 4,500.00\\ 1,106.25\\ \end{array}$	Open Open Open Open Open Open Open Open
11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019	526203 526204 526205 526206 526206 526207	JUROR JUROR REFUND TAX JUROR REFUND TAX	Taylor, Deanna Terry, Latonya The Hamilton Ltd Dividend Hsng Ass Thompson, Vernita Torres, Hortencia Esparza	Taylor, D. 1119 Terry, L 1119 5714-29-408-020-111419 Thompson,V 1119 14-08-377-004-111419	61.20 61.20 5,419.79 61.20 591.57	Open Open Open Open Open
11/15/2019	526208	00002832	Waterford A Charter Township	348-69848-00-0919 348-96397916-1019 348-5548109-0819 348-5548109-0919	413.36 57.47 116.27 154.51 741.61	Open Open Open Open
11/15/2019 11/15/2019 11/15/2019	526209 526210 526211	REFUND TAX 10004402 JUROR	Williams, Perry Yaktown Yoga Yang, Ky	14-30-454-007-111419 Al Yang,Ky 1119 Total For 11/15/2019:	10.41 100.00 61.20 463,385.19	Open Open Open
				Total Paper Check:	463,385.19	
CONS TOTAI Total of 84 Less 0 Void	Checks:				639,724.08 0.00	
Total of 84	Disbursement	s:			639,724.08	
	r FIFTH THI e: Paper Ch	IRD-COURT OPE Neck	RATING			
11/15/2019	7879	00001244	Comcast Cablevision	COMCAST 11/1/19	104.85	Open
11/15/2019	7880	10000960	Iron Mountain Incorporated	BZSY585 CCJR727	579.85 593.28 1,173.13	Open Open
11/15/2019 11/15/2019	7881 7882	00013185 10004065	Kristel Group, Inc. LEXISNEXIS RISK DATA MANAGEMENT I	7748 NC1532762-20191031	2,936.00 213.84	Open Open
11/15/2019	7883	10003909	Maria Fabiana Valy Gialdi	191367FY I 180S20170A I 191152SM I	84.76 103.26 84.76	Open Open Open
					272.78	

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
11/15/2019	7885	00002483	ROSE PEST SOLUTIONS	30846649	49.00	Open
11/15/2019	7886	10000944	Stella Reyes	190S25933A I 190S37970A I	108.00 70.00	Open Open
					178.00	
				Total For 11/15/2019:	4,952.60	
				Total Paper Check:	4,952.60	
COURT TOTA	LS:					
Total of 8 C Less 0 Void					4,952.60 0.00	
Total of 8 D	isbursement	s:			4,952.60	
Bank PNCMM	I PNC MONE	Y MARKET				
Check Type	e: EFT Tra	nsfer				
11/14/2019	141(E)	00013053	City of Pontiac	2019-1031TD	110,060.00	Open
				Total For 11/14/2019:	110,060.00	
				Total EFT Transfer:	110,060.00	
PNCMM TOTA	ALS:					
Total of 1 C Less 0 Void					110,060.00 0.00	
Total of 1 D		s:			110,060.00	
	·					
REPORT TOT Total of 102					757,624.68	
Less 0 Void	Checks:				0.00	
Total of 102	2 Disburseme	ents:			757,624.68	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND	FIFTH THI	RD BOND ACCOU	JNT			
Check Type	: Paper C	heck				
11/15/2019	12600	10002889	50th District Court	191321SM 10% 191321SM A 1669857SM A 190S28341A A 190S28341B A 190239SM F 1872529SM A	50.00 450.00 255.00 153.00 170.00 255.00 400.00	Open Open Open Open Open Open
11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019	12601 12602 12603 12604 12605 12606 12607 12608	BOND BOND BOND BOND BOND BOND BOND	ALEXIS MONIQUE NOBLE IDA JAMARI SINCLAIR-WILLIAMS JACOB WILLIAM LENOIR MELINDA MORAN NORTH HILL FARMS II TRUST OAKLAND COUNTY CLERK TURTLE CREEK APARTMENTS VERNON MAE LEWIS	171465730MR 160S22225A R 1874028FY R 130S21099A R 192249LT E 191384FT C 190084SMR 190S33810B R Total For 11/15/2019:	50.00 250.00 225.00 45.00 250.00 150.00 160.00 2,888.00	Open Open Open Open Open Open Open
11/21/2019 11/21/2019 11/21/2019 11/21/2019 11/21/2019 11/21/2019 11/21/2019 11/21/2019	12609 12610 12611 12612 12613 12614 12615 12616	10002889 10002889 10002889 10002889 BOND 00002208 00002208 BOND	50th District Court 50th District Court 50th District Court 50th District Court CODY LEE RAMAGE OAKLAND COUNTY CLERK OAKLAND COUNTY CLERK ROGER DANIEL RIMKA	190S32766A A 180S38903A A 190648SM F 191113SM 10% 191113SM R 1874047FY C 190684FY C 190S32766A R Total For 11/21/2019:	70.00 45.00 326.00 25.00 225.00 2,000.00 6,433.00 90.00 9,214.00	Open Open Open Open Open Open
BOND TOTAI Total of 17 Less 0 Void Total of 17	Checks: Checks:	ts:		Total Paper Check:	12,102.00 12,102.00 0.00 12,102.00	
Bank CONS						
Check Type	e: EFT Tra	ansfer				
11/13/2019	651(E)	10004293	North Bay Drywall, Inc	November 2019 Total For 11/13/2019:	14,208.20 14,208.20	Open
11/14/2019 11/14/2019 11/14/2019 11/14/2019 11/14/2019	652(E) 653(E) 654(E) 655(E)	00000603 10003903 00012890 00012890	Oakland County Treasurer Pontiac Public Library Pontiac Schools Pontiac Schools	2019-1031TD 2019-1031Library 2019-1031MESSA 2019-1031Operating	71,809.00 4,280.57 2,193.41 69,290.64	Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
L1/14/2019	656(E)	00012890	Pontiac Schools	2019-1031 Sinking	14,557.07	Open
				Total For 11/14/2019:	162,130.69	
11/20/2019	657(E)	10004301	PNC Bank	2938657 #0067425494429 Itiner#7480814015225	150.00 814.60 551.60 1,516.20	Open Open Open
				Total For 11/20/2019:	1,516.20	
				Total EFT Transfer:	177,855.09	
Check Type	: Paper Ch	neck				
11/15/2019	526134	10002840	21st Century Media Newspapers, LL(	2 1881916 1892746 1885274 1885363	3,306.25 73.95 845.00 1,010.00 5,235.20	Open Open Open Open
11/15/2019	526135	10003843	Advanced Disposal Services	V20002204197	212,758.55	Open
11/15/2019	526136	10001957	Ajax Materials Corporation	239190 240966 241204 241282 241285 241545 244618 244639 244727 244806 244981 245001	147.00 170.80 163.80 138.60 105.00 133.70 431.20 289.10 432.60 217.70 100.10 208.60 2,538.20	Open Open Open Open Open Open Open Open
11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019	526137 526138 526140 526141 526142 526143 526144 526145 526146 526147 526148 526149 526149 526150 526151 526152 526153	10003879 JUROR 10004403 10003274 JUROR REFUND TAX JUROR JUROR JUROR JUROR JUROR REFUND TAX 10003949 00013029 REFUND TAX REFUND TAX	Amazon.com LLC Anderson, Joseph Anthony Mason AT & T Long Distance Bartlett, Edward Barton, Katherine Bautista, Laura Lima Bernard, Silvia Bourdage, Brett Bruce, Michael Bullock, Pamela Butler, Jaquandre Butler, Joe Chet's Rent-All CompOne Administrators, Inc. CoreLogic Real Estate Tax Service	909693555053 Anderson,J 1119 WE 11-9-19 AM 821555420-110419 Bartlett, E 1119 Barton, K 1119 14-28-153-022-111419 Bernard, S. 1119 Bourdage,B. 1119 Buurdage,B. 1119 Buurdage,B. 1119 Buurdage,B. 1119 Buurdage, M 1119 Buurdage, J. 1119 14-29-351-004-111419 3101930 173123 13-36-252-020-111419 14-28-454-024-111419	$166.47 \\ 61.20 \\ 72.00 \\ 22.03 \\ 61.20 \\ 61.20 \\ 87.14 \\ 61.20 \\ 15.40 \\ 61.20 \\ 61.20 \\ 61.20 \\ 61.20 \\ 61.20 \\ 61.20 \\ 61.20 \\ 1,085.63 \\ 348.04 \\ 13,361.06 \\ 680.43 \\ 373.24 \\ \end{cases}$	Open Open Open Open Open Open Open Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
1/15/2019	526154	REFUND TAX	Corelogic Real Estate Tax Service	13-36-282-019-111419 14-21-460-032-111419 14-32-478-023-111419	636.48 685.58 106.35 1,428.41	Open Open Open
1/15/2019	526155	REFUND TAX	CoreLogic Real Estate Tax Service	14-21-459-013-111419	647.76	Open
1/15/2019	526156	10004156	Covenant Cemetery Services, Inc.	50947 50948	1,368.00 27,007.00 28,375.00	Open Open
1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019	526157 526158 526159 526160 526161	REFUND TAX 10004404 REFUND TAX JUROR 10004383	Crozier, John Daniel Elam Daniel, Brandi Davenport, Kwentaia Dennis Thompson	14-32-431-028-111419 WE 11-9-19 DE 14-33-477-038-111419 Davenport,K. 1119 WE 11-09-19DT	88.98 72.00 100.00 61.20 72.00	Open Open Open Open Open
1/15/2019	526162	00001353	Detroit Elevator Co.	183657 183660	177.00 177.00 354.00	Open Open
1/15/2019 1/15/2019	526163 526164	JUROR REFUND TAX	Dixon, Levi Downs, Sarah E	Dixon,L. 1119 14-07-480-003-111419	61.20 451.22	Open Open
1/15/2019	526165	00000247	DTE Energy	440-2777841-1019 70-4941404-1019 216-7484267-1019 435-7849547-1019 786-2776558-1019 827-5543457-1019 827-7082417-1019 990-7078596-1019 6180-5436439-1019 6180-5466464-1019 52-7080527-1019	49.56 2,010.24 34.33 62.56 22.85 86.87 1,087.24 591.74 85.81 92.31 592.21 4,715.72	Open Open Open Open Open Open Open Open
1/15/2019	526166	00000284	Elam Service Group	List #6 List #7	8,915.00 6,265.00 15,180.00	Open Open
1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019 1/15/2019	526167 526168 526169 526170 526171 526172 526173	10004405 JUROR JUROR 00013326 REFUND TAX REFUND TAX 10002659	Eric Matthews Evans, Lynette Fields, Claudia Filmstools -VTP, Inc First American Title Insurance Co First American Title Insurance Co George W. Auch Company		72.00 61.20 990.00 52.23 42.02 82,703.10	Open Open Open Open Open Open
11/15/2019	526174	10004182	Great Lakes Power & Lighting, Inc	19537 19538 19539 19540 19541 19542 19543 19544 19545	5,377.94 528.00 608.24 1,032.63 641.75 856.17 346.05 660.95 426.37	Open Open Open Open Open Open Open Open

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### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 11/09/2019 - 11/22/2019

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				19546	1,375.75 11,853.85	Open
11/15/2019 11/15/2019	526175 526176	10004406 REFUND TAX	Harold Scandrick Jr. Ibarra, Francisco	WE 11-9-19 HS 14-29-227-010-111419	60.00 229.25	Open Open
11/15/2019	526177	10000960	Iron Mountain Incorporated	202004133 CCJD228 ` CCJD232 CCJD241	302.38 302.38 224.93 313.57 1,143.26	Open Open Open Open
11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019	526178 526179 526180 526181	10004407 10004408 REFUND TAX REFUND TAX	Jamar W. Menuard Joevon Tyron Jackson Johnson, Larry Kirkman, Darryl	WE 11-9-19 JM WE 11-9-19 JJ 14-30-254-111-111419 14-17-326-037-111419	60.00 72.00 88.36 226.34	Open Open Open Open
11/15/2019	526182	00013185	Kristel Group, Inc.	7724 7725 7726 7727	4,675.00 4,675.00 4,675.00 4,675.00 18,700.00	Open Open Open Open
11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019	526183 526184 526185 526186 526187 526188	REFUND DEP 10004409 JUROR 10004310 JUROR 00012978	Lecom Communications LeMarr Robert Hunt Love Jr. III, Cleodus Mass Mailing, LLC McClendon, Mary Meadowbrook,Inc.	R#214893 WE 11-9-19 LH Love Jr. III,C. 1119 4562 McClendon,M. 1119 3083	2,676.63 60.00 61.20 534.31 61.20 3,859.00	Open Open Open Open Open Open
11/15/2019	526189	00002044	Michigan Municipal League	20378 20381	57.24 50.40 107.64	Open Open
11/15/2019 11/15/2019 11/15/2019	526190 526191 526192	JUROR 10004048 00002221	Mitchell, Michael Nation Home Improvement Oakland County Executive Office	Mitchell,M 1119 110919 2019-1031Brownsfield	61.20 2,050.00 15,063.81	Open Open Open
11/15/2019	526193	00002217	Oakland County Legal News	1699955 1699956 1699957 1699959	93.80 93.80 93.80 93.80 93.80 375.20	Open Open Open Open
11/15/2019	526194	10003740	Oakland Strategies Group	#000311S 000311	350.00 1,204.70 1,554.70	Open Open
11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019 11/15/2019	526195 526196 526197 526198 526199 526200 526201 526202	10000078 REFUND TAX 10000225 JUROR 00011236 10004364 REFUND TAX 10004173	Occupational HealthCenters of MI Ogden, Wesley Paul'S Auto Interiors Perkins, Vanessa PreCise MRM LLC Ry'n Q. Jones Salinas, Michael Seasonal Property Maintenance LLC	14-16-103-024-111419 07589 Perkins, V. 1119 200-1023241 WE 11-9-19 RJ 14-33-137-002-111419	125.00 391.60 550.00 61.20 63.41 72.00 227.07 900.00	Open Open Open Open Open Open Open
11/15/2019			Seasonal Property Maintenance LLC			Open Open

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1/22         100.00         Gpen           1/23         1720         90.00         Gpen           1/24         1730         180.00         Gpen           1/25         1730         180.00         Gpen           1/25         1730         180.00         Gpen           1/25         1730         180.00         Gpen           1/25         1730         1730         180.00         Gpen           1/25         1730         1730         1730         1730         1730           1/25         1730         1730         1730         1730         1730           1/25         1730         1730         1730         1730         1730           1/26         1733         1730         1730         1730         1730           1/26         1733         1730         1730         1730         1730           1/26         1733         1730         1730         1730         1730           1/26         1730         1740         1700.00         1700         1740           1/26         1740         1740         1740         1740         1740           1/26         1740         1740 </th <th>Check Date</th> <th>Check</th> <th>Vendor</th> <th>Vendor Name</th> <th>Invoice Number</th> <th>Amount</th> <th>Status</th>	Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
1/15/2019         25200         JUNCR         Taylor, Desma         Terry, Larony         Terry, 1113         25200         Open           1/15/2019         25200         JUNCR         Terry, Larony         Terry, 1113         123         25200         Open           1/15/2019         25200         JUNCR         Terry, Larony         Terry, 1113         123         25200         Open           1/15/2019         252000         JUNCR         Terry, Larony         Terry, 1113         123         25200         Open           1/15/2019         252000         JUNCR         Terry, Larony         Terry, 1113         123         120         0pen           1/15/2019         252000         JUNCR         Terry, Larony         Terry, 1113         123         0pen           1/15/2019         252000         JUNCR         Terry, Larony         Terry, 1113         123         0pen           1/15/2019         252000         JUNCR         Terry, 120         124         0pen         0pen           1/15/2019         252000         JUNCR         Terry, 120         1113         0pen         0pen           1/15/2019         252000         JUNCR         Terry, 120         0pen         0pen         0pen							Open
1/15/2015         326203         JUROR         Taylor, Deans         Taylor, D. 1119         61.20         Open           1/15/2015         326203         JUROR         Taylor, Deans         Taylor, D. 1119         61.20         Open           1/15/2015         326203         JUROR         Taylor, Deans         Taylor, D. 1119         61.20         Open           1/15/2015         326203         JUROR         Taylor, Deans         Taylor, D. 1119         61.20         Open           1/15/2015         326203         JUROR         Taylor, Deans         Taylor, D. 1119         61.20         Open           1/15/2015         326203         JUROR         Taylor, Deans         Taylor, D. 1119         61.20         Open           1/15/2015         326203         JUROR         Taylor, Deans							
11/15/2015         520203         JUX07         Taylor, Danna							
1/15/2019         526203         JUROR         Taylor, Deana         Taylor, D, 1119         61.20         Open           1/15/2019         526203         JUROR         Taylor, Deana         Taylor, D, 1119         61.20         Open           1/15/2019         526203         JUROR         Taylor, Deana         Taylor, D, 1119         61.20         Open           1/15/2019         526203         JUROR         Taylor, Deana         Taylor, D, 1119         61.20         Open           1/15/2019         526203         JUROR         Taylor, Deana         Taylor, D, 1119         61.20         Open           1/15/2019         526204         JUROR         Taylor, Deana         Taylor, D, 1119         61.20         Open           1/15/2019         526204         JUROR         Taylor, Deana         Taylor, D, 1119         61.20         Open           1/15/2019         526204         JUROR         Taylor, Deana         Taylor, D, 1119         61.20         Open           1/15/2019         526205         JUROR         Taylor, Deana         Taylor, D, 1119         61.20         Open           1/15/2019         526205         JUROR         Taylor, Deana         Taylor, D, 1119         61.20         Open           1/1							
1733         665.00         Open           1734         277.50         Open           1735         720.00         Open           1737         350.00         Open           1738         875.00         Open           1739         355.00         Open           1739         355.00         Open           1739         355.00         Open           1734         462.50         Open           1744         462.50         Open           1744         355.00         Open           1744         355.00         Open           1743         355.00         Open           1744         355.00         Open           1743         355.00         Open           1744         355.00         Open           1743         355.00         Open           1743         355.00         Open           1743         355.00         Open           1743         350.00         Open           1743         350.00         Open           1751         140.00         Open           1752         350.00         Open           1755							
1734         277.60         Open           1735         740.00         Open           1736         335.00         Open           1738         335.00         Open           1738         355.00         Open           1739         355.00         Open           1739         355.00         Open           1739         355.00         Open           1740         355.00         Open           1741         355.00         Open           1742         355.00         Open           1741         355.00         Open           1742         355.00         Open           1744         455.00         Open           1745         555.00         Open           1744         455.00         Open           1745         355.00         Open           1744         450.00         Open           1745         355.00         Open           1745         355.00         Open           1745         450.00         Open           1745         373.00         Open           1752         100.00         Open           1752							
1735         760.00         Open           1736         355.00         Open           1737         355.00         Open           1737         355.00         Open           1737         355.00         Open           1737         355.00         Open           1740         462.50         Open           1741         350.00         Open           1743         150.00         Open           1744         350.00         Open           1743         150.00         Open           1744         370.00         Open           1745         370.00         Open           1746         1746         1762.00           1743         370.00         Open           1743         370.00         Open           1743         370.00         Open           1743         370.00         Open           1752         150.00         Open           1753         333.00         Open           1755         3.330.00         Open           1755         3.330.00         Open           1757         1100.22         Open           1757							
1/35         355.00         Open           1/37         335.00         Open           1/33         375.00         Open           1/33         375.00         Open           1/33         375.00         Open           1/33         375.00         Open           1/34         355.00         Open           1/42         355.00         Open           1/43         150.00         Open           1/44         355.00         Open           1/43         150.00         Open           1/44         355.00         Open           1/45         150.00         Open           1/46         416.25         Open           1/47         300.00         Open           1/45/2013         52200         JUROB         Terry Leave           1/15/2013         52205         JERON PART         <							
1/15/2019         52203         JUROR         Terry, Latonya         Terry, D. 1119         61.20         Open           1/15/2019         52203         JUROR         Terry, Latonya         Terry, Latonya         Terry, Li10         61.20         Open           1/15/2019         52203         JUROR         Terry, Latonya         Terry, Li10         61.20         Open           1/15/2019         52203         JUROR         Terry, Latonya         Terry, Li10         61.20         Open           1/15/2019         52203         JUROR         Terry, Latonya         Terry, Latonya         Terry, Li10         61.20         Open           1/15/2019         52203         JUROR         Terry, Latonya         Terry, Li10         61.20         Open           1/15/2019         52204         JUROR         Terry, Latonya         Terry, Li10         61.20         Open           1/15/2019         52204         JUROR         Terry, Latonya         Terry, Li10         61.20         Open           1/15/2019         52206         Owo2832         Reterror A Corten-14-29-408-20-11419         51.15         Open           1/15/2019         52206         Owo2832         Reterror A Corten-14-29-407-411419         61.20         Open							
1738         675.00         Open           1739         355.00         Open           1740         422.50         Open           1740         422.50         Open           1741         355.00         Open           1743         150.00         Open           1744         456.00         Open           1744         466.00         Open           1745         355.00         Open           1746         162.5         Open           1746         162.5         Open           1747         370.00         Open           1746         162.5         Open           1747         370.00         Open           1746         162.5         Open           1747         370.00         Open           1750         150.00         Open           1751         250.00         Open           1752         150.00         Open           1753         310.00         Open           1752         150.00         Open           1752         150.00         Open           1752         160.00         Open           1752         160.							
1739         1739 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>							
1740         462.50         Open           1741         355.00         Open           1742         525.00         Open           1743         150.00         Open           1744         450.00         Open           1743         150.00         Open           1744         450.00         Open           1745         1448         647.50         Open           1750         14783         370.00         Open           1752         150.00         Open         1752         150.00         Open           1752         1575         4.500.00         Open         1752         4.500.00         Open           1741         225.00         JUROR         Taylor, Beans         Taylor, D. 1119         61.20         Open           11/15/2019         526205         JUROR         Taylor, Deans         Taylor, Deans         178							
11/15/2015         525203         JUBOR         Taylor, Dennia         1741         355.00         Open           1742         150.00         Open         0							
1/12         525.00         Open           1/43         150.00         Open           1/44         450.00         Open           1/44         450.00         Open           1/46         416.25         Open           1/46         416.25         Open           1/47         1746         1746           1/47         1746         1746           1/48         416.25         Open           1/47         1750         416.25         Open           1/16         1752         150.00         Open           1/15         225.00         Open         0           1/15         1752         150.00         Open           1/15         1752         150.00         Open           1/15/2019         526203         JUROR         Taylor, Deana         Tarylor, D. 1119           1/15/2019         526204         JUROR         The Hamilton Litd Dividend Hang Aseria-29-408-020-011419         51.20           1/15/2019         526205         JUROR         Torres, Bertancia Esparza         Thoopeon, Vills         14-03-04-07-0019           1/15/2019         526205         JUROR         Torres, Bertancia Esparza         14-08-37-00-011419 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>							
1/14/1         150.00         Open           1/14/1         1744         450.00         Open           1/14/1         1746         155.00         Open           1/14/1         1746         155.00         Open           1/14/1         1746         155.00         Open           1/14/1         1740         170.00         Open           1/14/1         1740         170.00         Open           1/14/1         1740         170.00         Open           1/14/1         1711         1712         170.00         Open           1/15/2019         526001         JUROB         Taylor, Deans         Taylor, Nono         Open           1/15/2019         526003         JUROB         Taylor, Deans         Taylor, Nono         Terr, 1.119         61.20         Open           1/15/2019         526004         JUROB         Taylor, Lakong         Terr, 1.119         51.20         Open           1/15/2019         526004         JUROB         Taylor, Lakong         Torres, Northia         Torres, Northia <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
1/44         450.00         open           1/45         1/46         450.00         open           1/46         416.25         open           1/47         370.00         open           1/48         647.50         open           1/49         370.00         open           1/48         647.50         open           1/49         370.00         open           1/49         370.00         open           1/31         225.00         open           1/35         370.00         open           1/35         370.00         open           1/35         750.00         open           1/35/2019         526203         JUROR         Taylor, D. 1119           1/15/2019         526204         JUROR         Taylor, D. 1119         61.20         open           1/1/5/2019         526205         REFUND TAX         The Hamilton Ltd Dividend Hang Assid-29-402-020-111419         54.19.79         open           1/1/5/2019         526206         JUROR         Taylor, P. 1119         61.20         open           1/1/5/2019         526207         REFUND TAX         The Hamilton Ltd Dividend Hang Assid-29-402-02111419         54.10.0         61.20 </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
11/15/2019         526203         JUBOR         Taylor, Deans         Taylor, D. 1119         61.20         Open           11/15/2019         526203         JUBOR         Taylor, Deans         Taylor, D. 1119         61.20         Open           11/15/2019         526203         JUBOR         Taylor, Deans         Taylor, D. 1119         61.20         Open           11/15/2019         526204         JUBOR         Taylor, Deans         Taylor, D. 1119         61.20         Open           11/15/2019         526205         JUBOR         Taylor, Deans         Taylor, D. 1119         61.20         Open           11/15/2019         526206         JUBOR         Taylor, Deans         Taylor, D. 1119         61.20         Open           11/15/2019         526207         HEFUND TAX         Thompson, Vernita         Thompson, Vernita         Thompson, Vernita         14-08-377-004-111419         51.13, 75         Open           11/15/2019         526207         REFUND TAX         Torres, Hortencia Esparza         14-08-377-004-111419         51.20         Open           11/15/2019         526208         00002832         Waterford A Charter Township         348-6539716-1019         51.45,1         Open           11/15/2019         526210         10004402							
1/46     416.25     Open       1/47     370.00     Open       1/48     647.50     Open       1/49     370.00     Open       1/48     647.50     Open       1/49     370.00     Open       1/49     370.00     Open       1/49     370.00     Open       1/50     416.25     Open       1/51     225.00     Open       1/52     150.00     Open       1/55     4.50.00     Open       1/57     150.00     Open       1/55     4.50.00     Open       1/15/2019     526204     JUROR     Terry, Latonya       Terry, Latonya     Terry, Lill9     61.20     Open       1/15/2019     526205     REFUND TAX     The Hamilton Ltd Dividend Heng Ass1/4-28-490-20-11419     5,419.79       1/1/5/2019     526207     REFUND TAX     Torres, Fortencia Esparza     14-08-377-004-11419     51.20       1/1/5/2019     526208     00002832     Waterford A Charter Township     348-6548-007-11419     51.41       1/15/2019     526201     10004402     Yaktown Toga     A1       1/15/2019     526211     10004402     Yaktown Toga     A1       1/15/2019     526211     10004402							
1747         370.00         Open           1748         1748         647.50         Open           1749         370.00         Open           1751         225.00         Open           1751         225.00         Open           1753         750.00         Open           1751         225.00         Open           1752         150.00         Open           1753         750.00         Open           1754         1105.25         0.00           1755         3.30.00         Open           1756         4.500.00         Open           1757         1106.25         Open           1757         1106.25         Open           11/15/2019         526205         MDVD TAX         Terry, Latonya         Terry, L1119           11/15/2019         526207         MDVD TAX         Terry, Latonya         Therry, L1119           11/15/2019         526207         MDVD TAX         Terry, Latonya         Thompson, V1119           11/15/2019         526207         NEPUND TAX         Torres, Hortencia Esparza         Thompson, V119           11/15/2019         526208         00002832         Waterford A Charter Township <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>							
1748       647.50       Open         1749       1749       370.00       Open         1750       1751       122.00       Open         1751       125.00       Open         1752       150.00       Open         1753       750.00       Open         1755       3,330.00       Open         1757       1106.25       Open         1757       11.00.25       Open         11/15/2019       526204       JUROR       Taylor, Deana       Taylor, D. 1119         11/15/2019       526205       JUROR       Terry, Latonya       Terry, Latonya       61.20       Open         11/15/2019       526206       JUROR       Terry, Latonya       Therry, Latonya       Therry, Latonya       61.20       Open         11/15/2019       526206       JUROR       Thompson, Vernita       Therry, Latonya       14-08-37/-004-11419       51.87       Open         11/15/2019       526208       00002832       Materford & Charter Township       348-69848-00-0919       413.36       Open         11/15/2019       526209       REFUND TAX       Williams, Perry       14-30-454-007-111419       116.27       Open         11/15/2019       526209							
1743       370.00       Open         1750       146.25       Open         1751       225.00       Open         1752       150.00       Open         1753       750.00       Open         1754       3,330.00       Open         1755       3,330.00       Open         1756       4,500.00       Open         1757       23,127.75         11/15/2019       526203       JUROR       Terry, Latonya       Terry, L 1119         11/15/2019       526205       REFUND TAX       The Hamilton Ltd Dividend Heng Aser 14-29-408-620-111419       5,419.79         11/15/2019       526206       JUROR       Terry, Latonya       Terry, L 1119       61.20       Open         11/15/2019       526205       REFUND TAX       The Hamilton Ltd Dividend Heng Aser 14-29-408-620-111419       5,419.79       Open         11/15/2019       526208       00002832       Waterford A Charter Township       348-69848-00-6919       31.6.7       Open         11/15/2019       526208       00002832       Waterford A Charter Township       348-6548109-0019       11.6.7       Open         11/15/2019       526208       REFUND TAX       Williams, Perry       14-30-454-007-111419       10.4							
1750       416.25       Open         1751       225.00       Open         1752       150.00       Open         1753       750.00       Open         1755       3,330.00       Open         1755       3,330.00       Open         1755       3,330.00       Open         1755       1,106.25       Open         11/15/2019       526204       JUROR       Taylor, Deanna       Taylor, D. 119       61.20       Open         11/15/2019       526205       RFFUND TXX       The Hamilton Ltd Dividend Hsrg Aser14-29-408-020-011419       5419.79       Open         11/15/2019       526206       JUROR       Torres, Bortancia Esparza       14-09-377-04-11419       61.20       Open         11/15/2019       526208       00002832       Waterford A Charter Township       348-69848-00-0919       316.27       Open         11/15/2019       526208       00002832       Waterford A Charter Township       348-69848-00-0919       116.27       Open         11/15/2019       526209       REFUND TAX       Williams, Perry       14-30-454-007-11419       10.41       Open         11/15/2019       526210       10004402       Yatewn Yoga       Yang, Ky       Yang, Ky							
1751     225.00     Open       1752     150.00     Open       1753     750.00     Open       1753     750.00     Open       1755     3,30.00     Open       1756     4,500.00     Open       1757     1,106.25     Open       1758     23,127.75     0       11/15/2019     526203     JUROR     Terry, Latonya     Terry, Lill9       11/15/2019     526205     KEFUND TAX     The Hamilton Ltd Dividend Hang Assrl4-29-408-020-111419     5,419.79       11/15/2019     526206     JUROR     Tompson, Vill9     5,120     000       11/15/2019     526208     00002832     Waterford A Charter Township     346-5948109-0019     313.66     Open       11/15/2019     526209     REFUND TAX     Torres, Hortencia Esparza     14-08-377-004-111419     16.20     Open       11/15/2019     526208     00002832     Waterford A Charter Township     346-5948109-0819     316.27     Open       11/15/2019     526201     10004402     Yaktown Yoga     A1     16.20     Open       11/15/2019     526201     Namg, Ky     Yang, Ky     Yang, Ky     Open       11/15/2019     526201     Namg, Ky     Yang, Ky     Yang, Ky     Open							
1752     150.00     Open       1753     750.00     Open       1753     3,330.00     Open       1755     3,330.00     Open       1756     3,330.00     Open       1757     1,106.25     Open       11/15/2019     526204     JUROR     Terry, Latonya       11/15/2019     526205     REFUND TAX     The Hamilton Ltd Dividend Hang Assrl 4-29-408-020-111419       11/15/2019     526205     JUROR     Thompson, Verilia     Thompson, Verilia       11/15/2019     526208     00002832     Waterford A Charter Township     348-594810-0-0919     413.36       11/15/2019     526201     10004402     Waterford A Charter Township     348-5548109-0819     116.27       11/15/2019     526201     10004402     Waterford A Charter Township     348-5548109-0819     116.27       348-5548109-0819     116.27     Open     0pen       11/15/2019     526201     10004402     Yatkown Yoga     Al       11/15/2019     526211     JUROR     Waterford Deeds     2019-112080Ameeting       11/15/2019     526212     10003889     Oakland County Register of Deeds     2019-112080Ameeting     330.00       11/22/2019     526214     00013277     A-Pordable PlumbingsMechanical Inc R#221701     2,300.00<							
1753       750.00       Open         1755       3,330.00       Open         1756       1,106.25       0         1757       23,127.75         11/15/2019       526203       JUROR       Taylor, Deanna       Taylor, D. 1119       61.20       Open         11/15/2019       526205       REFUND TAX       The Hamilton Ltd Dividend Hsng Ass1/4-29-408-202-111419       5,12.0       Open         11/15/2019       526205       REFUND TAX       Torres, Hortencia Esparza       14-08-377-004-111419       51.20       Open         11/15/2019       526206       JUROR       Torres, Hortencia Esparza       14-08-377-004-111419       51.20       Open         11/15/2019       526207       REFUND TAX       Torres, Hortencia Esparza       14-08-377-004-111419       51.20       Open         11/15/2019       526208       00002832       Waterford A Charter Township       348-69848-00-0919       51.47       Open         11/15/2019       526209       REFUND TAX       Vattown Yoga       A1       100.04       Open         11/15/2019       526210       10004402       Yattown Yoga       A1       100.00       Open         11/15/2019       526212       10003899       Oakland County Register of Deeds							
1755 1756 1756 1757       3,330.00 1756 1756 1757       Open 1,105.25 23,127.75         1/15/2019 12/15/2019 12/15/2019 12/15/2019 12/15/2019 12/15/2019 12/15/2019 12/15/2019       JUROR S26205 JUROR REFUND TAX REFUND TAX Torres, Rortencia Esparsa       Taylor, D. 1119 Terry, Li19 Terry, Li19 14-08-377-004-111419       61.20 5.4.20 408-020-111419       Open 61.20 5.4.19 5.4.19,79 40.20         11/15/2019 12/15/2019       526208 526207       00002832       Waterford A Charter Township 348-95387106-0019 348-5548109-0819 348-5548109-0819 348-5548109-0819 348-5548109-0819 348-5548109-0919 348-5548109-0019 348-5548109-0019 348-5548109-0019 348-5548109-0019 348-5548100000000000000000000000000000000000							
1756 1757     4,500.00 2,127.75     Open 0pen       11/15/2019     526203 526204     JUROR JUROR JUROR The Hamilton Ltd Dividend Hsng Assrl 4-29-408-020-111419     61.20 6.120 6.120     Open 0pen       11/15/2019     526205 526207     REFUND TAX The Hamilton Ltd Dividend Hsng Assrl 4-29-408-020-111419     61.20 6.120     Open 0pen       11/15/2019     526206     JUROR TOMPSON, Verita Tompson, Verita Torres, Bortencia Esparza     Thompson, V1119     61.20 6.120     Open 0pen       11/15/2019     526207     REFUND TAX Torres, Bortencia Esparza     14-08-377-004-111419     413.36 57.47     Open 0pen       11/15/2019     526208     00002832     Waterford A Charter Township 348-5548109-0019 348-5548109-0019     313.60 16.70     Open 154.51       11/15/2019     526209     REFUND TAX Valtown Yoga 11/15/2019     526210 10004402     Nattown Yoga Yang, Ky     Al Yang, Ky     14-03-454-007-111419 10.0.00     0pen 154.51       11/15/2019     526212     10003869     Oakland County Register of Deeds 2019-112080AMeeting Total For 11/15/2019:     330.00     Open 330.00       11/22/2019     526213     REFUND DEP A-Fordable Plumbing&Mechanical Inc R#221701 Advanced Marketing Partners, Inc. 226555     2,000.00     Open 2,000.00							
1757         1,106.25         Open           11/15/2019         526203         JUROR         Taylor, Deanna         Taylor, D. 1119         61.20         Open           11/15/2019         526204         JUROR         Terry, Latonya         Terry, L 119         61.20         Open           11/15/2019         526205         REFUND TAX         The Hamilton Ltd Dividend Hsng Assrl4-29-408-020-11419         5,419.79         Open           11/15/2019         526206         JUROR         Thompson, Vernita         Thompson, Vernita         Torres, Hortencia Esparza         14-08-377-004-111419         591.57         Open           11/15/2019         526208         00002832         Waterford A Charter Township         348-69848-00-0919         413.36         Open           11/15/2019         526209         REFUND TAX         Williams, Perry         14-30-454-007-111419         10.41         Open           11/15/2019         526210         10004402         Yaktown Yoga         A1         100.00         Open           11/21/2019         526212         10003889         Oakland County Register of Deeds         2019-1120BoAMeeting         330.00         Open           11/22/2019         526213         REFUND DEP         A-Fordable PlumbingéMechanical Inc R#221701         2,300.00							
11/15/2019         526203         JUROR         Taylor, Deanna         Taylor, D. 1119         61.20         Open           11/15/2019         526204         JUROR         Terry, Latonya         Terry, I.1119         61.20         Open           11/15/2019         526205         REFUND TAX         The Hamilton Ltd Dividend Hsng Ass14-29409-202-111419         5,419.79         Open           11/15/2019         526207         REFUND TAX         Torres, Hortencia Esparza         14-08-377-004-111419         591.57         Open           11/15/2019         526208         00002832         Waterford A Charter Township         348-69848-00-0919         413.36         Open           11/15/2019         526209         REFUND TAX         Williams, Perry         14-30-454-007-111419         10.41         Open           11/15/2019         526201         10004402         Yaktown Yoga         A1         100.00         Open           11/15/2019         526211         JUROR         Yang, Ky         Yang, Ky 1119         10.41         Open           11/21/2019         526212         10003889         Oakland County Register of Deeds         2019-1120B0AMeeting         330.00         Open           11/22/2019         526213         REFUND DEP         A-Fordable Plumbing&Mechanical Inc							
11/15/2019       52204       JUROR       Terry, Latonya       Terry, L 1119       61.20       Open         11/15/2019       526205       REFUND TAX       The Hamilton Ltd Dividend Hsng Assr14-29-408-020-111419       5,419.79       Open         11/15/2019       526206       JUROR       Torres, Hortencia Esparza       14-08-377-004-111419       51.20       Open         11/15/2019       526206       00002832       Waterford A Charter Township       348-69848-00-0919       413.36       Open         11/15/2019       526208       00002832       Waterford A Charter Township       348-69848-00-0919       57.47       Open         11/15/2019       526209       REFUND TAX       Williams, Perry       14-30-454-007-111419       10.41       Open         11/15/2019       526209       REFUND TAX       Williams, Perry       14-30-454-007-111419       10.41       Open         11/15/2019       526210       10004402       Yaktown Yoga       A1       10.01       Open         11/15/2019       526211       JUROR       Yang, Ky       Yang, Ky 1119       10.443,385.19       Open         11/21/2019       526212       10003889       Oakland County Register of Deeds       2019-112080Aweeting       330.00       Open         11/22/201					1101		0 <u>1</u> 0.0
11/15/2019       52204       JUROR       Terry, Latonya       Terry, L 1119       61.20       Open         11/15/2019       526205       REFUND TAX       The Hamilton Ltd Dividend Hsng Assr14-29-408-020-111419       5,419.79       Open         11/15/2019       526206       JUROR       Torres, Hortencia Esparza       14-08-377-004-111419       51.20       Open         11/15/2019       526206       00002832       Waterford A Charter Township       348-69848-00-0919       413.36       Open         11/15/2019       526208       00002832       Waterford A Charter Township       348-69848-00-0919       57.47       Open         11/15/2019       526209       REFUND TAX       Williams, Perry       14-30-454-007-111419       10.41       Open         11/15/2019       526209       REFUND TAX       Williams, Perry       14-30-454-007-111419       10.41       Open         11/15/2019       526210       10004402       Yaktown Yoga       A1       10.01       Open         11/15/2019       526211       JUROR       Yang, Ky       Yang, Ky 1119       10.443,385.19       Open         11/21/2019       526212       10003889       Oakland County Register of Deeds       2019-112080Aweeting       330.00       Open         11/22/201	11/15/2019	526203	JUBOR	Tavlor. Deanna	Tavlor, D. 1119	61.20	Open
11/15/2019       526205       REFUND TAX       The Hamilton Ltd Dividend Hsng Assrl4-29-408-020-111419       5,419.79       Open         11/15/2019       526207       REFUND TAX       The Hamilton Ltd Dividend Hsng Assrl4-29-408-020-111419       5,419.79       Open         11/15/2019       526207       REFUND TAX       Torres, Nornita       Thompson, Veninia       Thompson, Veninia       Thompson, Veninia       Thompson, Veninia       591.57       Open         11/15/2019       526208       00002832       Waterford A Charter Township       348-69848-00-0919       413.36       Open         11/15/2019       526209       REFUND TAX       Williams, Perry       14-30-454-007-111419       51.20       Open         11/15/2019       526209       REFUND TAX       Williams, Perry       14-30-454-007-111419       10.41       Open         11/15/2019       526210       1000402       Yatown Yoga       A1       100.00       Open         11/15/2019       526211       JUROR       Yang, Ky       Yang, Ky       Yang, Ky       10.11       Open         11/15/2019       526212       10003889       Oakland County Register of Deeds       2019-112080AMeeting       330.00       Open         11/22/2019       526213       REFUND DEP       A-Fordable PlumbingéM						61.20	
11/15/2019       526206       JUROR       Thompson, Vernita       Spl.s7       Open         11/15/2019       526208       00002832       Waterford A Charter Township       348-69848-00-0919       413.36       Open         348-5548109-0819       348-5548109-0819       116.27       Open         348-5548109-0819       154.51       Open         11/15/2019       526209       REFUND TAX       Williams, Perry       14-30-454-007-111419       100.41       Open         11/15/2019       526210       10004402       Yaktown Yoga       A1       100.00       Open         11/15/2019       526212       10003889       Oakland County Register of Deeds       2019-1120BOAMeeting       330.00       00en         11/22/2019       526213       REFUND DEP       A-Fordable Plumbing&Mechanical Inc R#221701       2,300.00       Open         11/22/2019       526214       00013277 <t< td=""><td></td><td></td><td></td><td></td><td></td><td>5,419.79</td><td>Open</td></t<>						5,419.79	Open
11/15/2019       526207       REFUND TAX       Torres, Hortencia Esparza       14-08-377-004-111419       591.57       Open         11/15/2019       526208       00002832       Waterford A Charter Township       348-69848-00-0919 348-96397916-1019 348-5548109-0819       413.36 57.47       Open Open Open 0415.27         11/15/2019       526209       REFUND TAX       Williams, Perry Yaktown Yoga       14-30-454-007-111419       10.41       Open 048,5548109-0919         11/15/2019       526210       10004402 JUROR       Yaktown Yoga       A1       100.00       Open 041,115/2019         11/21/2019       526212       10003889       Oakland County Register of Deeds       2019-1120B0AMeeting Total For 11/21/2019       330.00       Open 330.00         11/22/2019       526213       REFUND DEP A-Fordable Plumbing&Mechanical Inc R#221701 Advanced Marketing Partners, Inc. 226555       2015-112.015.11       2,300.00       Open 2,060.00						61.20	Open
11/15/2019       526209       REFUND TAX       Williams, Perry       14-30-454-007-111419       10.41       Open         11/15/2019       526210       10004402       Yaktown Yoga       A1       100.00       Open         11/15/2019       526211       JUROR       Yang, Ky       Yang, Ky 1119       61.20       Open         11/21/2019       526212       10003889       Oakland County Register of Deeds       2019-1120BOAMeeting       330.00       Open         11/22/2019       526213       REFUND DEP       A-Fordable Plumbing&Mechanical Inc R#221701       2,300.00       Open         11/22/2019       526214       00013277       Advanced Marketing Partners, Inc. 226555       22655       2,060.00       Open						591.57	Open
11/15/2019       526209       REFUND TAX       Williams, Perry       14-30-454-007-111419       10.41       Open         11/15/2019       526210       10004402       Yaktown Yoga       A1       100.00       Open         11/15/2019       526211       JUROR       Yang, Ky       Yang, Ky 1119       61.20       Open         11/21/2019       526212       10003889       Oakland County Register of Deeds       2019-1120BOAMeeting       330.00       Open         11/22/2019       526213       REFUND DEP       A-Fordable Plumbing&Mechanical Inc R#221701       2,300.00       Open         11/22/2019       526214       00013277       Advanced Marketing Partners, Inc. 226555       22655       2,060.00       Open	11/15/2019	526208	00002832	Waterford A Charter Township	348-69848-00-0919	413.36	Open
11/15/2019       526209       REFUND TAX       Williams, Perry       14-30-454-007-111419       10.41       Open         11/15/2019       526210       10004402       Yaktown Yoga       A1       100.00       Open         11/15/2019       526211       JUROR       Yaktown Yoga       A1       100.00       Open         11/15/2019       526211       JUROR       Yaktown Yoga       Yang, Ky       Yang, Ky 1119       100.00       Open         11/21/2019       526212       10003889       Oakland County Register of Deeds       2019-1120B0AMeeting       330.00       Open         11/22/2019       526213       REFUND DEP       A-Fordable PlumbingsMechanical Inc R#221701       2,300.00       Open         11/22/2019       526214       00013277       Advanced Marketing Partners, Inc. 226555       22655       21.000       Open	11/10/2019	020200	00002002				
348-5548109-0919       154.51       Open         11/15/2019       526209       REFUND TAX 10004402 JUROR       Williams, Perry Yaktown Yoga Yang, Ky       14-30-454-007-111419 Al Yang, Ky 1119       10.41 100.00 Open Open         11/15/2019       526210 JUROR       10004402 Yang, Ky       Yaktown Yoga Yang, Ky       100.00 Yang, Ky 1119 Total For 11/15/2019:       000.00 463,385.19         11/21/2019       526212       10003889       Oakland County Register of Deeds       2019-1120B0AMeeting Total For 11/21/2019:       330.00 330.00       Open         11/22/2019       526213 S26214       REFUND DEP OU013277       A-Fordable Plumbing&Mechanical Inc R#221701 Advanced Marketing Partners, Inc. 22655       2,300.00 S2655       Open 2,060.00						116.27	
11/15/2019       526209       REFUND TAX 10004402       Williams, Perry Yaktown Yoga Yang, Ky       14-30-454-007-111419 Al       10.41 100.00 Open G1.20         11/15/2019       526211       JUROR       Yang, Ky       Yang, Ky 1119 Yang, Ky 1119       61.20 G1.20       Open Open         11/21/2019       526212       10003889       Oakland County Register of Deeds       2019-1120B0AMeeting Total For 11/21/2019:       330.00       Open         11/22/2019       526213       REFUND DEP 00013277       A-Fordable Plumbing&Mechanical Inc R#221701 Advanced Marketing Partners, Inc. 226555       2,300.00 2,060.00       Open Open						154.51	Open
11/15/2019       526210       10004402       Yaktown Yoga       A1       100.00       Open         11/15/2019       526211       JUROR       Yang, Ky						741.61	-
11/15/2019       526210       10004402       Yaktown Yoga       A1       100.00       Open         11/15/2019       526211       JUROR       Yang, Ky       Yang, Ky       Yang, Ky       Yang, Ky       11/2         11/21/2019       526212       10003889       Oakland County Register of Deeds       2019-1120BOAMeeting       330.00       Open         11/22/2019       526213       REFUND DEP       A-Fordable Plumbing&Mechanical Inc R#221701       2,300.00       Open         11/22/2019       526214       00013277       Advanced Marketing Partners, Inc. 226555       2015-112000       0001       Open	11/15/2019	526209	REFUND TAX	Williams, Perry	14-30-454-007-111419	10.41	Open
11/15/2019       526211       JUROR       Yang, Ky       Ya						100.00	
Total For 11/15/2019:     463,385.19       11/21/2019     526212     10003889     Oakland County Register of Deeds     2019-1120BOAMeeting Total For 11/21/2019:     330.00     Open       11/22/2019     526213     REFUND DEP 526214     A-Fordable Plumbing&Mechanical Inc R#221701 Advanced Marketing Partners, Inc. 226555     2,300.00     Open					Yang,Ky 1119	61.20	Open
Total For 11/21/2019:         330.00           11/22/2019         526213         REFUND DEP         A-Fordable Plumbing&Mechanical Inc R#221701         2,300.00         Open           11/22/2019         526214         00013277         Advanced Marketing Partners, Inc. 226555         2,060.00         Open					Total For 11/15/2019:	463,385.19	
Total For 11/21/2019:         330.00           11/22/2019         526213         REFUND DEP         A-Fordable Plumbing&Mechanical Inc R#221701         2,300.00         Open           11/22/2019         526214         00013277         Advanced Marketing Partners, Inc. 226555         2,060.00         Open	11/01/0010	50(010	10002880	Opkland County Pagiston of Doods	2010-1120P0Mooting	330 00	Open
11/22/2019         526213         REFUND DEP         A-Fordable Plumbing&Mechanical Inc R#221701         2,300.00         Open           11/22/2019         526214         00013277         Advanced Marketing Partners, Inc. 226555         2,060.00         Open	11/21/2018	JZ0Z1Z	10003009	Cartana County Register of Deeds			OPC11
11/22/2019 526214 00013277 Advanced Marketing Partners, Inc. 226555 2,060.00 Open					Total For 11/21/2019:	330.00	
	11/22/2019	526213	REFUND DEP	A-Fordable Plumbing&Mechanical Inc	R#221701		
12/00/0010 = 50015 10004050 315mod Personal 5 Company 144501 D#40027 01 22 525 04 Open	11/22/2019	526214	00013277				
	11/22/2019	526215	10004050	Alfred Benesch & Company	144521 P#40037.01	33,536.04	Open
11/22/2019 526216 REFUND DEP Amcomm Telecommunications Inc R#221954 1,000.00 Open							
11/22/2019 526217 10001187 Ant Doctor Pest Control 19-1003 75.00 Open	11/22/2019	526217	10001187	Ant Doctor Pest Control	19-1003	75.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
11/22/2019	526218	0000050	AT & T	8310007501007-1119 8310007527298-1119	1,295.74 221.00 1,516.74	Open Open
11/22/2019	526219	0000050	AT & T	248857561211-19 248451269511-19	2,148.65 850.64 2,999.29	Open Open
11/22/2019 11/22/2019	526220 526221	00000050 00000050	АТ & Т АТ & Т	250472140-110819 287269014755×111719	88.33 901.49	Open Open
11/22/2019	526222	10002333	Auto Value - APC Store	639873 637608 637673	2.99 107.39 10.59 120.97	Open Open Open
11/22/2019	526223	00000119	Bostick Truck Center, LLC	121634 121706 122007 122041 122106	383.55 2,338.48 832.32 5,485.00 5,276.00 14,315.35	Open Open Open Open Open
11/22/2019 11/22/2019	526224 526225	REFUND DEP 00001244	Cheryl D. Blake Comcast Cablevision	R#8146-221972 47450-0862478-1119	100.00 124.81	Open Open
11/22/2019	526226	00001244	Comcast Cablevision	110-1037575-1119 6180-0214665-1119 825-0946958-1119	173.46 315.13 322.42 811.01	Open Open Open
11/22/2019	526227	10004331	COMET Informatics, LLC	INV-13291	536.25	Open
11/22/2019	526228	00000206	Consumers Energy	$10-95261074-1119 \\ 52-96422630-1119 \\ 70-96511412-1119 \\ 110-9711686-1119 \\ 216-97012165-1119 \\ 350-96873280-1119 \\ 825-97397342-1119 \\ 990-96288609-1119 \\ 47450-96189951-1119 \\ \end{array}$	14.00 297.17 1,430.57 1,042.46 87.50 25.40 2,034.33 585.36 1,173.85 6,690.64	Open Open Open Open Open Open Open Open
11/22/2019 11/22/2019	526229 526230	10004243 00000284	Creative Schools Management, LLC Elam Service Group	December 2019 111919	26,000.00 7,993.00	Open Open
11/22/2019	526231	10004398	Gary Ashton	1101201920 1115201920	200.00 75.00 275.00	Open Open
11/22/2019 11/22/2019	526232 526233	00000357 10000009	Golling Buick GMC Inc. Great Lakes Auto Superstore LLC	PNCQ426571 December 2019	130.04 5,833.33	Open Open
11/22/2019	526234	00001649	Home Depot/Comm. Credit	0351567 4024392	31.87 69.60	Open Open

DB: Pontiac

### CHECK REGISTER FOR CITY OF PONTIAC CHECK DATE FROM 11/09/2019 - 11/22/2019

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				5023137 8022686 3904306	46.45 335.27 77.10 560.29	Open Open Open
11/22/2019 11/22/2019 11/22/2019 11/22/2019	526235 526236 526237 526238	10004059 00013088 REFUND DEP REFUND DEP	Hour Media, LLC Innovative Software Services, Inc. Jacob Washington III James Anderson Jr.	11-19-23075 2169 R#81483-222641 R#200052	1,750.00 13,650.09 100.00 300.00	Open Open Open Open
11/22/2019	526239	10004399	James M Huddleston	1101201935 1115201935	56.25 125.00 181.25	Open Open
11/22/2019 11/22/2019 11/22/2019 11/22/2019	526240 526241 526242 526243	10004256 10003425 REFUND DEP 00001592	Julius Smith Lawn Service K&K Mechanical Contractors LLC Lecom Communications Loomis	November 8, 2019 6496 R#158640 12512763	1,750.00 720.00 6,822.09 878.77	Open Open Open Open
11/22/2019	526244	10004400	Lucetry Dalton	1101201919 1115201919	131.25 112.50 243.75	Open Open
11/22/2019	526245	10000542	Marc Dutton Irrigation, Inc.	188812	500.00	Open
11/22/2019	526246	10003957	Mona Storm - Storm Reporting	November 5, 2019 November 12, 2019	430.00 465.00 895.00	Open Open
11/22/2019	526247	10001088	Nelco Supply Co.	10094558 10094701 10094999	63.20 74.60 117.60 255.40	Open Open Open
11/22/2019 11/22/2019	526248 526249	10004381 00000596	North American Construction Ent.LI NTH Consultants, Ltd	CApplication No.4 620414	375,718.41 508.33	Open Open
11/22/2019	526250	00000598	Oakland County	SHF00058600T SHF0005860	101,845.95 948,657.70 1,050,503.65	Open Open
11/22/2019 11/22/2019	526251 526252	00002217 00010232	Oakland County Legal News Oscar W. Larson Company	1700161 SRVCE000000709863	118.40 250.00	Open Open
11/22/2019	526253	00000716	S&S Worldwide, Inc.	IN100316284 IN100316570 IN100323803	213.79 626.00 <u>39.47</u> 879.26	Open Open Open
11/22/2019	526254	10004411	Schroeter's Flowers and Gifts, Inc	:.009502	199.00	Open
11/22/2019	526255	10004173	Seasonal Property Maintenance LLC	1758 1759 1760 1762 1763 1764	3,500.00 370.00 600.00 1,050.00 75.00 225.00	Open Open Open Open Open Open

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Check Date	Check '	Vendor	Vendor Name	Invoice Number	Amount	Status
				1765	750.00	Open
				1766	150.00	Open
				1767	150.00	Open
				1768	450.00	Open
				1769	600.00	Open
				1770	300.00	Open
				1771	2,665.00	Open
				1772	249.00	Open
				1773	90.00	Open
				1774	75.00	Open
				1775	375.00	Open
				1776	75.00	Open
				1777	75.00	Open
				1778	300.00	Open
				1779	100.00	Open
				1780	249.00	Open
				1781	450.00	Open
				1782	300.00	Open
				1783	575.00	Open
				1784	375.00	Open
				1785	300.00	Open
				1786	525.00	Open
				1787	75.00 150.00	Open Open
				1788		open
					15,223.00	
.1/22/2019	526256	00002548	Service Glass Co., Inc.	241685	291.34	Open
1/22/2019	526257	10003769	Service Heating & Plumbing Corp	1909052	1,263.72	Open
1 /00 /0010	526258	00012256	Staples Business Advantage	8056164609-428496404	60.33	Open
11/22/2019	220220	00012256	Stapies Business Auvantage	8056164609-428496405	79.18	Open
				8056164609-428496406	2.82	Open
				9039104009-459490400		open
					142.33	
L1/22/2019	526259	00010664	Truck & Trailer Specialties, Inc.	HS0006025	484.53	Open
1/22/2019	526260	00000851	Wade-Trim/Associates	2016236	138,210.00	Open
1/22/2019	526261	10003813	Water Resource Commissioner	110-81011-00-1119	11,254.98	Open
				Total For 11/22/2019:	1,731,060.88	
				Total Paper Check:	2,194,776.07	
				iotai rapei check.	2,134,110.01	
					P-11-11-11-11-11-11-11-11-11-11-11-11-11	
CONS TOTAI						
Total of 135					2,372,631.16	
Less O Void	Checks:				0.00	
Fotal of 135	5 Disbursemen	ts:			2,372,631.16	
Bank COURI	C FIFTH THJ	RD-COURT OP	ERATING			
Oheels m	Der O					
слеск туре	e: Paper Cł	IECK				
11/15/2019	7879	00001244	Comcast Cablevision	COMCAST 11/1/19	104.85	Open
				D 0 0 1 5 0 5	570.05	Open
11/15/2019	7880	10000960	Iron Mountain Incorporated	BZSY585	579.85 593.28	open

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B: Pontiac	: :		CHECK DATE FRO	OM 11/09/2019 - 11/22/2019		
heck Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					1,173.13	
1/15/2019 1/15/2019	7881 7882	00013185 10004065	Kristel Group, Inc. LEXISNEXIS RISK DATA MANAGEMEN	7748 NT INC1532762-20191031	2,936.00 213.84	Open Open
1/15/2019	7883	10003909	Maria Fabiana Valy Gialdi	191367FY I 180520170A I 191152SM I	84.76 103.26 84.76 272.78	Open Open Open
l/15/2019 l/15/2019	7884 7885	00002208 00002483	OAKLAND COUNTY CLERK ROSE PEST SOLUTIONS	1874028FY C 30846649	25.00 49.00	Open Open
1/15/2019	7886	10000944	Stella Reyes	190S25933A I 190S37970A I	108.00 70.00 178.00	Open Open
				Total For 11/15/2019:	4,952.60	
	Checks:		Oakland Schools Pitney Bowes INC AT & T DATA LEGAL JOHNSON CONTROLS SECURITY SOL Maria Fabiana Valy Gialdi Neda Abouzeid Shred-It USA LLC Slade's Printing Company Stella Reyes Stella Reyes	GR19112015671 1013816125 248857950111 24382 UTIONS33418792 190S38430A I 191367FY I 8128526043 08/25/2019 190S37806A I 1915570M I Total For 11/21/2019: Total Paper Check:	168.50 603.44 31.81 589.50 1,552.34 85.76 82.28 429.76 455.00 70.00 70.00 4,138.39 9,090.99 9,090.99 0.00 9,090.99	Open Open Open Open Open Open Open Open
heck Type	e: EFT Tra	nsfer				
1/14/2019	141(E)	00013053	City of Pontiac	2019-1031TD Total For 11/14/2019:	110,060.00	Open
				Total EFT Transfer:	110,060.00	
NCMM TOTA	ALS:					
otal of 1 (	Checks:				110,060.00	

Check Date Check Vendor Vendor Name	Invoice Number	Amount Status
Fotal of 1 Disbursements:		110,060.00
EPORT TOTALS:		
otal of 172 Checks:		2,503,884.15
Less 0 Void Checks:		0.00

# #16 Monthly Report



## CITY OF PONTIAC FINANCE DEPARTMENT HUMAN RESOURCES DIVISION 47450 Woodward Avenue Pontiac, Michigan 48342

TO:	The Honorable Mayor Waterman	
FROM:	Kiearha Davidson, Human Resource Manager	
CC:	Jane Bais-DiSessa, Deputy Mayor	
DATE:	November 27, 2019	
RE:	November Staffing Report	

<u>Staff numbers</u>: For the pay week ending November 23, 2019, the human resources division ran payroll checks for 113 staff employees and/or elected officials and 62 election workers.

<u>Staff changes:</u> There were no new hires, promotions, transfers, or any other permanent staff changes in the month of November as of the date of this memorandum.

<u>Vacancy listings:</u> The postings marked as active were advertised or had advertisement renewed in the month of November per your direction.

Note: The following vacancy listing does not include vacancies at 50th District Court.

- Assistant City Clerk
- Assistant to the Income Tax Administrator
- Code Enforcement Officer (2)
- Deputy Treasurer
- Economic Development Director
- Laborer II (2)
- Youth Recreation Manager

<u>PYREC programming</u>: Through community partnerships, and local independent contractors, the Pontiac Youth Recreation and Enrichment Center has contracted with partners as follows:

Gary Ashton, contracted instructor for Music: Beginning Band – Providing youth with an opportunity to learn the basics of playing a string, wind, and percussion instruments.

Asia King, contracted instructor for Bitty Basketball – Introducing the game of basketball in a fun, non-threatening atmosphere. Children are learning basic skills such as dribbling, passing, shooting, proper positions, and simple offensive plays. The emphasis is placed on enjoying the sport of basketball.

James M. Huddleston contracted instructor for Fitness: Teens in Training - Motivating youth in a non-competitive atmosphere to become their personal best, carrying out a safe and effective exercise program.

Dr. Lucetry Dalton contracted instructor for Youth Volleyball Skills – Providing individual and team skills to improve overall volleyball skills, no matter the starting level.

We continue to offer enrichment programs through organizational partners are as follows:

Girls Scouts of SE Michigan - Education & Enrichment for girls YMCA of Metro Detroit - Sports and Physical Activity Oakland Family Services - Parent and Child development OLSHA - Food Program/snacks & meals Cranbrook Institute of Science - STEM Education & Enrichment Navy Sea Cadets Anchor Division - Education & Mentoring Charity Music - Instrument refurbishing & Donation Program

The Pontiac Youth Recreation & Enrichment Center staff assignments are attached for additional review.



## City of Pontiac Youth Recreation and Enrichment Center

Staff List and Assignments

Staff	Assignment	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Figueroa-Herrera, Virginia	Computer Lab		4:30-8:00 PM			4:30-8:00 PM	10:00 AM-4:00 PM
Franks, Margaret	Front Desk	3:00-8:00 PM	3:00-8:00 PM	3:00-8:00 PM	3:00-8:00 PM	3:00-8:00 PM	10:00 AM-4:00 PM
Franks, Patricia	Support Staff	4:45-8:15 PM	4:45-8:15 PM	4:45-8:15PM	4:45-8:15 PM	4:45-8:15 PM	10:00 AM-4:00 PM
Hawkins, Queen	Office/Food Service	2:00-7:00 PM	2:00-7:00 PM	2:00-7:00 PM	2:00-7:00 PM	2:00-7:00 PM	
Johnson, Shardae'	Dance	5:30-8:00 PM	5:30-8:00 PM	5:30-8:00 PM		5:30-8:00 PM	12:30 PM-2:30 PM
Marve, Solomon	Games Room	4:30-8:00 PM	4:30-8:00 PM	4:30-8:00 PM	4:30-8:00 PM	4:30-8:00 PM	
Peterson, Richard	Security	3:00-8:00 PM	3:00 -8:00 PM	3:00-8:00 PM	3:00-8:00 PM	3:00-8:00 PM	
Press, Regina	Arts & Crafts	4:00 -8:00 PM	4:00-8:00 PM	4:00-8:00 PM	4:00-8:00 PM	4:00-8:00 PM	10:00 AM-4:00 PM
Staab, Nancy	Office	4:00-8:30 PM	4:00-8:30 PM	4:00-8:30 PM	4:00-8:30 PM	4:00-8:30 PM	
Thompson, William II	Security/Floater		3:00-7:00 PM		3:00-7:00 PM	3:00-7:00 PM	
Vacant	Gym	4:00 -7:30 PM	4:00-7:30 PM	4:00-7:30 PM	4:00-7:30 PM	4:00-7:30 PM	10:00 AM-4:00 PM
Charity Murph	Library/Tutoring	4:30-8:00 PM	4:30-8:00 PM	4:30-8:00 PM	4:30-8:00 PM	4:30-8:00 PM	· · · · · · · · · · · · · · · · · · ·
<b>Contracted Instructors</b>						· · · · · · · · · · · · · · · · · · ·	
Gary Ashton	<b>Begging Band</b>	5:00-6:00pm		5:00-6:00pm	1		and a second
Lucetry Dalton	Volleyball Skills	6:45-8:00pm		6:45-8:00pm			
James M. Huddleston	Youth Fitness		6:30-7:30pm		6:30-7:30pm		
Asia King	Bitty Basketball					}	10am-12pm
Admistration							
Robert Burch	Interim Manager						· · · · · · · · · · · · · · · · · · ·
Troy Craft	Sports						
							· · · · · · · · · · · · · · · · · · ·

## #17 Monthly Report