

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

SHEILA GRANDISON
Deputy City Clerk



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

NOTICE OF PONTIAC CITY COUNCIL MEETING

April 7, 2020
at 6:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a study session on March 31, 2020 at 6:00 p.m. This meeting will be held electronically pursuant to the Open Meetings Act and Governor Whitmer's Executive Order 2020-15. The agenda of the study session is attached Pursuant to Executive Order 2020-15, the Pontiac City Council gives notice of the following:

1. **Reason for Electronic Meeting.** The Pontiac City Council is meeting electronically because Executive Order 2020-15 requires that City Hall be closed to the public on the date of the meeting. Therefore, the public cannot be physically present and provide comment in City Hall.
2. **Procedures.** The public may view the meeting electronically through the following method.

http://pontiac.mi.us/council/pontiac_tv/index.php
3. **Public Comment.** For individuals who desire to make a public comment, please submit your name and comment in writing to publiccomments@pontiac.mi.us no later than 5:30 p.m. on April 7, 2020. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.
4. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or clerk@pontiac.mi.us at least 24 hours in advance of the meeting.

Dated 4-3-2020, 6:00 p.m.

Garland S. Doyle, Interim City Clerk
City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342
Phone: (248) 758-3200

PONTIAC CITY COUNCIL

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



Patrice Waterman, District 1
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."

Website: http://pontiac.mi.us/council/meeting_agendas_and_minutes/index.php

STUDY SESSION

April 7, 2020

6:00 P.M.

146th Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. March 31, 2020

Public Comment

Discussion

2. How to fill the City Council District 2 Vacancy (Council Appointment or Add the Vacancy to the August 4, 2020 Primary Election)

Resolutions

City Clerk

3. Resolution to approve the job description of the Special Assistant to the City Clerk (**Refer to the Finance Subcommittee Meeting on April 14, 2020 at 4:00 p.m.**)
4. Resolution to authorize the agreement between Grewal Law PLLC and the City for Grewal Law, PLLC 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 \$110,000 (**Refer to the Finance Subcommittee Meeting on April 14, 2020 at 4:00 p.m.**)

Department of Public Works (DPW)

5. Resolution to authorize the Mayor to enter into an Agreement to extend Agreement with North Bay Drywall, Inc. Profit Sharing Plan & Trust, for the period of time from April 1, 2020 through November 1, 2020, at a cost of \$9,810 per month, and further purchasing maintenance equipment that will be owned by the City and used to maintain the Phoenix Center at a cost not to exceed \$10,000; for a total cost not to exceed \$78,670.

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

Office of the City Clerk 47450 Woodward Pontiac, Michigan 48342 Phone (248) 758-3200

Website: <http://pontiaccityclerk.com>

6. Resolution to authorize Mayor to enter into an agreement with DMC Consultants Inc., in the amount of \$548,685.00 to replace City Hall windows, commencing February 11, 2020.

Communications from the Mayor

7. COVID-19: Small Business Support & Referral Program.
8. COVID-19: Individual Labor & Relief Programs

Mayoral Monthly Reports

9. Monthly Check Register
(The check registers for February 14, 21 and 28, 2020; March 7, 2020 are attached. The check registers for March 13, 20 and 27, 2020 have not been posted on the website)
10. Staff Changes Report
11. City Credit Card Statement
(Per the Mayor's Office, the PNC March credit card statement has been sent to the City Council.)

Adjournment

#1

MINUTES

March 31, 2020 Formal

**Official Proceedings
Pontiac City Council
145th Session of the Tenth Council**

Call to order

A Formal Meeting of the City Council of Pontiac, Michigan was called to order electronically on Tuesday, March 31, 2020 at 6:00 p.m. by Council President Kermit Williams.

Roll Call

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

Members Absent: Miller.

Mayor Waterman was present.

Clerk announced a quorum.

Authorization to Excuse Councilmembers

20-124 **Excuse Councilmember Gloria Miller for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Waterman.

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

No: None

Motion Carried.

Councilmember Gloria Miller arrived at 6:02 p.m.

Amendments to and Approval of the Agenda

20-125 **Motion to remove Agenda Items #9 (Status Update Census 2020), #12 (Coronavirus Update), and #13 (Legal Update: City of Pontiac v. Mayor Waterman, et. al) until April 7, 2020.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: Miller

Motion Carried.

20-126 **Approval of the Agenda as amended.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Waterman, and Williams

No: Carter, Miller, and Pietila

Motion Failed.

20-127 **Approval of the Agenda with no amendments.** Moved by Councilperson Pietila and second by Councilperson Carter.

March 31, 2020 Formal

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

No: Williams

Motion Carried.

Approval of the Minutes

20-128 **Approve meeting minutes for March 24, 2020.** Moved by Councilperson Carter and second by Councilperson Pietila.

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

No: None

Motion Carried.

Subcommittee Report

Received Finance March 3, 2020

Rules Suspended

20-129 **Suspend the rules to vote.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: Pietila

Motion Carried.

City Council

Resolution to changing the time of the April 7 & 14 City Council Meetings from 6pm to 12pm (noon) due to the pandemic. Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

There was discussion on the motion. Councilperson Pietila stated that she could not attend the meetings at Noon due to her job. Then it was proposed to change the meeting time to 10:00 a.m. Council members could not reach consensus on a new meeting time. Therefore, **Councilperson Taylor-Burks withdrew her motion and Councilperson Waterman withdrew her second.**

Finance

Resolution to authorize the Mayor to recruit candidates for the vacant Finance Director Position, between the salary range of \$110,000.00 and \$120,000.00. Moved by Councilperson Pietila. No council member seconded the motion. Therefore the motion could not be voted on.

Mayor's Office

20-130 **Resolution to approve the calendar schedule for the timing of performance, as provided by AUCH Construction, is amended to reflect March 3, 2020 as the date approval of Architectural and Engineering Services, May 10, 2020 as the estimated date for completion of core Design Services, and July 15, 2020 as the estimated date for completion of bid packages outlining preliminary scope of work.** Moved by Councilperson Miller and second by Councilperson Carter.

WHEREAS, On March 3, 2020 the City Council accepted the recommendation of the Phoenix Center Parking Garage A/E Selection Committee and awarded a contract to IDS for Professional Engineering and Architectural Services for the Phoenix Center in the amount of \$659,000 {5.68%} with Not to Exceed Cost of Reimbursable Expenses of \$13,000.

WHEREAS, the City is aware of the timing and terms of the Settlement Agreement requiring the City to perform and complete certain acts by November 1, 2020, recently receiving written notice of the same, requiring that the schedule for performance is updated.

NOW BE IT RESOLVED, that the calendar schedule for the timing of performance, as provided by AUCH Construction, is amended to reflect March 3, 2020 as the date approval of Architectural and Engineering Services, May 10, 2020 as the estimated date for completion of core Design Services, and July 15, 2020 as the estimated date for completion of bid packages outlining preliminary scope of work.

Ayes: Pietila

No: Taylor-Burks, Williams, Carter, and Miller

Resolution Failed.

20-131 **Resolution to Vacate a portion of Highwood Blvd Right-of-Way between 3rd and 4th Avenue.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

WHEREAS, the City of Pontiac is in receipt of a Right-of-way vacation request submitted by Joseph T. Martinez and Deborah A. Martinez to vacate parts of Lots 153 through 155 of 'Highwood subdivision' as recorded in Liber 21 of Plats, Page 32, Oakland County Records, and;

WHEREAS, the Pontiac Planning Commission finds that the subject right-of-way is not required to remain for access to adjoining property owners and the Pontiac Planning Commission finds that the proposed right-of-way vacation will not have an adverse effect on the surrounding properties, and;

WHEREAS, at the March 4, 2020 Planning Commission meeting, the Commission recommended City Council to approve the vacation of parts of Lots 153 through 155 of 'Highwood subdivision' as recorded in Liber 21 of Plats, Page 32, Oakland County Records, and;

NOW, THEREFORE IT BE RESOLVED, that the City Council for the City of Pontiac approve the Planning Commission recommendation to vacate part of Lots 153 through 155 of 'Highwood Subdivision' as recorded in Liber 21 Plats, Page 32, Oakland County Records and being more particularly described as: Commencing at the northwest corner of lot 158 of 'Highwood Subdivision' as recorded in Liber 21 of Plats, Page 32, Oakland County Records; Thence S.03*00'15". E, 15.00 Feet to the Point of Beginning; Thence continuing S.3*00'15". E, 114.99 Feet; thence S.85*54'00". W, 51.17 Feet; Thence N.03*00'26". W, 114.99 Feet; Thence N.85*54'01". E, 51.18 Feet to the Point of Beginning. Containing 5,883.90 Square Feet or 0.135 Acres.

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

No: None

Resolution Passed.

Rules Suspended

20-132 **Suspend the rules to vote.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

20-133 **5 minute time limit for Agenda Items #9 (Status Update Census 2020), #10 (Trash Collection Update), #11 (Notice Regarding Services Provided by Oakland County Water Resource Commissioner), #12 (Coronavirus Update), and #13 (Legal Update: City of Pontiac v. Mayor Waterman, et.al.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Public Comment

One individual submitted a public comment that was read by the City Clerk.

Mayor, Clerk and Council Closing Comments

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

Adjournment

Council President Kermit Williams adjourned the meeting at 7:57 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

#3

RESOLUTION

Special Assistant to the City Clerk

FLSA: Administrative exemption

Summary:

An incumbent in this position will support the City Clerk by assisting with the formulation of policies, establishing and maintaining necessary procedures, records and reports, coordination of Medical Marihuana application review process, special projects and perform additional duties as required.

Supervision

Supervision Received: Works independently under the general supervision of the City Clerk.

Supervision Given: The position does not have any supervisory responsibilities.

Job Environment

- The environment in City Hall is one of a typical business office environment, with electro-mechanical computer- and telecommunications-related equipment; exposure to noise from shredders, printers, copiers, telephones, and other computer-related equipment.
- Operates PC-based computer system and other office equipment.
- Errors could result in the damage to or loss of information resulting in financial or legal consequences to the City.

Essential Functions

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

- Completes a broad variety of administrative tasks for the Clerk including: composing and preparing correspondence that is sometimes confidential.
- Researches, prioritizes, and follows up on incoming issues and concerns addressed to the Clerk including those of a sensitive or confidential nature. Determines appropriate course of action, referral, or response.
- Prioritizes conflicting needs; handles matters expeditiously, proactively, and follows-through on projects to successful completion, often with deadline pressures.
- Special projects as assigned by the Clerk.
- Prepare spreadsheets, financial and other reports.
- Make suggestions and recommendations for improvements in methods and procedures.
- Analyze statistical data, report and other information.

Perform the following duties as it relates to the Medical Marihuana Application review process:

- Review proof of ownership of the entire premises where in the Medical Marihuana facility is to operated; or written consent from the property owner for the use of the premises and a manner requiring licensure under this ordinance along with a copy of the lease for the premises.
- Review LARA application documents

- Review proof of an adequate premises liability and casualty insurance policy in the amount not exceeding the requirements addressed in the Medical Marihuana Facilities Licensing Act or applicable State Laws
- Review affidavit that the transfer of Marihuana to and from the Medical Marihuana facilities shall be in compliance with the MMMA and the Medical Facilities Licensing Act or other applicable State Laws
- Review application in its entirety and certify all required materials have been presented and approved by various departments of the City Section 8©(23) no default to the City Review for 50th District court
- Prepare applications for appeals with hearing officer and/or commission
- Prepare permits or denial letters
- Perform other duties as assigned

Recommended Minimal Qualifications

Education, Training, and Experience: Bachelor's degree in accounting, business administration, finance, or public administration and at least one year of experience. In lieu of a bachelor's degree, the Special Assistant to the Clerk shall have an associate's degree in accounting, business administration, finance, or public administration and at least three years of experience

Knowledge, Ability, and Skill:

Knowledge:

- Knowledge of BS & A software; accounting software; inventory software; spreadsheet and word processing software.

Ability:

- Ability to understand, speak, and write in the English language.
- Ability to read and interpret documents and write routine reports and correspondence.
- Ability to read and understand contract language.
- Ability to speak effectively before a group of persons.
- Ability to perform multiple tasks accurately and efficiently under time constraints.
- Ability to work both independently and cooperatively.
- Ability exercise professional judgement and maintain confidentiality when necessary.
- Ability to review several diverse reference sources and select and synthesize data for reports and other forms of correspondence.
- Ability to apply instructions and guidelines in the disposition of problems.
- Ability to make decisions and take necessary actions.
- Ability to maintain composure during stressful situations.
- Ability to efficiently handle multiple tasks requiring a high degree of attention to detail.
- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Ability to effectively present information and respond to questions from clients, customers, and the general public.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.

- Ability to apply concepts such as fractions, percentages, and ratios, as well as, proportions to practical situations.
- Ability to interpret a variety of instructions furnished in written, oral diagram, or scheduled form.

Skills:

- Computer skills that encompass effective use of word processing, spreadsheet, email, and Internet browser software.
- Mathematical skills that encompass concepts such as probability and statistical reference.

Physical Requirements

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

Minimal physical effort required to perform work under typical office conditions. While performing the duties of this job, the employee is regularly required to sit and stand; use hands to finger, handle, and feel, as well as talk and hear. Must be able to regularly lift and or move items up to ten pounds, occasionally lift items up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

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

Salary

Up to \$45,000 annually

#4

RESOLUTION

MICK S. GREWAL, SR.^{AK}
DAVID S. MITTLEMAN
SCOTT WEIDENFELLER
NOLAN L. ERICKSON
AYANNA D. NEAL
RAOUL GRAHAM
LEON M. WALSH, JR.^{AK}

GREWAL LAW^{PLLC}

ATTORNEYS AT LAW
ALSO LICENSED IN DC^{*}, IL^A, AZ^{*}, FL^{**}, & CA^{**}

JOHN W. FRASER
STEPHEN DELIE
DANIEL V. BARNETT
GUR-RAJAN S. GILL
SAMANTHA E. EYDE^{AK}
TIM P. SEEGER^{AK}
KELLY R. MCCLINTOCK

March 6, 2020

Dear Interim City Clerk Doyle,

Thank you for the opportunity to serve as “Professional Expert – Legal Advisor to the City Clerk” under the City of Pontiac Medical Marihuana Facilities Ordinance 2357(B) (the “Representation”). The engagement terms of this letter are listed below:

Client. The client in this matter shall be the City of Pontiac/City Clerk (the “Client”). This engagement does not create an attorney-client relationship with any other person or entity. The point of contact for the Representation shall be the City Clerk.

Scope of Engagement. In the course of the Representation, we will provide legal advice to the City Clerk, in his official capacity, in connection with his duties under the City of Pontiac Medical Marihuana Facilities Ordinance 2357(B) and matters related thereto. This includes legal advice with regard to applications for marihuana permits in the City of Pontiac, including but not limited to (1) advising on the legal consequences and effects of applicant criminal background information and staff/employee training and education materials; (2) completing a compliance review of scored provisioning center applications to ensure criteria has been consistently applied by members of the scoring team; and (3) attending at least four in-person meetings with the scoring team, as directed by the City Clerk. The City Clerk shall, in all cases, be the decision maker with respect to any scoring decision. We will NOT provide any service or advice other than legal advice.

Conflict of Interest and Disclosure. Grewal Law PLLC, including its member(s), employee(s), and consultants (collectively “Grewal Law”) agrees that it will not represent any (1) organization, (2) individual with an ownership interest in an organization, or (3) individual submitting an application for a marihuana facility license with the City of Pontiac. Grewal Law further agrees that it will not review, analyze, or grade any application for any (1) organization, (2) individual with an ownership interest in an organization, or (3) individual submitting an application for a marihuana facility license with the City of Pontiac that it has previously represented in any capacity. To the extent permissible pursuant to the Michigan Rules of Professional Conduct, Grewal Law further agrees that it will provide disclosure of any such previous representation including (1) the client previously represented, (2) the nature of the representation, and (3) the time period of the previous representation. Such disclosure shall be updated on an ongoing basis as necessary.

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Grewal Law has been retained by clients in the marihuana industry. It has not offered any legal advice to any client pertaining to any issue in the City of Pontiac. It is not aware of any of those clients applying for a license in the City of Pontiac. Grewal Law is not terminating its relationship with any clients should it turn out that the client has applied in Pontiac. It will disclose the relationship to the City of Pontiac and advise the City of Pontiac to use another law firm to serve as "Professional Advisor to City Clerk" to review any matter relating to that client.

During the course of this engagement and for a period of one year after the engagement has concluded, Grewal Law PLLC, John W. Fraser, Esq., and any Grewal Law attorneys who directly and personally assist with the Representation are prohibited from providing any legal representation for the City of Pontiac in any capacity, other than as identified herein.

Rates and Charges. In order to manage costs, Mr. John W. Fraser will be principally responsible for the Representation. Other attorneys and professional staff may be utilized as appropriate. A curriculum vitae of Mr. Fraser has been sent separately. Hourly rates shall be:

\$250 per hour for John W. Fraser and other attorneys
\$125 per hour for non-attorney staff

This engagement shall not exceed \$110,000.00 unless otherwise agreed upon by the parties in writing. Invoices will be addressed to the City of Pontiac, c/o Interim City Clerk Garland Doyle, 47450 Woodward Ave., Pontiac, MI 48342. Annual increases in attorney rates are the norm. Out of pocket expenses, if any, will be sent directly to the Client for payment, or we will pay those expenses and invoice the Client for the expense. A detailed invoice will be provided on a monthly basis and due net 30 days. Interest at 1% per month is charged to late payments. If necessary, costs of collection, including attorney fees, are chargeable to the Client.

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

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

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

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

Document Retention. At the conclusion of the Representation, original documents, if any, shall be returned to Client, and Client's file will be closed. We agree to store Client's file and any documents associated with Client's file for a minimum period of 5 years following the conclusion of the Representation. At any time after 5 years following the conclusion of the Representation, we may, in our discretion, destroy Client's closed file without any advance written notice to Client of our intention to destroy the file. At any time prior to the file's destruction, Client may request in writing a copy of any portion of Client's file, and Client agrees to pay a reasonable fee for any copies requested.

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

Sincerely,
Grewal Law PLLC

Terms and Conditions Approved By:

The City of Pontiac

By: John W. Fraser
Its: Attorney and Authorized Agent

By: Deirdre Waterman
Its: Mayor

Dated: _____

Dated: _____

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March 6, 2020

VIA E-MAIL ONLY

Garland S. Doyle, M.P.A., CNP
Interim City Clerk
City of Pontiac
47450 Woodward
Pontiac, MI 48342
E: gdoyle@pontiac.mi.us

RE: Response to Questions

Dear Mr. Doyle,

Your March 5, 2020 e-mail referenced 6 questions for which you have requested a response. The questions and my responses are outlined below:

1. What is your understanding of the scope of representation requested by the Clerk?

Our understanding of the scope of representation requested by the Clerk is as follows, which is consistent with our proposed engagement letter that accompanies these responses:

Grewal Law PLLC will provide legal advice to the City Clerk, in his official capacity, in connection with his duties under the City of Pontiac Medical Marihuana Facilities Ordinance 2357(B) and matters related thereto. This includes legal advice with regard to applications for marihuana permits in the City of Pontiac, including but not limited to (1) advising on the legal consequences and effects of applicant criminal background information and staff/employee training and education materials; (2) completing a compliance review of scored provisioning center applications to ensure criteria has been consistently applied by members of the scoring team; and (3) attending at least four in-person meetings with the Scoring Team, as directed by the City Clerk. The City Clerk shall, in all cases, be the decision maker with respect to any scoring decision. We will NOT provide any service or advice other than legal advice.

2. What is your understanding of the “planned philanthropic endeavors and community improvement programs” scoring criteria as set forth in Ordinance 2357(B) Section 9(f)(7)?

Respectfully, Ordinance 2357(B) Section 9(f) makes clear that it is the City Clerk who “shall assess, evaluate, score, and rank each application.” Our contemplated role at this stage is limited to ensuring that the review and scoring conducted by the City Clerk has been consistently applied by members of the scoring team. Our intention would be to faithfully and dutifully discharge that obligation without substituting our own judgment for this matter.

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KELLY R. MCCLINTOCK

To the extent that you are requesting our opinion on this particular issue, we can offer the following, which is only intended to be advisory:

The language and content of Section 9(f)(7) makes clear that the only relevant “planned philanthropic endeavors and community improvement programs” are those that are specifically designed to benefit the City of Pontiac and its residents. Therefore, any other charitable references or community improvement programs that do not provide a direct benefit to the City of Pontiac or its residents, while an admirable or worthwhile endeavor, should not be considered for purposes of assessing points for this particular criteria.

In evaluating the application submissions for this particular criteria, we would suggest that the Clerk and the scoring team consider the following items:

- A. The sufficiency and specificity of the included planned philanthropic endeavors or community improvement programs;
- B. Whether a specific dollar amount of value is pledged or promised, and how the applicant intends to track and ensure that such pledge is honored;
- C. For community improvement programs, a description of whether the applicant intends to associate with any existing charitable stakeholders within the City of Pontiac, and the specifics as to how the applicant intends to do so;
- D. A description of the substance of the community involvement programs, including a general summary of the topics to be discussed, suggested locations within the City of Pontiac where the programming would be held, and approximate duration of the proposed programming; and
- E. A description of the applicant’s previous philanthropic or community improvement programs in the City of Pontiac.

3. Is it your understanding that the “content and sufficiency” requirement of Ordinance 2357(B) Section (9)(f)(1) encompasses the requirements set forth in Ordinance 2357(B) Section (8)(c)(1)-(31)?

Yes. Section 9(f)(1) provides that a maximum of 50 points are available for “[t]he content and sufficiency of the information **required** to be in the application under the ordinance.” Section 8(c) provides that “Applications . . . **shall** contain all of the following” by then proceeding to enumerate Section (8)(c)(1)-(31). As a result, it is clear that the items enumerated in Section 8(c)(1)-(31) are part of the mandatory requirements of the application process, and, pursuant to Section 9(f)(1), they must be considered as part of the “content and sufficiency” of the application. *See, e.g., People v Lockridge*, 498 Mich 358, 387 (2015) (reaffirming the long-held principle of statutory construction that “‘shall’ indicates a mandatory directive”); *Norman Corp v City of East Tawas*, 263 Mich App 194, 206 (2004) (holding that principles of statutory construction apply when interpreting construing an ordinance).

LANSING • GRAND RAPIDS • DETROIT • NORTHVILLE • NATIONWIDE

2290 SCIENCE PKWY, OKEMOS, MI 48864 TELEPHONE: (517) 393-3000 TOLL FREE: (888) 227-4770 FACSIMILE: (517) 393-3005

protecting your rights

MICK S. GREWAL, SR.^{**}
DAVID S. MITTLEMAN
SCOTT WEIDENFELLER
NOLAN L. ERICKSON
AYANNA D. NEAL
RAOUL GRAHAM
LEON M. WALSH, JR.^{**}

GREWAL LAW PLLC

ATTORNEYS AT LAW
ALSO LICENSED IN DC^{*}, IL^{*}, AZ^{*}, FL^{**}, & CA^{***}

JOHN W. FRASER
STEPHEN DELIE
DANIEL V. BARNETT
GUR-RAJAN S. GILL
SAMANTHA E. EYDE^{***}
TIM P. SEEGER^{***}
KELLY R. MCCLINTOCK

4. Have you represented other municipalities in medical or recreational marihuana matters?

Our firm has not. One of the members of our team, however, has assisted a number of townships with both medical and recreational marihuana matters, including the preparation of appropriate ordinances and provided assistance in ensuring compliance with those ordinances.

5. Have you represented any applicants regarding applications to a municipality or the state in medical or recreational marihuana matters?

Yes. Our office has represented a significant number of applicants regarding applications to a number of municipalities and to the Marijuana Regulatory Agency in both medical and adult-use marijuana matters. We have not represented any applicants outside of the State of Michigan. We have not submitted any applications on behalf of clients to the City of Pontiac.

We have represented applicants in municipal applications to the City of Warren, Emmett Township, City of Lansing, Waverly Township, and Columbia Township. We are also representing applicants who have interest in operating in municipalities that have not yet adopted ordinances to permit medical or adult-use facilities of the type that the client is interested in pursuing.

6. If you have represented any applicants, please provide the name of the applicant, municipality and/or state?

See above. At this time, it is our position that disclosing the specific names of our applicants would be a violation of MRPC 1.6. Because marijuana remains illegal under federal law, the overwhelming majority of our clients have significant privacy concerns when it comes to engaging in this industry. Most have expressed preferences that their identities be kept confidential to the extent possible. All of the state and municipal applications are exempt from the Freedom of Information Act, so we believe that we owe a continuing duty of confidentiality to our clients. MCL 333.27401(3) (providing that state MMFLA applications are exempt from FOIA); MCL 333.27205(4) (providing that municipal applications are exempt from FOIA); MCL 333.27959(7) (providing that MRTMA applications are exempt from FOIA).

We have provided a proposed Conflict of Interest and Disclosure protocol in the included engagement letter that we believe will assure the City of Pontiac that our office does not have any conflict in undertaking the contemplated representation. Moreover, we have provided what we believe is an appropriate protocol in the event a conflict does arise in the application review process.

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NOLAN L. ERICKSON
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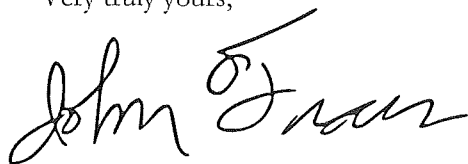
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DANIEL V. BARNETT
GUR-RAJAN S. GILL
SAMANTHA E. EYDE^{aa}
TIM P. SEEGER^{aa}
KELLY R. MCCLINTOCK

We hope these responses satisfactorily address your questions. Should you have any other questions or concerns regarding this matter, please do not hesitate to contact me. We very much appreciate your consideration of our firm for this project, and we look forward to working for the City of Pontiac and its residents.

Very truly yours,



John W. Fraser
Grewal Law PLLC

LANSING • GRAND RAPIDS • DETROIT • NORTHVILLE • NATIONWIDE

2290 SCIENCE PK WY. OKEMOS, MI 48864 TELEPHONE: (517) 393-3000 TOLL FREE: (888) 227-4770 FACSIMILE: (517) 393-3003

protecting your rights

John W. Fraser

2290 Science Parkway
Okemos, MI 48864

517-393-3000
jfraser@4grewal.com

EDUCATION

Michigan State University College of Law, East Lansing, MI

Juris Doctor, *summa cum laude*, May 2015

- GPA 4.0, Class Rank: 1/259
- Jurisprudence Awards (highest grade) in: Mortgages; Law & Interpretation; Federal Jurisdiction; Antitrust Law; Copyright Law; Constitutional Law II; Equity; Property; Contracts; and Research, Writing & Analysis
- Michigan State Law Review, Managing Editor

Central Michigan University, Mt. Pleasant, MI

Bachelor of Science, *cum laude*, Philosophy and Political Science, May 2011

PROFESSIONAL LICENSES

State Bar of Michigan – Licensed to practice in all State of Michigan courts.

United States Court of Appeals for the Sixth Circuit.

United States District Court for the Eastern District of Michigan.

United States District Court for the Western District of Michigan.

United States District Court for the District of Colorado.

United States District Court for the Southern District of Indiana.

LEGAL EXPERIENCE

Grewal Law PLLC, Okemos, MI

Associate Attorney, September 2017 – Present

- Practice Areas: Cannabis law, criminal law, civil litigation, business law and litigation, and appellate law.
- Practice Group Leader for Firm's Cannabis Law practice group.
- Select Professional Experience:
 - Represent Entrepreneurs and Investors from inception through licensure and beyond for medical and adult-use marijuana businesses.
 - Successfully represented businesses secure medical and adult-use marijuana licensing in municipalities across the State of Michigan.
 - Successfully represented applicants initially denied by the Bureau of Medical Marihuana Regulation secure licensure through administrative and appellate processes.
 - Draft and Evaluate Medical and Adult-Use Marijuana Business Applications and Materials in accordance with local municipal ordinances, Medical Marihuana Facilities Licensing Act, Michigan Regulation and Taxation of Marihuana Act, and all applicable rules promulgated by Marijuana Regulatory Agency.
 - Argued *People v. Shae Lynn Mullins* before the Michigan Supreme Court in May 2019.

White Law PLLC, Okemos, MI

Associate Attorney, October 2015 – August 2017

- Practice Areas: Civil litigation, business law and litigation, appellate law, criminal law, estate planning, real property law, and intellectual property law.
- Select Professional Experience:
 - January 2016 – April 2017 – Successfully argued and won a motion for immunity under Section 4 of the Michigan Medical Marijuana Act following a two-day evidentiary hearing, resulting in dismissal of numerous felony charges in the 30th Circuit Court. The People appealed, and the Court of Appeals unanimously affirmed in favor of my client in a published opinion in *People v Manuel*, Michigan Court of Appeals Docket No. 331408.

ACADEMIC EXPERIENCE

Western Michigan University Cooley Law School, Lansing, MI

Adjunct Professor of Law, August 2018 – Present

- Teach Course on Medical Marijuana and the Law.

AWARDS AND RECOGNITIONS

March 2018 – Named one of the Top 5 Lawyers Under 35 By the Ingham County Bar Association

2018 – Named to the Council of the Marijuana Law Section of the State Bar of Michigan.

October 2018 – Recognized as a “Pioneer” in the area of Marijuana Law by the Marijuana Law Section.

October 2018 – October 2019 – Served as Secretary/Treasurer of the Marijuana Law Section of the State Bar of Michigan.

October 2019 – Present – Chair-Elect of the Marijuana Law Section of the State Bar of Michigan

SELECT PUBLICATIONS

John W. Fraser & Ashlee N. Lynn, *Family Law Issues in Medical Marijuana: A Smoky Situation*, INGHAM COUNTY BAR ASSOCIATION BRIEFS, Forthcoming 2018.

John W. Fraser, *People v. Manuel*, INGHAM COUNTY BAR ASSOCIATION BRIEFS, May 2017, at 16.

John W. Fraser, *Ain't Too Proud to Beg? Anti-Begging Laws' First Amendment Problem*, 26 U. FLA. J.L. & PUB. POL'Y (2015).

SELECT SPEAKING ENGAGEMENTS

February 1, 2020 – Ingham County Bar Association Bench Bar Conference, *Primer on Marijuana Legal Issues*.

October 25, 2019 – Marijuana Law Section Annual Conference, *Practical Advice from Bench* (moderated panel discussion with Supreme Court Chief Justice Bridget Mary McCormack, Court of Appeals Judge Amy Ronayne Krause, Genesee Circuit Judge Joseph Farah, and Tuscola Circuit Judge Amy Gierhart).

June 13, 2019 – Marijuana Law Section, *An Overview of the MRTMA: Permissions, Prohibitions, and the Interplay with Other Criminal Statutes* (co-presented with Allison Arnold and Bernard Jocus).

February 16, 2019 – State Bar of Michigan's Criminal Law Section Winter Conference, *Prohibition Repealed: Breaking Down the MRTMA*.

January 25, 2019 – Ingham County Bar Association – Real Property Section, *Prohibition Repealed: Breaking Down the MRTMA*.

January 4, 2019 – Ingham County Bar Association – Criminal Law Section, *Prohibition Repealed: Breaking Down the MRTMA*.

October 26-27, 2018 – Marijuana Law Section Annual Conference, *Choice of Entity for License Application* (co-presented with Joseph Angell, CPA) & *Litigation Issues in MJ Defense*.

April 2018 – Marijuana Law Section Criminal Bootcamp, *Immunity Under the MMMMA – State and Federal Considerations*.

Cheyenne Benyi – Attorney Bio

Cheyenne Benyi joined Grewal Law PLLC as an associate attorney after working with the team for eighteen months as a law clerk. Her practice focuses primarily on personal injury and general practice matters.

Cheyenne earned her double Bachelor of Science from Michigan State University in 2016, where she majored in Criminal Justice and Anthropology. As a through and through Spartan, Cheyenne earned her juris doctor and graduated from Michigan State University College of Law in 2019. During law school, Cheyenne gained a variety of experience in the legal field working as a legislative intern for the Michigan State Senate and a legal intern at Legal Services of Eastern Michigan. She also worked as a volunteer for the National Lawyers Guild on the Mass Incarceration Committee where she assisted prisoners in legal research and understanding their rights.

Cheyenne grew up in Pinckney, Michigan and her commitment to helping others began at a young age. Prior to law school, she volunteered with Invisible Children for three years where she worked with communities in central Africa to help reunite former child soldiers with their families. Later on in college, Cheyenne was co-president of the MSU chapter of Pangea Educational Development where she worked to unify communities through sustainable education. She also helped establish a mentoring program with at-risk students at Waverly Middle School in Lansing, Michigan.

In her spare time, Cheyenne enjoys spending time with her family, including her adorable and favorite nephew, KJ.

Steve Delie – Attorney Bio

Steve Delie is an associate attorney with Grewal Law PLLC. His practice focuses on marijuana law, general litigation, and criminal defense.

Prior to joining Grewal, Steve gained extensive experience with Michigan's marijuana law through his work with various Michigan municipalities. This experience allows Steve to help his clients navigate not only the requirements of Michigan's licensing process, but also local municipal regulations. As a result, Steve is able to assist his clients in navigating the complete range of rules applying to the marijuana industry.

Steve earned his Bachelor of Arts, *magna cum laude*, from Hillsdale College, where he majored in Political Science. In 2015, Steve graduated from Michigan State University College of Law, *summa cum laude*, ranked in the top 10% of his class. During law school, Steve also served as an Associate Editor of the Michigan State Law Review and served as a teaching assistant for Professors Philip Pucillo and Daniel Barnhizer. As a law student, Steve worked for former Chief Justice Young of the Michigan Supreme Court, as well as for the Federal Reserve Bank of Richmond.

Tim Seeger – Attorney Bio

Tim specializes in Employment Law, Personal Injury, ADA Compliance, Administrative Law, Family Law, Contracts, Abuse and Neglect, Medical Marijuana, Marijuana Licensing, and Probate Law. Tim maintains a strong desire to help those in need and spend the time necessary to provide honest legal guidance.

Prior to joining Grewal Tim worked at a boutique law firm in Orange County, California handling matters including, but not limited to, Family Law, Employment Law, Class Actions, Contract disputes, Bankruptcy Law, Business Law, Probate including Guardianships and Conservatorships, and Real Property Law. Tim has appeared in numerous court proceedings from the Court of Appeals, to Federal Court, to administrative hearings. Tim has a strong courtroom presence in which his confidence and comfort provides ease to clients during their most difficult times.

Tim understands his title is not just attorney but Counsel. As a Counselor Tim knows it is his job to Counsel each client on the law. This is not accomplished through mere dictation of the law but listening to each client and understanding their needs and why they came to this firm. Tim understands no one is happy to call an attorney and only do so because a legal right was infringed, legal assistance is needed, or an individual seeks legal guidance. It is due to the delicate nature of needing an attorney that Tim is passionate about counseling clients on their rights. This is true if you are in an accident, going through a divorce, or a business client looking to understand how to protect your future. Tim takes passion in treating each client with care and a willingness to inform.

Tim grew up in Virginia and attended the University of South Carolina for his undergraduate degree. While at South Carolina Tim obtained his bachelor's degree with a focus in history and a minor in political science. Tim attended Thomas Jefferson School of Law in San Diego, CA.

In his spare time Tim enjoys playing golf, hiking, camping, spending time with his wife and their dogs, and traveling. Tim is a huge sports fan and will gladly discuss why the Dallas Cowboys will always be America's Team.

Medical Marihuana Application Review Roles and Responsibilities for the City Clerk

- 1) Responsible for accepting applications; reviewing grower, processor, secure transporter, and safety compliance applications; awarding Medical Marihuana permits and appointing a hearing officer to hear appeals.
- 2) The Clerk shall assess, evaluate, score and rank each application based upon a scoring and ranking procedure developed by the clerk. (Ordinance 2357(B) Section 9(f))
- 3) The City Clerk may engage professional expert assistance in performing the Clerk's duties and responsibilities under this ordinance (Ordinance 2357(B) section 9(j))

City Clerk

**Special Assistant to the
City Clerk**

The City Clerk will score the following Provisioning
Center Application sections:
Content and Sufficiency of Information
Background Information subcategory 9(f) (1)
Community Development subcategory 9(f) (1)
Philanthropic and Community Improvement 9(f) (7)

Professional Experts

Financial Advisor

Financial Advisor to the City Clerk
Sherman J. Taylor, JD CPA, SRT
Consulting, LLC

Application Sections to Review

Content and Sufficiency
Financial Background subcategory 9(f) (1)
Economic Benefits subcategory 9(f) (1)
Managerial Resources 9(f) (4)
Financial Resources 9(f) (5)

Planning Advisor

Planning Advisor to the City Clerk
Giffels Webster
Jill Bahm, AICP, Partner
Eric Fazzini, AICP, CNU-A , Senior Planner
Joe Tangari, AICP, Senior Planner

Application Sections to Review

Content and Sufficiency of Information
Facility subcategory 9(f) (1)
Land Use 9(f) (2)
Community Impact 9(f) (3)
Physical Improvements 9(f) (8)

Legal Advisor

Legal Advisor to the City Clerk
Grewal Law, PLLC
John Fraser, Esq.-Lead Attorney
Cheyenne Benyi, Esq.
Steve Delie, Esq.
Tim Seeger, Esq.

Application Sections to Review

Content and Sufficiency
Patient Education subcategory
9(f) (1)

Compliance Review

Building Consultant

Wade Trim

**Application Sections to
Review**
Content and Sufficiency
Facility subcategory 9(f)(1)

#5

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of
Dan Ringo, Interim Director DPW

DATE: March 31, 2029

RE: Ottawa Towers Contract Extension for Phoenix Center Maintenance

On March 24th, City Council expressed strong sentiment to deny the Mayor entering into an agreement with the DRCFA to manage the Phoenix Center garage. As such, the City has requested that Ottawa Towers extend their current operations and maintenance of the Phoenix Center Garage until November 1, 2020. This extension will assist the City in providing consistent operations until such time as options for operations and maintenance can be fully verified as well as correct infrastructure installed to run the garage efficiently and effectively. The cost for this contract extension does not change from the original settlement agreement signed in November of 2018. Because of the legal obligation the city owes under the Consent Agreement, the Mayor requests approval to extend the current agreement with North Bay Dry Wall LLC for the following time frame: April 1, 2020 to November 1, 2020. Please note that their current contract expires March 31, 2020.

The Department of Public Works and the City Attorney have reviewed and approved the attached contract extension and recommend that the City sign the extension. The following resolution is recommended for your consideration:

RESOLUTION TO EXTEND MAINTENANCE AGREEMENT FOR PHOENIX CENTER

Whereas, North Bay Drywall, Inc. Profit Sharing Plan & Trust, currently performs certain day-to-day maintenance on the Phoenix Center; and

Whereas, the City is obligated to perform these functions as part of the Settlement Agreement entered into between the City and Ottawa Tower II, LLC; and

Whereas, The agreement expires on April 1, 2020.

Now Therefore, Be it Resolved, That the City of Pontiac City Council approves the Mayor entering into an Agreement to extend that Agreement for the period of time from April 1, 2020, through November 1, 2020, at a cost of \$9,810 per month, and further purchasing maintenance equipment that will be owned by the City and used to maintain the Phoenix Center at a cost not to exceed \$10,000; for a total cost not to exceed \$78,670. ~~g is effective for a period not less than twenty ye~~

JVB

Attachments

LETTER OF AGREEMENT

This Letter of Agreement ("AGREEMENT") is made this 30th day of March, 2020, by and between the CITY OF PONTIAC (the "CITY"), located at 47450 Woodward Ave., Pontiac, Michigan 48342, and NORTH BAY DRYWALL, INC. PROFIT SHARING PLAN & TRUST, a California Pension and Profit Sharing Trust ("NORTH BAY") (hereinafter collectively "the PARTIES");

RECITALS

WHEREAS, the parties entered into a Settlement Agreement dated November 1, 2018 ("SETTLEMENT AGREEMENT"), which in pertinent part provided that representatives of NORTH BAY would continue to provide general maintenance to the Phoenix Center for a monthly amount of \$9,810.00;

WHEREAS, the obligation to provide maintenance was for a period of six (6) months, which commenced on November 1, 2018;

WHEREAS, the PARTIES, pursuant to this AGREEMENT, seek to extend the period that NORTH BAY will provide maintenance through and including October 31, 2020, under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained within this AGREEMENT, the PARTIES agree as follows:

1. NORTH BAY agrees to continue current maintenance on the Phoenix Center Garage up to October 31, 2020. Current maintenance consists of:

- Clean decks with blowers up to two times per month;
- Empty trash and pick up trash daily;

- Pressure wash three levels of the South Garage, however, the pressure washing of the winter's salt removal will be subcontracted, and will be the responsibility of the City.
- Basic landscaping: cut grass and trim, however, our equipment needs replaced and the City will be required to pay for the costs of replacements, however, when the City eventually takes over the maintenance, the equipment will belong to the City. We'll buy a new riding lawnmower, two weedwackers, and other landscaping equipment, as necessary. We've worn out all our equipment over the last 11 years.
- Sweep water from low areas to drains, as needed; and
- Pick up trash on the South side of the tunnel; as needed.

2. Additional items will be sent to the CITY to either address or approve to be completed by NORTH BAY. These items will be added to the monthly invoice;

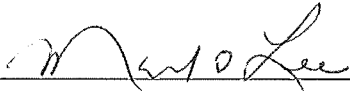
3. NORTH BAY will continue to bill the CITY at the agreed upon amount, plus additional items as agreed;

4. The CITY, with fourteen (14) days' notice, may terminate this AGREEMENT for any reason, with written notice to the designated representative of NORTH BAY;

5. This AGREEMENT is not intended to in any way modify the PARTY's Settlement Agreement dated November 1, 2018, except for the terms and conditions set forth above.


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

WITNESSED:



SIGNED:

NORTH BAY DRYWALL, INC. PROFIT
SHARING PLAN & TRUST

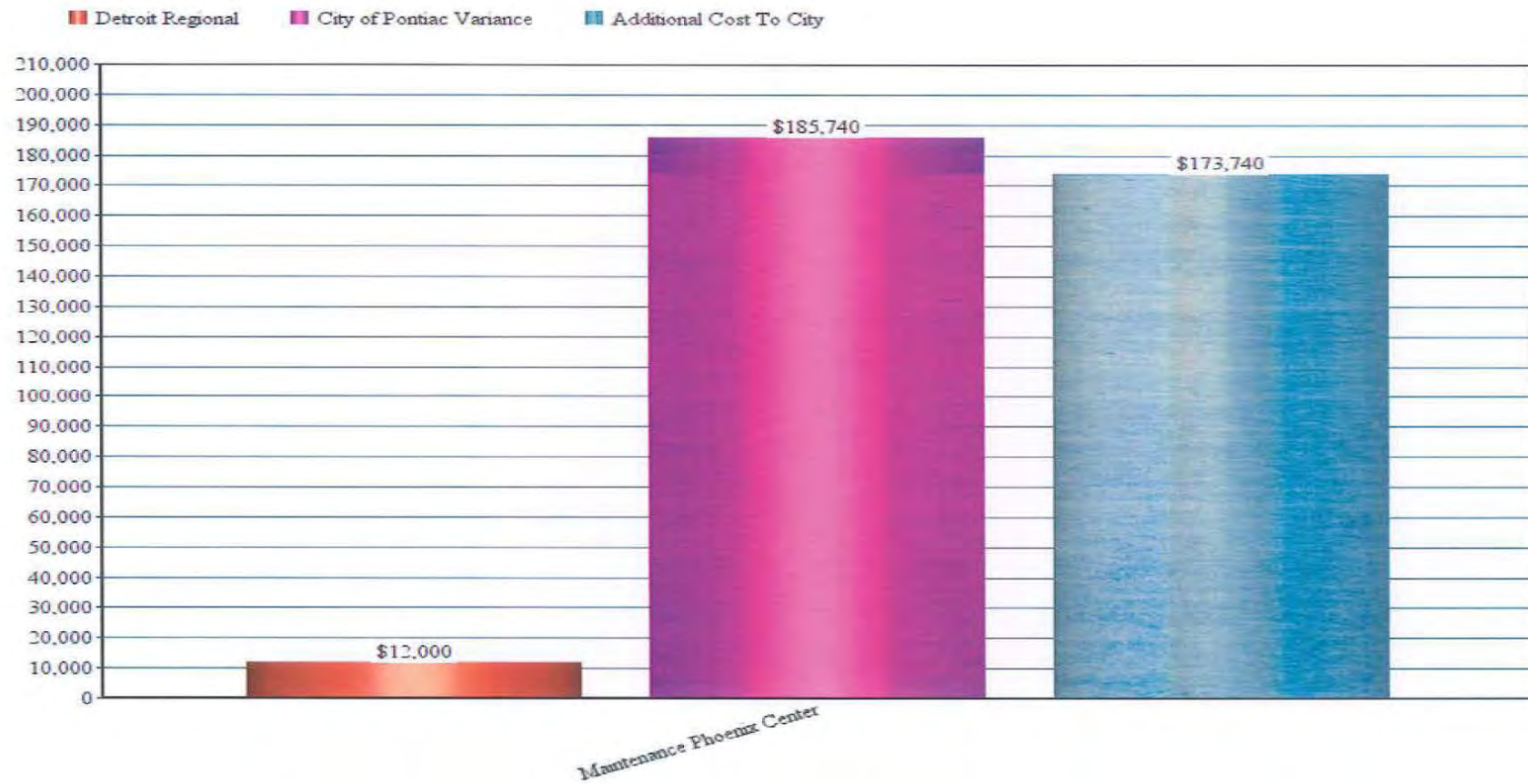


By: Charles R. Stephens
Its: Authorized Trustee

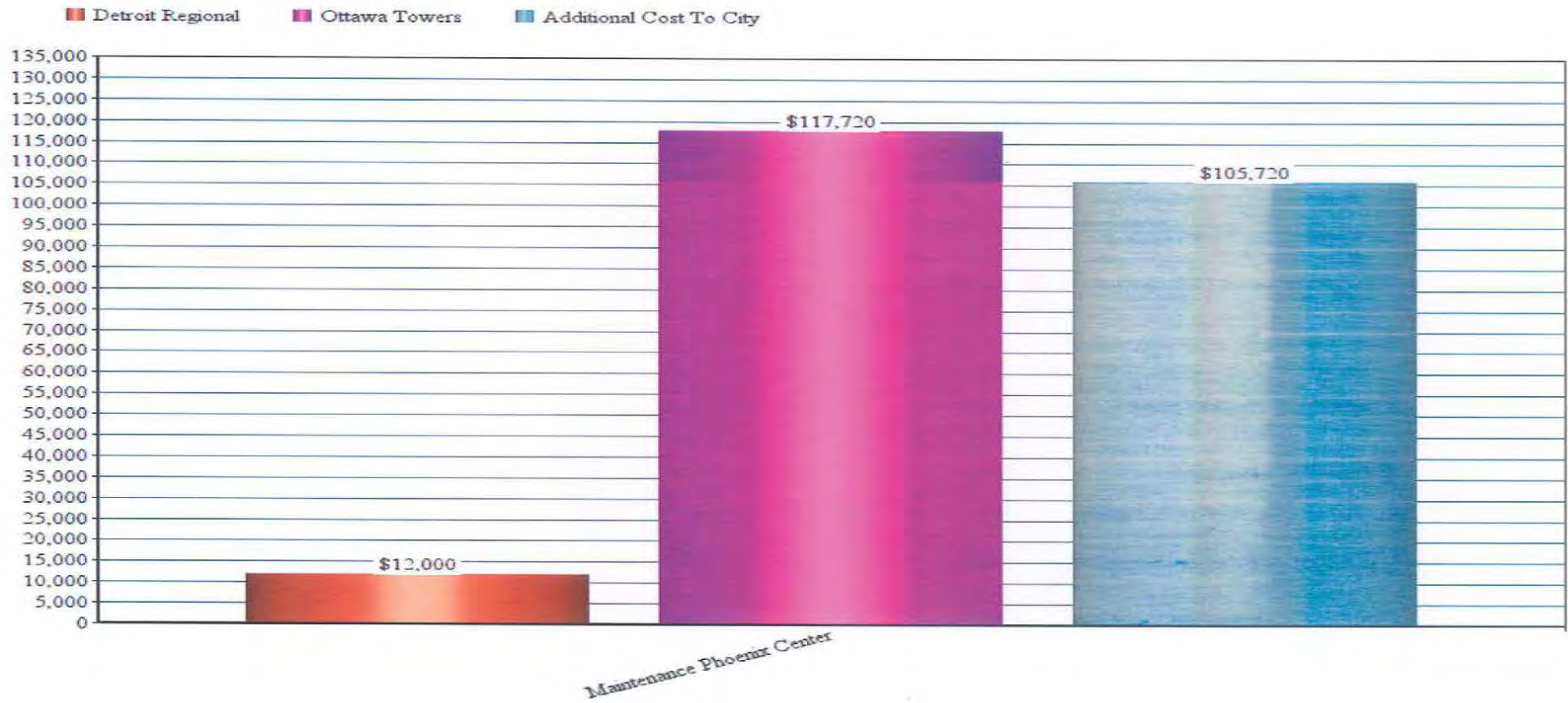
CITY OF PONTIAC

By: Deirdre Waterman
Its: Mayor

It Will Cost COP \$173,740 To Maintain Phoenix Center by Not Passing Detroit Regional Agreement



It will cost COP additional \$105,720 to Have Ottawa Towers Maintain Phoenix Center instead of Detroit Regional



Phoenix Center Pro Forma

Expenses

Rate/hr \$17 (including 40% fringe benefits)

[illegible][illegible]

Total Expenses-Ottawa Towers Contract

[illegible]

INSUFFICIENT FUNDS TO PAY ALL OF PHOENIX CENTER SETTLEMENT FROM RESERVES

General Fund Unassigned Fund Balance 07/01/2019 \$ 12,554,802

Minimum Fund Balance -15% of budgeted expenditures
of \$39,965,027 \$ (5,994,754)
\$ 6,560,048

Estimated Excess of Revenues Over Expenditures 2019-
2020 \$ 1,200,000

Available for Phoenix Center Settlement Payment \$ 7,760,048 1

Phoenix Center Settlement Required Funds \$ (19,300,000) 2

Additional funds required other sources \$ (11,539,952) 3

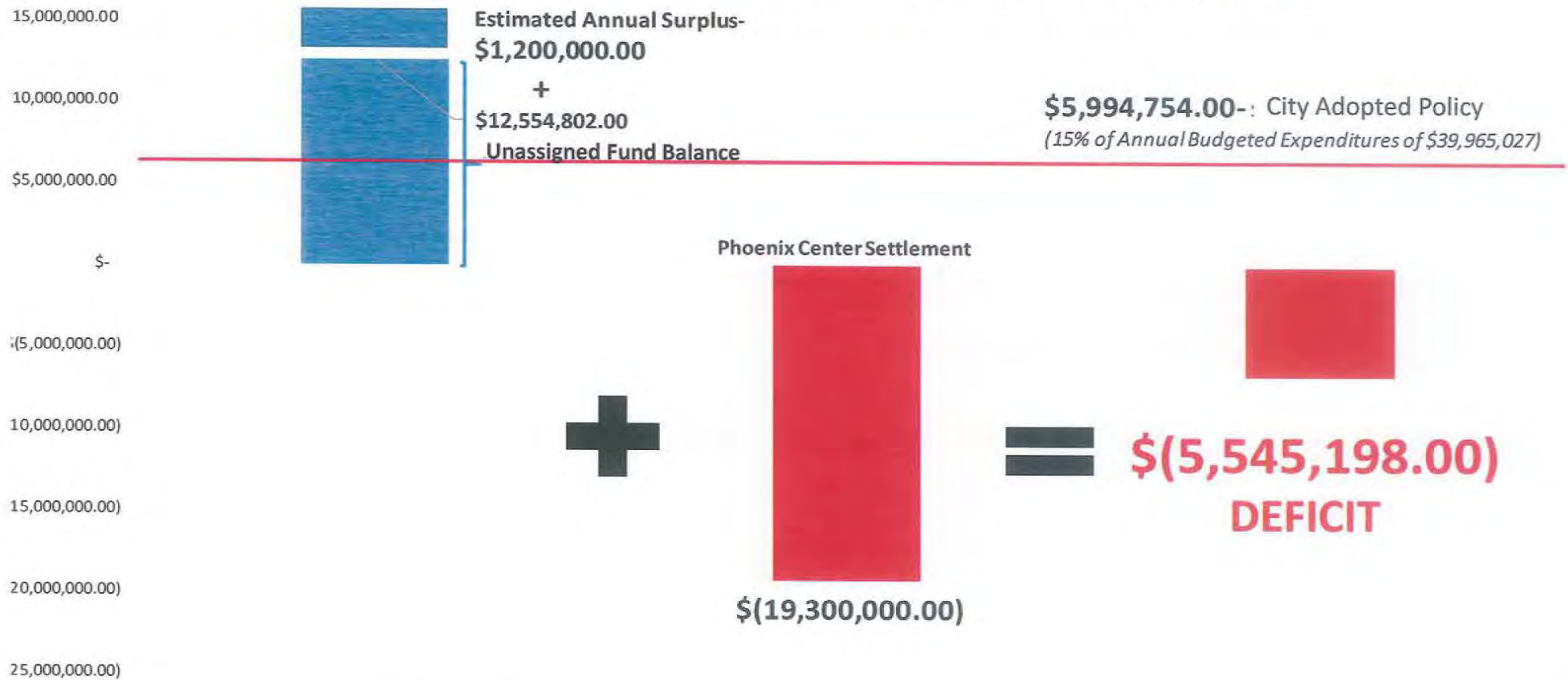
Additional Funds
Required For
Settlement
Agreement



1	\$ 7,760,048	-	2	\$ (19,300,000)	=	3	\$ (11,539,952)
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RESPONSE TO QUESTION FROM COUNCIL PRESIDENT KERMIT WILLIAMS
"WHAT HAPPENS TO CITY IF PHOENIX CENTER SETTLEMENT IS PAID ENTIRELY FROM RESERVES"

Available Fund Balance After Phoenix Center Settlement Payment



#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

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

DATE: February 11th 2020

RE: Resolution to Approve DMC Group Contract for City Hall Window
Replacements not to exceed in the amount of \$548,645.00

The Department of Public Works has publically advertised and bid the City Hall Window Replacement RFP and has presented its recommendations to both the Executive Office and the City Council.

WHEREAS,

The RFP Selection Committee has undergone its RFP selection process and have determined that DMC Consultants, Inc. are the best firm to provide the Window Replacement services requested by the city according to the RFP.

**NOW, THEREFORE, BE
IT RESOLVED,**

The Pontiac City Council authorized the Mayor to enter into an agreement with DMC Consultants, Inc. for the amount of \$548,685.00 for replacing windows at City Hall commencing February 11th 2020.

dr

Attachments.



Financial Services – Purchasing Division

NOTICE

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

Window Replacement and Installation at Pontiac City Hall:

Supplying Windows and Frames

Installation of Windows, Frames and Aluminum Panels

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

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

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

NOTICE TO BIDDERS

The City of Pontiac (City) will open sealed bids on **Thursday, November 14, 2019 at 2:00 p.m.** prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

Window Replacement and Installation at Pontiac City Hall

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, Thursday, November 14, 2019.** Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

Window Replacement and Installation At Pontiac City Hall For Opening: October 17th, 2019

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>

And at Michigan Intergovernmental Trade Network (MITN):
<http://www.bidnetdirect.com/mitn>

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

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

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

1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the Window Replacement and Installation at Pontiac City Hall will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 PM, Thursday, November 14, 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 "Window Replacement and Installation at Pontiac City Hall", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI 48342.

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

1.2 Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine all contract documents. The contract documents include:

- City of Pontiac Financial Services-Purchasing Division Notice
- Scope of Work
- Window Replacement and Installation at Pontiac City Hall
- Bid Proposal
- Specifications

Bidders 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 in the bid proposal.

1.3 Withdrawal of Bids

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 Bid Proposal

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 Basis of Award

The intention of the City is to award the contract for this work to a whose skill and financial resources are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. With this end in view, this proposal calls for a statement of the bidder's experience and ability to perform this particular class of work, and for references concerning his/her business standing and capacity. Bidders shall list the names, addresses, and phone number of references on the form provided.

Award will be made to a responsive and responsible bidder whose bid is lowest qualified bid and determined to be in the best interest of the City and in conformance with the conditions of this invitation to bid and the Purchasing Ordinance of the City. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly. The City of Pontiac reserves the right to reject low bids which have major or minor deviations from the specifications if it's in the best interest of the City.

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

A maximum of one award of contract will be made on the lowest qualified bid in the bid proposal. Bidders shall submit a quote for all items in each category, leave no blanks, and state "No Charge" where applicable. Blank spaces are considered to be no offer. Bidders may submit a quote for one or more categories. The City of Pontiac reserves the right to delete any item(s) from the award and reject any and all bids.

1.6 Bid Bond

A Bid Bond is not required.

1.7 Pre-Bid Meeting

A Pre-Bid meeting/Walkthrough will be held on Monday November 4th at 2pm In the City Hall Lion's Den.

2. TERMS AND CONDITIONS

City Contract Administrator

John Balint, City Engineer shall be the City's Contract Administrator. The City's Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

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 Severability

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:

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

Contractor is also required to file Pontiac income tax returns reporting and paying income tax on the net profits earned in the City.

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

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

2.7 Compensation and Payment

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

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

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

Payment Terms – Net 30

2.8 General Conditions

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

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

All funds must be quoted in US dollars

2.9 Quotations/Proposals

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

2.10 Minimum Qualifications

Proposers must provide the following information:

- a. Proposals will be accepted from those firms demonstrating a minimum of five (5) years of experience providing the services requested in this RFP for projects of similar scope and size.
- b. Provide proof of financial capabilities either an audited financial statement for the last three years or Dun & Bradstreet report and their Federal Employer ID number (EIN)
- c. Attach a list of employees that would be used under this contract along with proof of the proper State of Michigan driver's licenses to operate equipment to be used under this proposal. Employees must be properly trained and qualified to operate the equipment.
- d. List description of any contracts, which have been terminated. Provide the name and telephone number of the owner of such contracts.
- e. List description of all legal proceedings, lawsuits or claims, which have been filed against your firm or your employees past or present within the last Five (5) years

2.11 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.

INCREASE OR DECREASE OF QUANTITIES OF WORK

The quantities listed in these documents are estimates only, and quantities of work to be performed are subject to increase or decrease as determined by conditions encountered in the prosecution of the work

2.12 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.

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

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

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

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

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

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned by him/her for execution, certificates and policies 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.

Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

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

2.13 Performance Bond

The successful bidder may be required to execute surety bonds, with sureties acceptable to the City. One such bond may be a Performance Bond in the amount of **five hundred thousand dollars (\$500,000)**.

2.14 Bid Bond

A Bid Bond is not required.

2.15 Maintenance and Guarantee Bond

A maintenance and guarantee bond is not required.

2.16 Subcontracting

The Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Engineer. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract.

2.17 Termination for Cause

The City by written notice of default to the contractor may terminate the whole or any part of this contract for the following conditions:

- a. Fails to begin the work within the time specified in the Contract;
- b. Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work;

- c. Fails to perform the work in accordance with contract requirements or refuses to remove and replace rejected materials or unacceptable work;
- d. Discontinues the work;
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so;
- f. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
- g. Allows any final judgment to remain unsatisfied for a period of 10 days;
- h. Fails to comply with contract requirements regarding minimum wage payments;
- i. Is a party to fraud; or
- j. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

3. DESCRIPTION OF SERVICES

3.1 SCOPE OF SERVICES

The City of Pontiac is looking for a contractor/window supplier to supply complete windows and frames and to provide complete removal of existing windows and frames, handling of non-friable materials such as existing sealant and caulking around the window frame containing asbestos, installation of the new windows and frames, and aluminum panels to meet the specification. The work also includes the disposal of the removed asbestos and all the removed specified items.

Scope of Work

The scope of work includes the followings:

1. Supply a total of one hundred forty-three (143) new window and frame in accordance with the Agreement for the Work. See drawings A102, A103, A104, A105, A106, and A107.
2. Supplier is responsible to supply the new windows, and frames based on a detailed field measurements of the existing window openings taking into consideration the existing conditions.
3. Identify and label the location for each of the designated windows and frames. Provide installation drawing for each of the designated window and frame.
4. Position of the new windows and frames shall be as per existing windows and frames location and also incorporate the proposed new exterior aluminum panels. (not included in this contract to supply) See drawing A106 section 4.

5. Supplier to coordinate with City of Pontiac prior to performing any field measurement.
6. Supplier to coordinate with City of Pontiac for storage location where the new windows will be delivered and stored.
7. New windows and frame shall be delivered in containers and stored in designation area (City of Pontiac parking lots) with security locks upon completion of installation by others. Estimated installation contract period of Three months.
8. Supply a total of one hundred forty-three (143) new window and frame in accordance with the Agreement for the Work. See drawings A102, A103, A104, A105, A106, and A107.
9. Remove two hundred eighty-six (286) existing windows, frames, and all other appurtenances in one hundred forty-three window openings (143).
10. Remove and dispose of all existing window caulking, sealant and hazardous materials properly at all one hundred forty-three (143) window openings. This is to be handled and disposed of by a licensed abatement contractor prior to demolition or removal of existing windows.
11. Supply the aluminum panels per specification and contract drawings (total of 85).
12. Install new windows and frames of the ground and second floors. Total number eighty-five (85). Install new windows and frames of the first floor with. Total number fifty-eight (58).
13. Contractor shall apply new interior and exterior sealant to new windows per specification and contract drawings. Sealant shall be weather tight.
14. Install new window exterior sills. Patch and paint interior sills, jamb and head as necessary to match surroundings color, finish, and texture.
15. Any damage to windows, and frames is to be replaced at the installation contractor's expense. Contractor will provide all other required materials related to work.
16. Install the new aluminum panels on top of existing aluminum panels and seal weather tight between new windows & panels. See contract specification and contract drawings.
17. Re-route existing wiring/cords that travel through windows. Coordinate with Pontiac City hall maintenance department.
18. Remove A/C window type units & stored per owner's direction.
19. Remove and salvage existing drop box and reinstall after installation of new window. Insulated panels shall be used in this window.

20. HVAC duct going through window to be remained. New window configuration and type to be coordinated with Client.

21. Windows frames, glass and glazing to be installed will be stored at the City of Pontiac City Hall Parking lots.

3.2 NON-ASSIGNMENT OR TRANSFER

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

3.3 CITY RULES

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

3.4 TERM OF CONTRACT

The proposed contract shall be for six (6) months, May 2020 to October 2020. Extensions to the contract may be granted through written approval by the City of Pontiac. The cost charged to the city for the services listed herein are at a fixed cost and any additional time needed to complete the Scope of Work detailed shall not automatically accrue additional cost for the city.

3.5 PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

THIS ENDS THE ABOVE SECTION
FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan

_____, 2019

To All Here Present:

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

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.



City of Pontiac
Window Replacement at City Hall

Bid Proposal
September, 2019

Item No.	Description	Quantity	Unit Price	Amount
----------	-------------	----------	------------	--------

A. Field measurement of existing

Window opening for new
Window and frames.

143

\$ _____ each

\$ _____

Unit Price in words _____ each

Total amount in words _____

B. Ultra Thermal Single Hung Aluminum windows with 1 "

Overall insulated glass unit
Of 1/4" lites.

143

\$ _____ each

\$ _____

Unit price in words _____ each

Total amount in words _____

C. Removal of existing windows

And frames. (Two windows in
Each opening)

286

\$ _____ each

\$ _____

Unit Price in words _____ each

Total amount in words _____

D. Removal of existing sealants and caulking.

(By Abatement Contractor)

LS (143 opening) \$ _____ each

\$ _____

Unit price in words _____ each

Total amount in words _____

E. Supply new aluminum panels

85

\$ _____ each \$ _____

Unit Price in words _____ each

Total amount in words _____



City of Pontiac
Window Replacement at City Hall

Bid Proposal
September, 2019

Item No.	Description	Quantity	Unit Price	Amount
F.	Install new windows and frames. Complete with all sealant and as needed painting and interior patching to match existing per specification and contract drawings.	143	\$ _____ each	\$ _____
Unit Price in words _____ each				
Total amount in words _____				

G.	Install new aluminum panels. Complete with all sealant and as			
Needed.		85	\$ _____ each	\$ _____
Unit Price in words _____ each				
Total amount in words _____				

Quantities listed are actual in the Bid Proposal of the executed contract. The Contractor shall be paid based on the actual units delivered.

I, the undersigned, proposed to provide services proposed in this contract per the 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. All equipment described herein shall be delivered to the successful bidder of the 2014 Streetlight Installation contract as directed by the City of Pontiac, City Engineer.

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

FIRM NAME: _____ DATE: _____

BY: _____
Signature

BY: _____
Name and Title (print or type)

ADDRESS: _____
Street City State Zip Code

PHONE: _____ FAX: _____

EXPERIENCE AND REFERENCES

The proposer must list number of clients the firm is currently providing services similar to the work described in the scope of work of this proposal.

Public Entities:

Private Entities:

Provide a list of references indicating organizations for which you have performed similar work and contract amount within a period of not less than five (5) years.

Agency	
Address	
Contact Person & Phone/Email	
Contract Description & Date	

Agency	
Address	
Contact Person & Phone/Email	
Contract Description & Date	

Agency	
Address	
Contact Person & Phone/Email	
Contract Description & Date	

Agency	
Address	
Contact Person & Phone/Email	
Contract Description & Date	

Agency	
Address	
Contact Person & Phone/Email	
Contract Description & Date	

List of Equipment Intended to Perform Scope of Work

[illegible]

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 five (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.

CITY OF PONTIAC - BID PROPOSAL

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

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

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX# _____

Federal Tax Identification Number: _____

Date: _____

CONTRACT FOR [TYPE OF SERVICE]

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

2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide [TYPE OF SERVICE] to the City (see Scope of Services below).

3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform [TYPE OF SERVICE] in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

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

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

[INSERT PAYMENT TERMS PER CONTRACT]

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

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

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

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

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

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard

communication program, which is to be made available for workers or their designated representatives.

- b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
- c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

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

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide [TYPE OF SERVICE].

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

[INSERT SPECIFICS OF RFP HERE]

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or

otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.
- 6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
 - a) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability

Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.

- b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- c) Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers.
- e) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
- f) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
- g) Expiration of Policies: If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.
- h) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services, In addition, the towing Contractor shall cover all costs incurred by the City in defense

of any litigation covered under this letter of contract, including attorney fees and court costs.

- i) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
 - j) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise

protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.

- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

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

- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

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

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
 - b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
 - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.
- 11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except

claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.

- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- 14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.
- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly

or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.

19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any

term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.

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

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

28) Termination for convenience clause.

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

29) Termination for default clause.

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

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

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

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

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

- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

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

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

- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

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

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

[CONTRACTOR]

Sign: _____

DATE

Print: _____

Title: _____

City of Pontiac

DATE

Sign: _____

Print: _____

Title: _____

Pre BID SIGN-IN SHEET

Company	Address/City	Representative	E-Mail
Right Way Remodeling	4407 Center St Saginaw	Lloyd Whitaker	Lloyd.whitaker@yahoo.com Office Rightway@gmail.com
comments: Asbestos Contractor			
ENDLESS REMODEL	10330 HAWTHORNE AVE WHITEHALL MI	Harold G. Gorman	HAROLD.G.GORMAN@ENDLESSREMODEL.NET
comments:		Ph: 248-305-8181	Fax: 248-305-8183
FIRST CONTRACTING	701 S Main St Ovid, MI	Will McNamee	bill@firstcontracting.net
comments:		Ph: 989-834-1500	Fax:
ATOG	155 Centre Avenue Hts	Paul M. Knefel	knemur@atog.com
comments:		Ph: 248-852-6445	Fax:
Graham Arch Products	1155 Mt-Rose Ave York, PA 17403	Jim Barbour	jbarbour@grahamwindows.com
comments:		Ph: 586-530-9867	Fax:
CROSS RENOVATION	34133 SOMERSET DR LANSING	Matt Spisak	
comments:		Ph: 734-331-5061	Fax: matt@crossrenovation.com
MAAN SMOKA Benesch	615 Griswold St Detroit	Maan Smoka	msmoka@benesch.com
comments:		Ph:	Fax:

Name/Work Activity of RFP: City Hall Window Replacement & Installation

Present: Jessica Massey, Purchasing Agent

Present: _____ Date: 11/15/2019 at 2:00 pm

Opened by: _____

BID TALLY

ACTIVITY: Window Replacement at City Hall
 DATE: 1/13/2019
 TIME: 2:00 PM

	EGD Glass and Door, LLC	DMC Consultants
Bid Bond Received	X	X
Item No. A	\$ 5,000.00	\$ 2,145.00
Item No. B	\$ 336,000.00	\$ 257,400.00
Item No. C	\$ 22,000.00	\$ 21,450.00
Item No. D	\$ 93,000.00	\$ 79,365.00
Item No. E	\$ 52,000.00	\$ 46,750.00
Item No. F	\$ 96,000.00	\$ 75,075.00
Item No. G	\$ 34,000.00	\$ 45,050.00
Item No. H	\$ 21,450.00	\$ 21,450.00
Total	\$ 559,450.00	\$ 548,685.00

Witness: Kiearha Davidson, HR Manager

Witness: Dan Ringo, Interim DPW Director

Witness:

Opened by: Sheila Grandison, Deputy City Clerk



LETTER OF TRANSMITTAL

January 13, 2019

City of Pontiac,
47450 Woodward Ave.,
Pontiac, MI 48342

Subject: Competitive Sealed Bid (Informal) City Hall Window Replacement and Installation

Dear Sir/Madam,

DMC Consultants, Inc. (DMC) appreciates this opportunity to respond to this Competitive Sealed Bid for the City Hall Replacement and Installation project.

DMC is an S-Corporation incorporated in 2005 for Profit in the State of Michigan, and is current with all its Federal, State, and Local Taxes. The Federal Tax Identification number for DMC is 20-3761128. DMC has been providing general construction services for the past 14 years, and is headquartered at 13500 Foley Street, Detroit, MI 48227. The average number of employees employed in DMC for the past 3 years is 40, and the key employees of the corporation are:

Mike Chaudhary, President/CEO - 313-491-1815 Ext. 22 Mike@dmcgroupusa.com
Billy Verschaste, Manager - Site Work - 313-491-1815 Ext. 31
Harley Brown, Manager - Demolition - 313-491-1815 Ext. 44
Dan Gharia, Chief Estimator/QA/QC - 313-491-1815 Ext. 27
Robert Fox, Manager Accounts/Finance - 313-491-1815 Ext. 28

We specialize in providing General Construction, Consulting, Environmental Remediation, and Demolition services. DMC has extensive experience with site work and heavy equipment. We have the team, equipment, and experience to finish the project within budget and on schedule.

DMC is licensed as:

- Residential Builder
- Wrecking Contractor
- US EPA RRP Contractor
- Lead Abatement Contractor
- Asbestos Abatement Contractor

DMC is certified as:

- Detroit Headquartered Business (DHQ)

Consulting • Construction • Environmental • Demolition

Corporate Office 13500 Foley Street, Detroit, MI 48227 P 313. 491. 1815 F 313. 491. 1820 Web www.dmcgroupusa.com



- Small Business Enterprise (SBE)
- Minority Owned Business (MBE)
- MDOT certified Disadvantaged Business Enterprise (DBE)
- HUD Section 3 Company for Tri-County
- US SBA HUBZone
- US SBA certified 8(a) DBE

Some clients where we have provided similar services:

- Dearborn Public Schools
- City of Wyandotte
- City of Ann Arbor Housing Commission

DMC has thoroughly reviewed the scope of services set forth in this Competitive Sealed Bid and clearly understands the goals for this project. We are also aware of the importance of community outreach and the timeline requirements for this project.

We are confident that we meet all the requirements for this Invitation to Bid and feel we are an excellent candidate for performing the outlined work for the following reasons:

- DMC owns/has access to all equipment and tools required for this RFQ
- DMC has its office and large warehousing facility in close vicinity of the project
- We have understood the Scope of Services and take no exceptions to the outlined scope
- DMC has no legal proceedings for any contracts or awards of similar programs
- Till date, DMC does not have any contract terminations on any program.

Please find attached herewith the information requested in the Competitive Sealed Bid for the City Hall Window Replacement and Installation project.

We further confirm that this submitted proposal will remain firm for a period of ninety (90) days from its due date and thereafter until DMC withdraws it, a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.

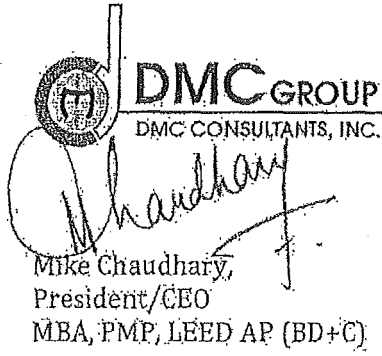
We are confident that the attached proposal meets or exceeds the required contractor qualifications, and we hope to be selected as the contractor for this project.

Meanwhile, if you require additional information, please feel free to contact me at 313-491-1815 Ext. 22.

Thanks,

Consulting • Construction • Environmental • Demolition

Corporate Office 13500 Foley Street, Detroit, MI 48227 • P 313. 491. 1815 F 313. 491. 1820 Web www.dmcgroupusa.com



Mike Chaudhary,
President/CEO
MBA, PMP, LEED AP (BD+C)

Consulting • Construction • Environmental • Demolition

Corporate Office: 13500 Foley Street, Detroit, MI 48227 P 313. 491. 1815 F 313. 491. 1820 Web www.dmcgroupusa.com

21. Windows frames, glass and glazing to be installed will be stored at the City of Pontiac City Hall Parking lots.

3.2 NON-ASSIGNMENT OR TRANSFER

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

3.3 CITY RULES

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

3.4 TERM OF CONTRACT

The proposed contract shall be for ~~Six (6) months, May 2020 to October 2020~~. Extensions to the contract may be granted through written approval by the City of Pontiac. The cost charged to the city for the services listed herein are at a fixed cost and any additional time needed to complete the Scope of Work detailed shall not automatically accrue additional cost for the city.

3.5 PROGRESS PAYMENTS/RETAINAGE

~~This contract is not subject to progress payments or retainage.~~

THIS ENDS THE ABOVE SECTION
FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan

November 22, 2019

To All Here Present:

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

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: 1 & 2 Dated: 10/31/2019 & 11/20/2019

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.



City of Pontiac
Window Replacement at City Hall

Bid Proposal
September, 2019

Item No.	Description	Quantity	Unit Price	Amount
----------	-------------	----------	------------	--------

A. Field measurement of existing

Window opening for new
Window and frames. 143 \$ 15.00 each \$ 2,145.00

Unit Price in words Fifteen dollars each

Total amount in words Two thousand one hundred forty-five dollars

B. Ultra Thermal Single Hung Aluminum windows with 1 "

Overall insulated glass unit
Of 1/4" lites. 143 \$ 1,800.00 each \$ 257,400.00

Unit price in words One thousand eight hundred dollars each

Total amount in words Two hundred fifty-seven thousand four hundred dollars

C. Removal of existing windows

And frames. (Two windows in 286 \$ 75.00 each \$ 21,450.00
Each opening)

Unit Price in words Seventy-Five dollars each

Total amount in words Twenty-one thousand four hundred fifty dollars

D. Removal of existing sealants and caulking.

(By Abatement Contractor) LS (143 opening) \$ 555 each \$ 79,365.00

Unit price in words Five hundred fifty-five dollars each

Total amount in words Seventy-nine thousand three hundred sixty-five

E. Supply new aluminum panels 85 \$ 550.00 each \$ 46,750.00

Unit Price in words Five hundred fifty dollars each



City of Pontiac
Window Replacement at City Hall

Bid Proposal
September, 2019

Item No.	Description	Quantity	Unit Price	Amount
----------	-------------	----------	------------	--------

Total amount in words Forty-six thousand seven hundred fifty dollars

F. Install new windows and frames.

Complete with all sealant and as needed
painting and interior patching to match
existing per specification and
contract drawings.

143	\$ 626.00 each	\$ 76,978.00
-----	----------------	--------------

Unit Price in words Five hundred twenty-five dollars each

Total amount in words Seventy-five thousand seven hundred fifty dollars

G. Install new aluminum panels.

Complete with all sealant and as

Needed.	85	\$ 530.00 each	\$ 45,080.00
---------	----	----------------	--------------

Unit Price in words Five hundred thirty dollars each

Total amount in words Forty-five thousand fifty dollars

Quantities listed are actual in the Bid Proposal of the executed contract. The Contractor shall be paid based on the actual units delivered.

I, the undersigned, proposed to provide services proposed in this contract per the 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. All equipment described herein shall be delivered to the successful bidder of the 2014 Streetlight Installation contract as directed by the City of Pontiac, City Engineer.

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



ADDENDUM NO. 1
TO THE REQUEST FOR QUALIFICATIONS FOR

City Hall Window Replacement and Installation

The following modifications are to be incorporated into the request for proposals and contract documents for the above referenced project:

Changes to the Documents: Bid opening date has changed, Scope of work, Progress Payments/Retainage, Basis of award, Additional bid item

Notice to Bidders (Page 2)

The City of Pontiac (City) will open sealed bids on **Monday, January 13, 2020 at 2:00 p.m.** Prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for

Basis of Award (Page 4)

Interviews will be conducted on January 21st as part of the evaluation process to determine the contractor.

Scope of work (Page 11)

4. Position of the new windows and frames shall be as per existing windows and frames location and also incorporate the proposed new exterior aluminum panels. ~~(Not included in this contract to supply)~~ See drawing A106 section 4.

22. Weekly reporting of air monitoring results to be provided to the City.

Progress Payments/Retainage (Page 13)

Subject to Net30 Pay terms

(Page 16)

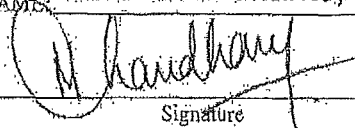
H. Air Monitoring	Qty.	Unit Price	Amt.
Cost per window	286	\$ 75.00 each	\$ 21,450.00

Unit Price in words Seventy-five dollars each

Total amount in words Twenty-one thousand four hundred fifty dollars

All other terms and conditions of the remaining Request for Proposals remain the same.

Jessica Massey
Purchasing Agent
City of Pontiac
JMasse@pontiac.mi.us
248-758-3120

FIRM NAME: DMC Consultants, Inc. DATE: 1/9/2020
BY: 
Signature
BY: Manish Chaudhary; President, CEO
Name and Title (print or type)
ADDRESS: 13500 Foley Street, Detroit, MI 48227
Street City State Zip Code
PHONE: (313)491-1815 FAX: (313)491-1820

EXPERIENCE AND REFERENCES

The proposer must list number of clients the firm is currently providing services similar to the work described in the scope of work of this proposal.

Public Entities: 4

Private Entities: 0

Provide a list of references indicating organizations for which you have performed similar work and contract amount within a period of not less than five (5) years.

Agency	Dearborn Public School-Lowrey Schools
Address	6601 Jonathan St. Dearborn 48126
Contact Person & Phone/Email	Marco Silveri // (248)591-0360 // marco@silveri.com
Contract Description & Date	Removal, asbestos abatement, and installation of 687 windows and shades

Agency	The Fourmidable Group (Royal Oak Hsg. Comm)
Address	32500 Telegraph Road #100, Bingham Farms, MI 48025
Contact Person & Phone/Email	Sabrina Gaddy-Bollinger // (248) 593-4600
Contract Description & Date	Removal and installation of 275 aluminum windows and security screens

Agency	National Church Residences
Address	Clark East Tower - 1550 E. Clark, Ypsilanti, MI 48198
Contact Person & Phone/Email	Kelth Dippel // (262)432-0500
Contract Description & Date	Removal and replacement of 293 aluminum windows on high-rise towers

Agency	City of Wyandotte
Address	3200 Biddle, Suite 200, Wyandotte, MI 48192
Contact Person & Phone/Email	Jesus R. Plasencia // (734)324-4558 // jplasencia@wyandottemi.gov
Contract Description & Date	New construction of Vinewood Village and single-family homes

Agency	City of Ann Arbor Housing Commission
Address	727 Miller Avenue, Ann Arbor, MI 48103
Contact Person & Phone/Email	Purchasing Department // (734)794-6720
Contract Description & Date	Removal and replacement of 142 aluminum windows on high-rise tower

List of Equipment Intended to Perform Scope of Work

Negative Air Machines, Showers,
Generators, Sky Tracks/Cherry
Picker, Ladders, Compressors,
Storage Box for Windows

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 five (5) years:

- 1) Project Title: I-75 Environmental Mitigation Program
Project Location: Several locations in Southwest Detroit, MI
Client's name: City of Detroit Housing
Contact name, title, and telephone number: Robert Bilderbeck
Construction Superintendent - (313)628-2238
- 2) Project Title: Freedom Village
Project Location: 2412-2430 Faber Street, Hamtramck, MI
Client's name: Wayne Metropolitan Community Action Agency
Contact name, title, and telephone number: John Carmody
On-going (313)463-5468
- 3) Project Title: Window Replacement for Various Fire Houses
Project Location: Several locations throughout City of Detroit
Client's name: City of Detroit
Contact name, title, and telephone number: Latrece Yelder,
Contracting Specialist - (313)833-7294 (Awarded, awaiting NTP)

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

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 five (5) years:

1) Project Title: Lead Hazard Remediation

Project Location: State of Michigan - Various locations

Client's name: State of Michigan - DHHS

Contact name, title, and telephone number: Chad Rhodes

Regional Field Consultant - (517)599-6737

2) Project Title: LHR/MHR - Construction Services

Project Location: City of Detroit

Client's name: City of Detroit Planning & Development Department

Contact name, title, and telephone number: Connie Reno

Supervisor - (313)224-9081 - [Replaced over 4000 windows since 2009]

3) Project Title: Healthy Homes Program

Project Location: Several locations in Wayne County

Client's name: Wayne County Dept. of Health and Human Services - Veterans services

Contact name, title, and telephone number: Waddah Saeed

Program Manager - (734)727-2209

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

CITY OF PONTIAC - BID PROPOSAL

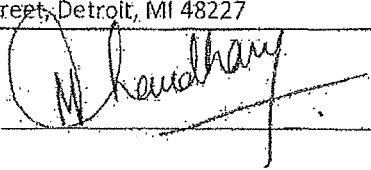
I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

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: DMC Consultants, Inc.

Address: 13500 Foley Street, Detroit, MI 48227

Representative Signature: 

Print Name: Manish Chaudhary

Title: President, CEO

Office # (313)491-1815

Cell # (313)673-1657

FAX# (313)491-1820

Federal Tax Identification Number: 20-3761128

Date: 1/10/2020

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2016

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

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Alan C. Young & Associates, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

7310 Woodward Ave, Suite 740
Detroit, MI 48202

(313) 873-7500 (Tel.)
(313) 873-7502 (Fax)
www.alancyoung.com

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of
DMC Consultants, Inc.
d/b/a DMC Construction, Inc.
Detroit, Michigan

We have reviewed the accompanying financial statements of DMC Consultants, Inc. d/b/a DMC Construction, Inc. (a Michigan S Corporation) (the Corporation), which comprise the balance sheet as of December 31, 2016, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Corporation management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our report.

Accountant's Conclusion

Based on our review, except for the issue mentioned in the Known Departure from Accounting Principles Generally Accepted in United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Known Departure from Accounting Principles Generally Accepted in the United States of America

As disclosed in Note 6 to the financial statements, accounting principles generally accepted in the United States of America require the primary beneficiary of a variable interest entity to consolidate the variable interest entity in its financial statements. Management has informed us that the Corporation's financial statements do not include the accounts of DMC Property Management, LLC and C & A Contractors, Inc. that the Corporation has determined are variable interest entities and in which the Corporation holds a variable interest and is the primary beneficiary. The effects of this departure from accounting principles generally accepted in the United States of America on the financial position, results of operations, and cash flows have not been determined.

Supplementary Information

The supplementary information included in Schedules I, II, and III is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information, and based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

Alan C. Young & Assoc.

Detroit, Michigan
April 14, 2017

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Balance Sheet
December 31, 2016

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents (Note 3)	\$ 44,028
Accounts Receivable - Trade, Net	969,615
Other Assets	30,489
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts (Note 7)	466,385
Total Current Assets	1,510,517

PROPERTY AND EQUIPMENT (Note 4)

Furniture and Fixtures	48,389
Computer and Software	80,664
Machinery & Equipment	2,016,067
Automobiles	241,895
Building Improvements	673,486
	3,060,501
Less: Accumulated Depreciation and Amortization	1,160,241
Total Property & Equipment	1,900,260
TOTAL ASSETS	\$ 3,410,777

See accompanying notes and Independent accountant's review report.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Balance Sheet (Continued)
December 31, 2016

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts Payable	\$ 698,873
Accounts Payable-Related Party	8,500
Accrued Expenses and Other Payables	21,383
Notes Payable - Current Portion (Note 8)	409,751
Total Current Liabilities	<u>1,138,507</u>

LONG TERM DEBT

Notes Payable Net of Current Portion (Note 8)	402,237
Total Long-Term Debt	<u>402,237</u>
Total Liabilities	<u>1,540,744</u>

STOCKHOLDERS' EQUITY

Common Stock, 100,000 Shares Authorized, \$1 Par Value, 68,000 Shares Issued and Outstanding	68,000
Additional Paid In Capital	142,000
Retained Earnings	1,660,033
Total Stockholders' Equity	<u>1,870,033</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 3,410,777</u>
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See accompanying notes and independent accountant's review report.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Statement of Income and Retained Earnings
Year Ended December 31, 2016

CONTRACT REVENUE	
Construction Revenue	\$ 7,858,512
Total Revenue	<u>7,858,512</u>
COST OF REVENUE	
Related Job Cost	<u>6,109,317</u>
GROSS PROFIT	<u>1,749,195</u>
SELLING, GENERAL AND ADMINISTRATIVE EXPENSE	<u>1,212,561</u>
INCOME FROM OPERATIONS	<u>536,634</u>
OTHER (INCOME) AND EXPENSES	
Interest Expenses	25,318
Depreciation	402,595
Other Income	(14,237)
Loss on Disposal of Fixed Assets	<u>4,321</u>
Total of Other (Income) and Expenses	<u>417,997</u>
Net Income	118,637
Less: Shareholders Withdrawal	(184,030)
Retained Earnings - Beginning of Year	<u>1,725,426</u>
Retained Earnings - End of Year	<u>\$ 1,660,033</u>

See accompanying notes and independent accountant's review report.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Statement of Cash Flows
Year Ended December 31, 2016

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ 118,637
Adjustments to Reconcile Net Income to Net Cash Used in Operating Activities	
Depreciation	402,595
Loss on Disposal of Assets	4,321
Change in Accounts Receivable	353,390
Change in Other Assets	(27,279)
Change in Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	154,611
Change in Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	(72,191)
Change in Accounts Payable	(619,528)
Change in Accounts Payable-Related Party	8,500
Change in Accrued Expenses and Other Payable	(63,424)
Net Cash Provided By Operating Activities	259,632

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Fixed Assets	(700,914)
Net Cash Used in Investing Activities	(700,914)

CASH FLOW FROM FINANCING ACTIVITIES

Cash from Notes Payable	362,423
Repayment of Notes Payable	(341,748)
Shareholders Withdrawals	(184,030)
Net Cash Used in Financing Activities	(163,355)

Net Change in Cash and Cash Equivalents	(604,637)
Cash and Cash Equivalents at Beginning of the Year	648,665

Cash and Cash Equivalents at End of the Year	\$ 44,028
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SUPPLEMENT DISCLOSURE

Interest Paid	\$ 25,318
---------------	-----------

See accompanying notes and Independent accountant's review report.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements
December 31, 2016

1) ORGANIZATION

DMC Consultants, Inc. d/b/a DMC Construction, Inc. (the Corporation) was incorporated on November 10, 2005 under the Business Corporation Act of Michigan to provide management, engineering and technical consulting services; design, construction, operating, maintenance services, management and IT consulting services.

2) SIGNIFICANT ACCOUNTING POLICIES

It is the Corporation's policy to apply generally accepted accounting principles in presenting its financial statements. In this connection, the more significant policies of the Corporation are described below:

Revenue and Cost Recognition

Revenue from fixed-price construction contracts are recognized on the percentage of completion method measured by the percentage of cost incurred to date to estimated total cost for each contract. This method is used because management considers total costs to be the best available measure of progress on these contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material, subcontractors and labor costs and all other indirect costs related to contract performance. General and administrative costs are charged to expenses as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions and estimated profitability, including those arising from settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

The Asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The Liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Property and Equipment

Property and equipment is stated at cost. The costs of additions and betterments are capitalized and expenditures for repairs and maintenance are expensed in the period incurred. When items of property and equipment are sold or retired, the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2016

2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment (Continued)

Depreciation and amortization of property and equipment is provided utilizing the straight-line method over the estimated useful lives of the respective assets as follows:

Building and Building Improvements	31.5 years
Furniture and Fixtures	5-7 years
Machinery and Equipment	5 years
Computer and Software	3 years

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement utilizing the straight-line method.

Income Taxes

The Corporation, with the consent of its stockholders, has elected to be taxed under the Internal Revenue Code as an S Corporation. In lieu of corporate income taxes, the stockholders of an S Corporation are taxed on their proportionate share of the Corporation's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

Accounting for uncertainty in income tax items

The Corporation has analyzed tax positions taken for filing with the Internal Revenue Service and state jurisdiction where it operates. The Corporation believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in material adverse effect on the financial condition, result of operations or cash flows. Accordingly, the Corporation has not recorded any reserves or related accruals for interest and penalties for uncertain income tax positions at December 31, 2016. The Corporation is subject to routine audits by taxing jurisdiction; however, there are currently no audits for any tax periods in progress.

Use of Estimates

The process of preparing financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues and expenses. Such estimates relate primarily to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

Material estimates that are particularly susceptible to significant change in the near term are percentage of completion estimates on all contracts, and provisions for losses on accounts receivable.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2016

2) **SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Cash Equivalents

For financial statement purposes, the Corporation considers all highly liquid instruments with a maturity of three months or less to be cash equivalents.

Compensated Absences

Employees of the Corporation are entitled to paid vacation, paid sick days and personal days off, depending on the job classification, length of service and other factors. No liability has been recorded in the accompanying financial statements as it is the Corporation's policy to recognize the costs of compensated absences when actually paid to the employees. Upon termination, employees are not compensated for any unused time.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. If needed, management provides for probable uncollectible amounts through a charge to earnings and a credit to an allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. There was no allowance for doubtful accounts for the year ended December 31, 2016.

3) **CONCENTRATION OF CREDIT RISK**

Financial instruments that potentially subject the Corporation to concentrations of credit risk consist principally of contracts receivable.

Net sales for the year ended December 31, 2016 include sales to one major customer, which accounted for 10% or more of the total net sales of the Corporation, as follows:

<u>Customer</u>	<u>Percent of Sales</u>	<u>Receivable at December 31, 2016</u>
Detroit Land Bank	77.00%	\$ 835,880
	77.00%	\$ 835,880

Total bank deposits as of December 31, 2016 are \$298,070, of which \$47,082 were uninsured under the Federal Deposit Insurance Corporation (FDIC).

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2016

4) PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

Description	Balance at 12/31/2015	Additions	Disposal	Balance at 12/31/2016
Furniture and Fixtures	\$ 48,103	\$ 286	\$ -	\$ 48,389
Machinery & Equipment	1,529,425	488,642	-	2,016,067
Computer & Software	70,981	9,683	-	80,664
Automobiles	241,749	49,023	(48,877)	241,895
Building Improvement	518,206	155,280	-	673,486
Total Cost of Fixed Assets being Depreciated	2,408,464	700,914	(48,877)	3,060,501
Accumulated Depreciation	802,202	402,595	(44,556)	1,160,241
Total Fixed Assets being Depreciated - Net	<u>\$1,606,262</u>	<u>\$ 298,319</u>	<u>\$ (4,321)</u>	<u>\$ 1,900,260</u>

Depreciation expense for the year ended December 31, 2016 was \$402,595.

5) COMMITMENTS AND CONTINGENCIES

The Corporation buys commercial insurance for certain insurable risks such as general liability, directors and officers, property damage and workers' compensation. The Corporation's risk in each of these insured risk categories is limited to deductible amounts for each category, both individually and in aggregate.

6) RELATED PARTY AND VARIABLE INTEREST ENTITY TRANSACTIONS

The shareholders of the Corporation are also the shareholding members of the DMC Property Management, LLC, (the LLC), a Limited Liability Corporation, and C & A Contractors, Inc. (S. Corp.) and Tyler Street Investment, LLC. The Corporation has a property lease agreement with the DMC Property Management, LLC, under which, the total lease payments during the year were \$42,500.

Consolidation Rules: The Corporation is required to consolidate certain "variable interest entities" under accounting principles generally accepted in the United States of America. The LLC as well as the S. Corp has been identified as a variable interest entity that is required to be consolidated with the Corporation under these rules. However, the financial statements do not consolidate these variable interest entities as required by accounting principles generally accepted in the United States of America. The effects of this departure from GAAP have not been determined.

However, these financial statements include the accounts of DMC Consultants, Inc. d/b/a DMC Construction, Inc. and Tyler Street Investment, LLC, collectively referred as "The Corporation". All material inter-company transactions have been eliminated in combination.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2016

7) **COST AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS**
CONTRACTS IN PROCESS

These amounts are included in the accompanying balance sheet under the following captions:

A summary of contracts in process is as follows:

Accumulated Cost on Contracts	\$1,237,721
Estimated Gross Profit Recognized	191,132
	<u>1,428,853</u>
Less: Related Accumulated Billing	<u>962,468</u>
	<u>\$ 466,385</u>
Cost and Estimated Earnings in Excess of Billings on Uncompleted Contracts	\$ 466,385
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts	<u> </u>
	<u>\$ 466,385</u>

8) **NOTES PAYABLE**

Notes Payable of the Corporation consist of the following:

	<u>2016</u>
Installment agreement, dated May 27, 2014, repayable in 48 payments of \$2,637.66, at a rate of 4.5% per year, secured by equipment. The last installment is due on May 27, 2018.	\$ 43,179
Installment agreement, dated May 27, 2014, repayable in 48 payments of \$2,157.97, at a rate of 4.5% per year, secured by vehicle. The last installment is due on May 27, 2018.	35,327
Installment agreement, dated May 27, 2014, repayable in 48 payments of \$1,328.90, at a rate of 4.5% per year, secured by equipment. The last installment is due on May 27, 2018.	<u>21,754</u>
Installment agreement, dated May 27, 2014, repayable in 48 payments of \$359.66, at a rate of 4.5% per year, secured by vehicle. The last installment is due on May 27, 2018.	<u>5,888</u>

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2016

8) NOTES PAYABLE – (Continued)

Installment agreement, dated June 6, 2014, repayable in 48 payments of \$1,845.18, at a rate of 7.45% per year, secured by vehicle. The last installment is due on June 6, 2018.	\$ 31,367
Installment agreement, dated August 9 2014, repayable in 48 payments of \$996.69, at a rate of 4.5% per year, secured by vehicle. The last installment is due on August 9, 2018.	19,106
Installment agreement, dated August 21 2014, repayable in 48 payments of \$1,450.81, at a rate of 4.5% per year, secured by vehicle. The last installment is due on August 21, 2018.	27,811
Installment agreement, dated October 23 2014, repayable in 48 payments of \$1,420.37, at a rate of 4.5% per year, secured by vehicle. The last installment is due on October 23, 2018.	29,901
Installment agreement, dated June 2 2014, repayable in 48 payments of \$880.58, at a rate of 4.5% per year, secured by vehicle. The last installment is due on June 2, 2018.	15,241
Installment agreement, dated June 4, 2014, repayable in 47 payments of \$2,817.30, at a rate of 5.10% per year, secured by equipment. The last installment is due on May 4, 2018.	43,721
Installment agreement, dated August 8, 2014, repayable in 48 payments of \$522.21, at a rate of 4.5% per year, secured by equipment. The last installment is due on July 18, 2018.	9,559
Installment agreement, dated December 19, 2014, repayable in 48 payments of \$4,586.92, at a rate of 4.5% per year, secured by equipment. The last installment is due on December 19, 2018.	105,090
Installment agreement, dated July 24, 2015, repayable in 47 payments of \$1,425.00, at a rate of 3.040% per year, secured by equipment. The last installment is due on June 24, 2019.	39,097
Installment agreement, dated July 24, 2015, repayable in 47 payments of \$730.00, at a rate of 3.040% per year, secured by equipment. The last installment is due on June 24, 2019.	20,064
Installment agreement, dated May 6, 2015, repayable in 24 payments of \$198.75, at a rate of 0% per year, secured by equipment. The last installment is due on May 5, 2017.	994
Installment agreement, dated September 30, 2015, repayable in 48 payments of \$1,113.13, at a rate of 4.45% per year, secured by equipment. The last installment is due on August 30, 2019.	33,464
Installment agreement, dated October 2, 2015, repayable in 47 payments of \$900.00, at a rate of 4.45% per year, secured by equipment. The last installment is due on September 2, 2019.	26,736

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2016

8) NOTES PAYABLE (CONTINUED)

Installment agreement, dated May 18, 2016, repayable in 36 payments of \$2,143.01, at a rate of 4.30% per year, secured by equipment. The last installment is due on May 18, 2019.	\$ 58,975
Installment agreement, dated May 18, 2016, repayable in 36 payments of \$5,761.69, at a rate of 4.30% per year, secured by equipment. The last installment is due on May 18, 2019.	158,561
Installment agreement, dated June 28, 2016, repayable in 36 payments of \$1,436.11, at a rate of 4.30% per year, secured by equipment. The last installment is due on June 28, 2019.	44,109
Installment agreement, dated June 16, 2016, repayable in 36 payments of \$1,259.04, at a rate of 1.90% per year, secured by automobile. The last installment is due on May 16, 2019.	35,659
Installment agreement, dated October 12, 2015, repayable in 12 payments of \$650.85, at a rate of 4.20% per year, secured by equipment. The last installment is due on November 15, 2016.	6,385
Total	<u>811,988</u>
Less: Current Portion	<u>409,751</u>
Notes Payable-Net of Current Portion	<u>\$ 402,237</u>

Principal Maturities for Long Term Debt are as follows:

<u>Year</u>	<u>Amount</u>
2017	409,751
2018	319,598
2019	82,639
Total	<u>\$ 811,988</u>

9) LINE OF CREDIT

The Corporation has a \$1,500,000 line of credit with Level One Bank that matures as of September 15, 2017. This line of credit is secured by personal guarantee and all personal property, except certain exceptions as listed in the related agreement, of the owners. At December 31, 2016, there was no outstanding balance on the line of credit.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2016

10) SURETY BONDS

The Corporations, as a condition for entering into certain construction contracts, has outstanding surety bonds. The bonds are collateralized by contracts receivable and are personally guaranteed by the shareholders. The Corporation has bonding capacity of approximately \$10 million as of December 31, 2016.

11) SUBSEQUENT EVENTS

The Corporation has evaluated all subsequent events through April 14, 2017, the date the financial statements were available to be issued. No significant subsequent event was noted that required adjustment or disclosure in the financial statements.

SUPPLEMENTAL SCHEDULES

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Schedule I - Selling, General and Administrative Expenses
Year Ended December 31, 2016

<u>Description</u>	<u>Amount</u>
Automobile Expenses	\$ 42,867
Administrative Expenses	1,467
Dues & Subscriptions	4,235
Insurance	296,489
Legal & Professional	43,284
Marketing and Advertisement Expenses	14,706
Miscellaneous	17,337
Office Expenses	19,635
Postage	745
Payroll	457,116
Rent	52,560
Repair and Maintenance	24,780
Security Charges	20,208
Taxes	158,120
Telephone and Website	12,334
Training	4,120
Travel	22,288
Utilities	20,280
	<u>\$ 1,212,561</u>

See Independent accountant's review report

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Schedule II - Construction Contracts in Progress
Year Ended December 31, 2016

Job	Total Contract	Estimated Cost	Estimated Profit	Cost Incurred to date	Estimated Cost to Complete	Gross Profit Realized	Contract Revenue Earned	Billed	Costs Plus Estimated Earnings in Excess of Billings	Billing in Excess of Costs and Estimated Earnings
City of Dearborn-920	\$ 29,230	\$ 23,200	\$ 6,030	\$ 720	\$ 22,480	\$ 187	\$ 907	\$ -	\$ 907	\$ -
City of Detroit - BSEED 607	34,322	27,500	6,822	603	26,897	150	753		753	-
City of Detroit - BSEED 933	21,738	17,400	4,338	1,663	15,537	464	2,327		2,327	-
City of Detroit - BSEED 934	14,338	11,400	2,938	3,808	7,791	930	4,539		4,539	-
City of Detroit - PDD-865	14,988	10,200	4,788	1,681	8,609	794	2,485		2,485	-
City of Detroit - PDD-869	68,153	40,250	27,903	40,214	38	27,878	68,092	25,445	42,647	-
City of Detroit - PDD-930	40,000	32,000	8,000	1,757	30,243	439	2,196	-	2,196	-
City of Garden City-831	50,000	40,000	10,000	282	39,768	58	280	-	290	-
Detroit Land Bank-898	545,848	537,386	8,460	537,386		8,460	545,846	528,062	17,784	-
Detroit Land Bank-900	786,318	621,000	145,318	558,607	61,393	130,852	690,650	408,981	281,598	-
Detroit Land Bank-918	117,020	93,500	23,520	3,111	90,389	783	3,894	-	3,894	-
PD&D jobs 878,879,880,908,917,920,922,923,92, 926,927	256,098	205,125	47,973	86,928	121,197	20,037	106,965	-	106,965	-
Total	\$ 1,853,051	\$ 1,661,961	\$ 296,090	\$1,237,721	\$ 424,240	\$ 191,132	\$ 1,428,853	\$ 862,468	\$466,385	\$ -

See Independent accountant's review report

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2017

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

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Alan C. Young & Associates, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Shareholders of
DMC Consultants, Inc.
d/b/a DMC Construction, Inc.
Detroit, Michigan

We have reviewed the accompanying financial statements of DMC Consultants, Inc. d/b/a DMC Construction, Inc. (a Michigan S Corporation) (the Corporation), which comprise the balance sheet as of December 31, 2017, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Corporation management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our report.

Accountant's Conclusion

Based on our review, except for the issue mentioned in the Known Departure from Accounting Principles Generally Accepted in United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

DMC Consultants, Inc.
d/b/a DMC Construction, Inc.
Independent Accountant's Review Report

Known Departure from Accounting Principles Generally Accepted in the United States of America

As disclosed in Note 6 to the financial statements, accounting principles generally accepted in the United States of America require the primary beneficiary of a variable interest entity to consolidate the variable interest entity in its financial statements. Management has informed us that the Corporation's financial statements do not include the accounts of DMC Property Management, LLC and C & A Contractors, Inc. that the Corporation has determined are variable interest entities and in which the Corporation holds a variable interest and is the primary beneficiary. The effects of this departure from accounting principles generally accepted in the United States of America on the financial position, results of operations, and cash flows have not been determined.

Supplementary Information

The supplementary information included in Schedules I, II, and III is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of the management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modification that should be made to the supplementary information. We have not audited the supplementary information and, accordingly, do not express an opinion on such information.

Alan C. Young, Esq.

Detroit, Michigan
April 6, 2018

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Balance Sheet
December 31, 2017

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents (Note 3)	\$ 30,578
Accounts Receivable - Trade, Net	2,579,854
Other Assets	4,168
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts (Note 7)	<u>293,172</u>
Total Current Assets	<u>2,907,772</u>

PROPERTY AND EQUIPMENT (Note 4)

Furniture and Fixtures	52,633
Computer and Software	88,025
Machinery & Equipment	2,034,044
Automobiles	241,895
Building Improvements	<u>673,486</u>
	3,090,083
Less: Accumulated Depreciation	<u>1,624,494</u>
Total Property & Equipment	<u>1,465,589</u>
 Total Assets	 <u>\$ 4,373,361</u>

See accompanying notes and independent accountant's review report.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Balance Sheet (Continued)
December 31, 2017

CURRENT LIABILITIES

Accounts Payable	\$ 1,093,322
Accrued Expenses and Other Payables	39,375
Notes Payable - Current Portion (Note 8)	319,598
Line of Credit (Note 9)	980,000
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts	<u>23,857</u>
Total Current Liabilities	<u>2,456,152</u>

LONG TERM DEBT

Notes Payable Net of Current Portion (Note 8)	<u>82,639</u>
Total Long-Term Debt	<u>82,639</u>
Total Liabilities	<u>2,538,791</u>

STOCKHOLDERS' EQUITY

Common Stock, 100,000 Shares Authorized, \$1 Par Value, 68,000 Shares Issued and Outstanding	68,000
Additional Paid In Capital	142,000
Retained Earnings	<u>1,624,570</u>
Total Stockholders' Equity	<u>1,834,570</u>
Total Liabilities and Stockholder's Equity	<u>\$ 4,373,361</u>

See accompanying notes and Independent accountant's review report.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Statement of Income and Retained Earnings
Year Ended December 31, 2017

CONTRACT REVENUE	
Construction Revenue	\$ 7,552,757
Total Revenue	<u>7,552,757</u>
COST OF REVENUE	
Related Job Cost	<u>5,815,741</u>
Gross Profit	<u>1,737,016</u>
SELLING, GENERAL AND ADMINISTRATIVE EXPENSE	<u>1,278,721</u>
Income from Operation	<u>458,295</u>
OTHER (INCOME) AND EXPENSES	
Interest Expenses	33,974
Depreciation	464,253
Other Income	(4,469)
Total of Other (Income) and Expenses	<u>493,758</u>
Net Income	<u>(35,463)</u>
Retained Earnings - Beginning of Year	<u>1,660,033</u>
Retained Earnings - End of Year	<u>\$ 1,624,570</u>

See accompanying notes and independent accountant's review report.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Statement of Cash Flows
Year Ended December 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ (35,463)
Adjustments to Reconcile Net Income to Net Cash Used in Operating Activities	
Depreciation	464,253
Change in Accounts Receivable	(1,610,239)
Change in Other Assets	26,321
Change in Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	173,213
Change in Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	23,857
Change in Accounts Payable	394,449
Change in Accounts Payable-Related Party	(8,500)
Change in Accrued Expenses and Other Payable	17,992
Net Cash Used in Operating Activities	<u>(554,117)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Fixed Assets	<u>(29,582)</u>
Net Cash Used in Investing Activities	<u>(29,582)</u>

CASH FLOW FROM FINANCING ACTIVITIES

Repayment of Notes Payable	(409,751)
Proceeds from Line of Credit	<u>980,000</u>
Net Cash Provided by Financing Activities	<u>570,249</u>

Net Change in Cash and Cash Equivalents	(13,450)
Cash and Cash Equivalents at Beginning of the Year	<u>44,028</u>

Cash and Cash Equivalents at End of the Year	<u>\$ 30,578</u>
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SUPPLEMENT DISCLOSURE

Interest Paid	<u>\$ 33,974</u>
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See accompanying notes and independent accountant's review report.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements
December 31, 2017

1) **ORGANIZATION**

DMC Consultants, Inc. d/b/a DMC Construction, Inc. (the Corporation) was incorporated on November 10, 2005 under the Business Corporation Act of Michigan to provide management, engineering and technical consulting services; design, construction, operating, maintenance services, management and IT consulting services.

2) **SIGNIFICANT ACCOUNTING POLICIES**

It is the Corporation's policy to apply generally accepted accounting principles in presenting its financial statements. In this connection, the more significant policies of the Corporation are described below:

Revenue and Cost Recognition

Revenue from fixed-price construction contracts are recognized on the percentage of completion method measured by the percentage of cost incurred to date to estimated total cost for each contract. This method is used because management considers total costs to be the best available measure of progress on these contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material, subcontractors and labor costs and all other indirect costs related to contract performance. General and administrative costs are charged to expenses as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions and estimated profitability, including those arising from settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Property and Equipment

Property and equipment is stated at cost. The costs of additions and betterments are capitalized and expenditures for repairs and maintenance are expensed in the period incurred. When items of property and equipment are sold or retired, the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2017

2) **SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Property and Equipment (Continued)

Depreciation and amortization of property and equipment is provided utilizing the straight-line method over the estimated useful lives of the respective assets as follows:

Building and Building Improvements	31.5 years
Furniture and Fixtures	5-7 years
Machinery and Equipment	5 years
Computer and Software	3 years

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement utilizing the straight-line method.

Income Taxes

The Corporation, with the consent of its stockholders, has elected to be taxed under the Internal Revenue Code as an S Corporation. In lieu of corporate income taxes, the stockholders of an S Corporation are taxed on their proportionate share of the Corporation's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

Accounting for uncertainty in income tax items

The Corporation has analyzed tax positions taken for filing with the Internal Revenue Service and state jurisdiction where it operates. The Corporation believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in material adverse effect on the financial condition, result of operations or cash flows. Accordingly, the Corporation has not recorded any reserves or related accruals for interest and penalties for uncertain income tax positions at December 31, 2017. The Corporation is subject to routine audits by taxing jurisdiction; however, there are currently no audits for any tax periods in progress.

Use of Estimates

The process of preparing financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues and expenses. Such estimates relate primarily to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

Material estimates that are particularly susceptible to significant change in the near term are percentage of completion estimates on all contracts, and provisions for losses on accounts receivable.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2017

2) **SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Cash Equivalents

For financial statement purposes, the Corporation considers all highly liquid instruments with a maturity of three months or less to be cash equivalents.

Compensated Absences

Employees of the Corporation are entitled to paid vacation, paid sick days and personal days off, depending on the job classification, length of service and other factors. No liability has been recorded in the accompanying financial statements as it is the Corporation's policy to recognize the costs of compensated absences when actually paid to the employees. Upon termination, employees are not compensated for any unused time.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. If needed, management provides for probable uncollectible amounts through a charge to earnings and a credit to an allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. There was no allowance for doubtful accounts for the year ended December 31, 2017.

3) **CONCENTRATION OF CREDIT RISK**

Financial instruments that potentially subject the Corporation to concentrations of credit risk consist principally of contracts receivable.

Net sales for the year ended December 31, 2017 include sales to one major customer, which accounted for 10% or more of the total net sales of the Corporation, as follows:

<u>Customer</u>	<u>Percent of Sales</u>	<u>Receivable at December 31, 2017</u>
Detroit Land Bank	72.00%	\$ 1,860,701
	72.00%	\$ 1,860,701

Total bank deposits as of December 31, 2017 are \$428,580, of which \$166,095 were uninsured under the Federal Deposit Insurance Corporation (FDIC).

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2017

4) **PROPERTY AND EQUIPMENT**

Property and equipment consist of the following:

Description	Balance at 12/31/2016	Additions	Balance at 12/31/2017
Furniture and Fixtures	\$ 48,389	\$ 4,244	\$ 52,633
Machinery & Equipment	2,016,067	17,977	2,034,044
Computer & Software	80,664	7,361	88,025
Automobiles	241,895	-	241,895
Building Improvement	673,486	-	673,486
Total Cost of Fixed Assets being Depreciated	3,060,501	29,582	3,090,083
Accumulated Depreciation	1,160,241	464,253	1,624,494
Total Fixed Assets being Depreciated - Net	\$ 1,900,260	\$ (434,671)	\$ 1,465,589

Depreciation expense for the year ended December 31, 2017 was \$464,253.

5) **COMMITMENTS AND CONTINGENCIES**

The Corporation buys commercial insurance for certain insurable risks such as general liability, directors and officers, property damage and workers' compensation. The Corporation's risk in each of these insured risk categories is limited to deductible amounts for each category, both individually and in aggregate.

6) **RELATED PARTY AND VARIABLE INTEREST ENTITY TRANSACTIONS**

The shareholders of the Corporation are also the shareholding members of the DMC Property Management, LLC, (the LLC), a Limited Liability Corporation, and C & A Contractors, Inc. (S. Corp.) and Tyler Street Investment, LLC. The Corporation has a property lease agreement with the DMC Property Management, LLC, under which, the total lease payments during the year were \$51,000.

Consolidation Rules: The Corporation is required to consolidate certain "variable interest entities" under accounting principles generally accepted in the United States of America. The LLC as well as the S. Corp has been identified as a variable interest entity that is required to be consolidated with the Corporation under these rules. However, the financial statements do not consolidate these variable interest entities as required by accounting principles generally accepted in the United States of America. The effects of this departure from GAAP have not been determined.

However, these financial statements include the accounts of DMC Consultants, Inc., d/b/a DMC Construction, Inc. and Tyler Street Investment, LLC, collectively referred as "The Corporation". All material inter-company transactions have been eliminated in combination.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2017

7) CONTRACTS IN PROCESS

A summary of contracts in process is as follows:

Accumulated Cost on Contracts	\$ 2,913,282
Estimated Gross Profit Recognized	<u>975,320</u>
	3,888,602
Less: Related Accumulated Billing	<u>(3,619,287)</u>
	<u>\$ 269,315</u>

These amounts are included in the accompanying balance sheet under the following captions:

Cost and Estimated Earnings In Excess of Billings on Uncompleted Contracts	\$ 293,172
Billings In Excess of Cost and Estimated Earnings on Uncompleted Contracts	<u>(23,857)</u>
	<u>\$ 269,315</u>

8) NOTES PAYABLE

Notes Payable of the Corporation consist of the following:

Installment agreement, dated May 27, 2014, repayable in 48 payments of \$2,637.66, at a rate of 4.5% per year, secured by equipment. The last installment is due on May 27, 2018.	\$ 12,850
Installment agreement, dated May 27, 2014, repayable in 48 payments of \$2,157.97, at a rate of 4.5% per year, secured by vehicle. The last installment is due on May 27, 2018.	10,513
Installment agreement, dated May 27, 2014, repayable in 48 payments of \$1,328.90, at a rate of 4.5% per year, secured by equipment. The last installment is due on May 27, 2018.	6,474
Installment agreement, dated May 27, 2014, repayable in 48 payments of \$369.66, at a rate of 4.5% per year, secured by vehicle. The last installment is due on May 27, 2018.	1,752
Installment agreement, dated June 6, 2014, repayable in 48 payments of \$1,845.18, at a rate of 7.45% per year, secured by vehicle. The last installment is due on June 6, 2018.	10,872

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2017

8) NOTES PAYABLE (Continued)

Installment agreement, dated August 9 2014, repayable in 48 payments of \$996.69, at a rate of 4.5% per year, secured by vehicle. The last installment is due on August 9, 2018.	\$ 7,774
Installment agreement, dated August 21 2014, repayable in 48 payments of \$1,450.81, at a rate of 4.5% per year, secured by vehicle. The last installment is due on August 21, 2018.	11,315
Installment agreement, dated October 23 2014, repayable in 48 payments of \$1,420.37, at a rate of 4.5% per year, secured by vehicle. The last installment is due on October 23, 2018.	13,897
Installment agreement, dated June 2 2014, repayable in 48 payments of \$880.58, at a rate of 4.5% per year, secured by vehicle. The last installment is due on June 2, 2018.	5,154
Installment agreement, dated June 4, 2014, repayable in 47 payments of \$2,817.30, at a rate of 5.10% per year, secured by equipment. The last installment is due on May 4, 2018.	11,394
Installment agreement, dated August 8, 2014, repayable in 48 payments of \$522.21, at a rate of 4.5% per year, secured by equipment. The last installment is due on July 18, 2018.	3,601
Installment agreement, dated December 19, 2014, repayable in 48 payments of \$4,586.92, at a rate of 4.5% per year, secured by equipment. The last installment is due on December 19, 2018.	53,725
Installment agreement, dated July 24, 2015, repayable in 47 payments of \$1,425.00, at a rate of 3.040% per year, secured by equipment. The last installment is due on June 24, 2019.	22,962
Installment agreement, dated July 24, 2015, repayable in 47 payments of \$730.00, at a rate of 3.040% per year, secured by equipment. The last installment is due on June 24, 2019.	11,799
Installment agreement, dated September 30, 2015, repayable in 48 payments of \$1,113.13, at a rate of 4.45% per year, secured by equipment. The last installment is due on August 30, 2019.	21,350
Installment agreement, dated October 2, 2015, repayable in 47 payments of \$900.00, at a rate of 4.45% per year, secured by equipment. The last installment is due on September 2, 2019.	16,927

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2017

8) NOTES PAYABLE (Continued)

Installment agreement, dated May 18, 2016, repayable in 36 payments of \$2,143.01, at a rate of 4.30% per year, secured by equipment. The last installment is due on May 18, 2019.	\$ 35,332
Installment agreement, dated May 18, 2016, repayable in 36 payments of \$5,761.69, at a rate of 4.30% per year, secured by equipment. The last installment is due on May 18, 2019.	94,996
Installment agreement, dated June 28, 2016, repayable in 36 payments of \$1,436.11, at a rate of 4.30% per year, secured by equipment. The last installment is due on June 28, 2019.	28,448
Installment agreement, dated June 16, 2016, repayable in 36 payments of \$1,259.04, at a rate of 1.90% per year, secured by automobile. The last installment is due on May 16, 2019.	21,102
Total	<u>402,237</u>
Less: Current Portion	<u>319,598</u>
Notes Payable - Net of Current Portion	<u>\$ 82,639</u>

Principal Maturities for Long Term Debt are as follows:

<u>Year</u>	<u>Amount</u>
2018	319,598
2019	82,639
Total	<u>\$ 402,237</u>

9) LINE OF CREDIT

The Corporation has a \$1,500,000 line of credit with Level One Bank that matures on demand. This line of credit is secured by personal guarantee and all personal property, except certain exceptions as listed in the related agreement, of the owners. At December 31, 2017, the outstanding balance on the line of credit was \$980,000. As of the report date, the outstanding balance of the line of credit was \$200,000.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2017

10) SURETY BONDS

The Corporations, as a condition for entering into certain construction contracts, have outstanding surety bonds. The bonds are collateralized by contracts receivable and are personally guaranteed by the shareholders. The Corporation has bonding capacity of approximately \$10 million as of December 31, 2017.

11) SUBSEQUENT EVENTS

The Corporation has evaluated all subsequent events through April 6, 2018, the date the financial statements were available to be issued. No significant subsequent event was noted that required adjustment or disclosure in the financial statements.

SUPPLEMENTAL SCHEDULES

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Schedule I - Selling, General and Administrative Expenses
Year Ended December 31, 2017

<u>Description</u>	<u>Amount</u>
Automobile Expenses	\$ 24,410
Administrative Expenses	2,070
Bank Charges	4,468
Insurance	304,326
Legal & Professional	76,469
Marketing and Advertisement Expenses	17,003
Miscellaneous	4,402
Office Expenses	17,689
Payroll	462,970
Rent	51,000
Repair and Maintenance	54,897
Security Charges	20,430
Taxes	170,994
Telephone and Website	14,859
Training	293
Travel	33,136
Utilities	19,505
	<u>\$ 1,278,721</u>

See Independent accountant's review report

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Schedule II - Construction Contracts in Progress
Year Ended December 31, 2017

Job	Total Contract	Estimated Cost	Estimated Profit	Costs Incurred to date	Estimated Cost to Complete	Gross Profit Realized	Contract Revenue Earned	Billed	Cost Plus Estimated Earnings in Excess of Billings	Billings in Excess of Cost and Estimated Earnings
City of Dearborn - 1024-Outer Dr	\$ 28,325	\$ 21,080	\$ 5,285	\$ 154	\$ 20,808	\$ 38	\$ 191	\$ 6,700	\$ -	\$ (8,509)
City of Dearborn - 894 Bingham	27,610	22,088	5,522	18,228	8,850	4,560	22,798	18,350	4,448	-
City of Wyandotte-1007-Bishop Park	62,326	51,030	11,326	8,784	42,288	1,948	10,710	-	10,710	-
Det Revia - 1018- Good/Holcomb	36,400	18,600	18,900	14,539	1,981	16,854	31,193	30,400	793	-
Det Revia - 1020- Reno	44,350	18,580	25,850	16,882	1,308	23,324	40,016	39,350	686	-
Det Revia - 1023- E Warren	52,105	24,448	27,658	9,321	15,128	10,540	19,885	-	19,885	-
Detroit-HRD-1031-2017	48,076	25,668	22,408	18,150	7,519	18,843	33,983	43,075	-	(9,092)
Det Revia - 1036- Carbondale	16,900	7,000	9,900	1,037	5,988	1,304	2,341	-	2,341	-
Det Revia - 1038- Slope/Holcomb	64,150	61,300	12,850	14,289	37,031	3,574	17,843	22,300	-	(4,457)
Det Revia - 1039- McKinstry/Proctor	95,800	20,717	14,883	4,842	18,875	3,408	8,250	-	8,250	-
Det Revia - 1043- Chicago	18,500	8,500	6,000	2,782	5,708	1,842	4,434	-	4,434	-
Det Revia - 1045- Monica	16,000	8,500	10,500	2,334	3,166	4,458	8,790	-	8,790	-
Det Revia - 1046- Thornton	47,375	24,704	22,671	11,001	13,703	10,086	21,097	-	21,097	-
Detroit Land Bank - Demo 946	886,818	609,000	81,818	604,056	944	81,481	885,647	883,854	21,893	-
Detroit Land Bank - Demo 947	394,566	316,700	78,866	308,112	9,688	78,471	382,583	375,170	7,413	-
Detroit Land Bank Demo 948	555,753	431,000	124,753	430,258	744	124,888	554,794	524,775	30,019	-
Detroit Land Bank - Demo 983	632,892	416,218	217,774	328,218	89,000	171,085	497,313	482,135	15,178	-
Detroit Land Bank - Demo 984	763,818	489,985	273,334	442,908	47,077	247,072	689,880	688,462	3,618	-
Detroit Land Bank- 1011	827,875	485,000	132,875	411,851	83,149	110,595	522,406	497,368	25,038	-
Detroit Land Bank - 1012	398,279	300,600	97,879	139,550	161,050	45,348	184,888	183,473	1,423	-
Clear Corps - 1033-2017	18,541	17,500	1,041	5,005	12,495	298	5,303	-	5,303	-
Detroit Land Bank - 1022	358,339	285,200	73,139	11,044	274,155	2,832	13,876	-	13,876	-
PD&D Construction- 879-2017	13,339	28,227	(9,888)	23,227	-	(9,888)	13,339	-	13,339	-
Det Revia - 1045- Monica	48,760	34,000	14,760	29,338	4,882	12,728	42,066	45,876	-	(3,809)
Detroit Revitalization (PD&D) Const.										
Jobs-827, 997, 1000, 1016, 1027, 997	248,245	195,985	49,240	61,584	135,412	18,398	76,880	-	76,880	-
Total	\$ 5,232,931	\$ 3,808,415	\$ 1,328,818	\$ 2,813,282	\$ 893,131	\$ 876,317	\$ 3,888,602	\$ 3,619,287	\$ 283,172	\$ (23,857)

See independent accountant's review report

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2018

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

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Alan C. Young & Associates, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Shareholders of
DMC Consultants, Inc.
d/b/a DMC Construction, Inc.
Detroit, Michigan

We have reviewed the accompanying financial statements of DMC Consultants, Inc. d/b/a DMC Construction, Inc. (a Michigan S Corporation) (the Corporation), which comprise the balance sheet as of December 31, 2018, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Corporation management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our report.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

DMC Consultants, Inc.
d/b/a DMC Construction, Inc.
Independent Accountant's Review Report

Supplementary Information

The supplementary information included in Schedules I, II, and III is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of the management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modification that should be made to the supplementary information. We have not audited the supplementary information and, accordingly, do not express an opinion on such information.

Alan T. Spring, CPA

Detroit, Michigan
May 3, 2019

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Balance Sheet
December 31, 2018

ASSETS

CURRENT ASSETS

	<u>Note</u>	<u>Amount</u>
Cash and Cash Equivalents	3	\$ 16,908
Accounts Receivable - Trade, Net		1,573,489
Security Deposits		1,938
Loans and Advances		62,694
Loans and Advances-Related Party	12	48,943
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	6	1,620,679
Total Current Assets		<u>3,324,651</u>

PROPERTY AND EQUIPMENT

	4	
Furniture and Fixtures		55,133
Computer and Software		91,976
Machinery & Equipment		2,012,840
Automobiles		247,495
Building Improvements		673,486
		<u>3,080,930</u>
Less: Accumulated Depreciation	4	<u>2,044,542</u>
Total Property & Equipment		<u>1,036,388</u>
Total Assets		<u>\$ 4,361,039</u>

See accompanying notes and independent accountant's review report.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Balance Sheet (Continued)
December 31, 2018

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

	<u>Note</u>	<u>Amount</u>
Accounts Payable		\$ 846,783
Accounts Payable - Related Party	12	27,180
Accrued Expenses and Other Payables		41,348
Notes Payable - Current Portion	10	86,985
Line of Credit	8	1,261,000
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts	6	<u>62,722</u>
Total Current Liabilities		<u>2,326,018</u>

STOCKHOLDERS' EQUITY

Common Stock, 100,000 Shares Authorized, \$1 Par Value, 68,000 Shares Issued and Outstanding	68,000
Additional Paid In Capital	142,000
Retained Earnings	<u>1,825,021</u>
Total Stockholders' Equity	<u>2,035,021</u>
Total Liabilities and Stockholder's Equity	<u>\$ 4,361,039</u>

See accompanying notes and independent accountant's review report.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Statement of Income and Retained Earnings
Year Ended December 31, 2018

CONTRACT REVENUE	Note	Amount
Construction Revenue		<u>\$ 8,309,179</u>
Total Revenue		<u>8,309,179</u>
COST OF REVENUE		
Related Job Cost	11	<u>6,272,168</u>
Gross Profit		<u>2,037,011</u>
SELLING, GENERAL AND ADMINISTRATIVE EXPENSE		<u>1,238,815</u>
Income from Operation		<u>798,196</u>
OTHER (INCOME) AND EXPENSES		
Interest Expenses		62,008
Depreciation	4	448,008
Other Income		(1,957)
Gain on Insurance Proceed from Damaged Assets		<u>(29,760)</u>
Total of Other (Income) and Expenses		<u>478,299</u>
Net Income		<u>319,897</u>
Less: Shareholders Withdrawal		(119,446)
Retained Earnings - Beginning of Year		<u>1,624,570</u>
Retained Earnings - End of Year		<u><u>\$ 1,825,021</u></u>

See accompanying notes and independent accountant's review report.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Statement of Cash Flows
Year Ended December 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ 319,897
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities	
Depreciation	448,008
Gain on Insurance Proceed from Damaged Assets	(29,760)
Change in Accounts Receivable	1,006,365
Change in Other Assets	(60,464)
Change in Loans and Advances-Related Party	(48,943)
Change in Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	(1,327,507)
Change in Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	38,865
Change in Accounts Payable	(246,539)
Change in Accounts Payable - Related Party	27,180
Change in Accrued Expenses and Other Payable	1,973
Net Cash Provided by Operating Activities	<u>129,075</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Fixed Assets	(84,047)
Insurance Proceed from Damage of Fixed Assets	95,000
Net Cash Provided by Investing Activities	<u>10,953</u>

CASH FLOW FROM FINANCING ACTIVITIES

Repayment of Notes Payable	(315,252)
Proceeds from Line of Credit	281,000
Shareholders Withdrawals	(119,446)
Net Cash Used in Financing Activities	<u>(153,698)</u>

Net Change in Cash and Cash Equivalents	(13,670)
Cash and Cash Equivalents at Beginning of the Year	30,578
Cash and Cash Equivalents at End of the Year	<u>\$ 16,908</u>

SUPPLEMENT DISCLOSURE

Interest Paid	<u>\$ 62,008</u>
---------------	------------------

See accompanying notes and independent accountant's review report.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements
December 31, 2018

1) ORGANIZATION

DMC Consultants, Inc. d/b/a DMC Construction, Inc. (the Corporation) was incorporated on November 10, 2005 under the Business Corporation Act of Michigan to provide management, engineering and technical consulting services; design, construction, operating, maintenance services, management and IT consulting services.

2) SIGNIFICANT ACCOUNTING POLICIES

It is the Corporation's policy to apply generally accepted accounting principles in presenting its financial statements. In this connection, the more significant policies of the Corporation are described below:

Revenue and Cost Recognition

Revenue from fixed-price construction contracts is recognized on the percentage of completion method measured by the percentage of cost incurred to date to estimated total cost for each contract. This method is used because management considers total costs to be the best available measure of progress on these contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material, subcontractors and labor costs and all other indirect costs related to contract performance. General and administrative costs are charged to expenses as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions and estimated profitability, including those arising from settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Property and Equipment

Property and equipment is stated at cost. The costs of additions and betterments are capitalized and expenditures for repairs and maintenance are expensed in the period incurred. When items of property and equipment are sold or retired, the related costs and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2018

2) **SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Property and Equipment (Continued)

Depreciation and amortization of property and equipment is provided utilizing the straight-line method over the estimated useful lives of the respective assets as follows:

Building and Building Improvements	31.5 years
Furniture and Fixtures	5-7 years
Machinery and Equipment	5 years
Computer and Software	3 years

Leasehold improvements are amortized over the shorter of the remaining term of the lease or the useful life of the improvement utilizing the straight-line method.

Income Taxes

The Corporation, with the consent of its stockholders, has elected to be taxed under the Internal Revenue Code as an S Corporation. In lieu of corporate income taxes, the stockholders of an S Corporation are taxed on their proportionate share of the Corporation's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

Accounting for Uncertainty in Income Tax Items

The Corporation has analyzed tax positions taken for filing with the Internal Revenue Service and state jurisdiction where it operates. The Corporation believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in material adverse effect on the financial condition, result of operations or cash flows. Accordingly, the Corporation has not recorded any reserves or related accruals for interest and penalties for uncertain income tax positions at December 31, 2018. The Corporation is subject to routine audits by taxing jurisdiction; however, there are currently no audits for any tax periods in progress.

Use of Estimates

The process of preparing financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues and expenses. Such estimates relate primarily to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

Material estimates that are particularly susceptible to significant change in the near term are percentage of completion estimates on all contracts, and provisions for losses on accounts receivable.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2018

2) SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash Equivalents

For financial statement purposes, the Corporation considers all highly liquid instruments with a maturity of three months or less to be cash equivalents.

Compensated Absences

Employees of the Corporation are entitled to paid vacation, paid sick days and personal days off, depending on the job classification, length of service and other factors. No liability has been recorded in the accompanying financial statements as it is the Corporation's policy to recognize the costs of compensated absences when actually paid to the employees. Upon termination, employees are not compensated for any unused time.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. If needed, management provides for probable uncollectible amounts through a charge to earnings and a credit to an allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. There was no allowance for doubtful accounts for the year ended December 31, 2018.

3) CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Corporation to concentrations of credit risk consist principally of contracts receivable.

Net sales for the year ended December 31, 2018 include sales to three major customers, which accounted for 10% or more of the total net sales of the Corporation, as follows:

<u>Customer</u>	<u>Percent of Sales</u>	<u>Receivable at December 31, 2018</u>
City of Detroit	13.00%	\$ 223,651
Detroit Housing and Revitalization	29.00%	322,000
Detroit Land Bank	41.00%	813,553
	<u>83.00%</u>	<u>\$ 1,359,204</u>

Total bank deposits as of December 31, 2018 are \$349,122, of which \$86,414 were uninsured under the Federal Deposit Insurance Corporation (FDIC).

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2018

4) PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

Description	Balance at 12/31/2017	Additions	Disposal	Balance at 12/31/2018
Furniture and Fixtures	\$ 52,633	\$ 2,500	\$ -	\$ 55,133
Machinery & Equipment	2,034,044	71,996	(93,200)	2,012,840
Computer & Software	88,025	3,951	-	91,976
Automobiles	241,895	5,600	-	247,495
Building Improvement	673,486	-	-	673,486
Total Cost of Fixed Assets being Depreciated	3,090,083	84,047	(93,200)	3,080,930
Accumulated Depreciation	1,824,494	448,008	(27,960)	2,044,542
Total Fixed Assets being Depreciated - Net	\$ 1,465,589	\$ (363,961)	\$ (65,240)	\$ 1,036,388

Depreciation expense for the year ended December 31, 2018 was \$448,008. During the year, the Corporation filed an insurance claim for one of its equipment with an original cost of \$93,200. The transaction resulted in a gain for the Corporation of \$29,760 for December 31, 2018.

5) VARIABLE INTEREST ENTITIES

The FASB issued ASU 2018-17, Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities, which amends the consolidation guidance by allowing private companies to make an accounting policy election not to apply the variable-interest entity (VIE) guidance when assessing whether a legal entity should be consolidated. These amendments are effective for a private company for fiscal years beginning after December 15, 2020 and for interim periods within fiscal years beginning after December 15, 2021. Early adoption of the amendments, including in an interim period, is permitted.

DMC Property Management, LLC, C&A Contractors Inc. and Tyler Street Investment LLC have been identified as variable interest entities. DMC Property Management, LLC has a property lease agreement with the Corporation, under which the Corporation paid \$51,000 during the year ended December 31, 2018. However, the Corporation elected to early adopt the above standard. Accordingly, based on the above guidance, all of the above VIE's are exempt from consolidation with the Corporation's financial statements.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2018

6) CONTRACTS IN PROCESS

A summary of contracts in process is as follows:

Accumulated Cost on Contracts	\$ 4,327,411
Estimated Gross Profit Recognized	<u>1,098,792</u>
	5,426,203
Less: Related Accumulated Billing	<u>(3,868,246)</u>
	<u>\$ 1,557,957</u>

These amounts are included in the accompanying balance sheet under the following captions:

Cost and Estimated Earnings in Excess of Billings on Uncompleted Contracts	\$ 1,620,679
Billings in Excess of Cost and Estimated Earnings on Uncompleted Contracts	<u>(62,722)</u>
	<u>\$ 1,557,957</u>

7) COMMITMENTS AND CONTINGENCIES

The Corporation buys commercial insurance for certain insurable risks such as general liability, directors and officers, property damage and workers' compensation. The Corporation's risk in each of these insured risk categories is limited to deductible amounts for each category, both individually and in aggregate.

8) LINE OF CREDIT

The Corporation has a \$2,000,000 line of credit with Level One Bank at current interest rate of 7.25% and matures on demand. This line of credit is secured by personal guarantee and all personal property, except certain exceptions as listed in the related agreement, of the owners. At December 31, 2018, the outstanding balance on the line of credit was \$1,261,000.

9) SURETY BONDS

The Corporations, as a condition for entering into certain construction contracts, have outstanding surety bonds. The bonds are collateralized by contracts receivable and are personally guaranteed by the shareholders. The Corporation has bonding capacity of \$15 million as of December 31, 2018.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2018

10) **NOTES PAYABLE**

Notes Payable of the Corporation consist of the following:

Installment agreement, dated July 24, 2015, repayable in 47 payments of \$1,425.00, at a rate of 3.040% per year, secured by equipment. The last installment is due on June 24, 2019. \$ 8,390

Installment agreement, dated July 24, 2015, repayable in 47 payments of \$730.00, at a rate of 3.040% per year, secured by equipment. The last installment is due on June 24, 2019. 4,338

Installment agreement, dated September 30, 2015, repayable in 48 payments of \$1,113.13, at a rate of 4.45% per year, secured by equipment. The last installment is due on August 30, 2019. 8,731

Installment agreement, dated October 2, 2015, repayable in 47 payments of \$900.00, at a rate of 4.45% per year, secured by equipment. The last installment is due on September 2, 2019. 6,724

Installment agreement, dated May 18, 2016, repayable in 36 payments of \$2,143.01, at a rate of 4.30% per year, secured by equipment. The last installment is due on May 18, 2019. 10,610

Installment agreement, dated May 18, 2016, repayable in 36 payments of \$5,761.69, at a rate of 4.30% per year, secured by equipment. The last installment is due on May 18, 2019. 28,528

Installment agreement, dated June 28, 2016, repayable in 36 payments of \$1,436.11, at a rate of 4.30% per year, secured by equipment. The last installment is due on June 28, 2019. 12,164

Installment agreement, dated June 16, 2016, repayable in 36 payments of \$1,259.04, at a rate of 1.90% per year, secured by automobile. The last installment is due on May 16, 2019. 7,500

Total 86,985

Less: Current Portion 86,985

Notes Payable - Net of Current Portion \$ -

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2018

11) RELATED JOB COSTS

The job related direct cost consists of the following at December 31, 2018:

Description	Amount
Sub-Contract Expenses	\$ 3,398,919
Direct Labor	1,211,546
Project Supplies	481,257
Equipment Repairs	475,677
Licenses & Permits	381,204
Consulting Fees	110,107
Other Direct Project Expenses	213,458
Total	<u>\$ 6,272,168</u>

12) RELATED PARTY TRANSACTIONS

YMC Consultants, Inc. has been identified as a related party for the Corporation that provides trucking services to the Corporation. The Corporation has recorded a loan receivable balance of \$48,943 and an accounts payable balance of \$27,180 to YMC Consultants, Inc. for the year ended December 31, 2018. The Corporation had a total transaction of \$192,130 with YMC Consultants during the year.

13) UPCOMING STANDARDS

ASU 2014-09, Revenue from Contracts with Customers (Topic 606)

ASU 2014-09 is a comprehensive new revenue recognition standard that will supersede most existing revenue recognition guidance under GAAP. The standard's core principle is that an entity should recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU 2014-09 prescribes a five-step process to accomplish this core principle, including:

- Identification of the contract with the customer;
- Identification of the performance obligation(s) under the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the identified performance obligation(s); and
- Recognition of revenue as (or when) an entity satisfies the identified performance obligation(s).

This framework will require entities to make greater use of judgments and estimates than previously required under GMP. ASU 2014-09 also prescribes additional disclosures and financial statement presentations.

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Notes to Financial Statements (Continued)
December 31, 2018

13) **UPCOMING STANDARDS (Continued)**

ASU 2016-02, Leases (Topic 842)

ASU 2016-02 substantially changes current GAAP regarding lease accounting and offers specific accounting guidance for lessees, lessors and sale-leaseback transactions.

ASU 2016-02 establishes a right-of-use ("ROU") model that requires lessees to record a ROU asset and a lease liability in the statement of financial position for all leases with terms longer than 12 months (the standard may optionally be applied to leases with terms of 12 months or less). Leases will be classified as either finance leases or operating leases depending on the characteristics of the lease; consistent with current GAAP, the recognition, measurement and presentation of expenses and cash flows arising from the lease will depend on the lease classification.

ASU 2016-02 requires lessors to classify leases as sales-type, direct financing or operating. A lease will be treated as a sales-type lease if it transfers all of the risks and rewards, as well as control of the underlying asset, to the lessee. If risks and rewards are conveyed without the transfer of control, the lease is treated as a direct financing lease. If the lessor does not convey risks and rewards or control, the lease is considered an operating lease.

This update also requires specific quantitative and qualitative disclosures about leasing arrangements to enable financial statements users to assess the amount, timing and uncertainty of cash flows arising from leases.

The effective date of this standard is FY 2020. Early adoption is permitted.

14) **SUBSEQUENT EVENTS**

The Corporation has evaluated all subsequent events through May 3, 2019, the date the financial statements were available to be issued. No significant subsequent event was noted that required adjustment or disclosure in the financial statements.

SUPPLEMENTAL SCHEDULES

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Schedule I - Selling, General and Administrative Expenses
Year Ended December 31, 2018

<u>Description</u>	<u>Amount</u>
Automobile Expenses	\$ 3,300
Dues & Subscriptions	3,578
Insurance	238,687
Legal & Professional	86,547
Marketing and Advertisement Expenses	8,940
Miscellaneous	5,314
Office Expenses	19,728
Postage	536
Payroll	479,509
Rent	66,528
Repair and Maintenance	11,042
Security Charges	30,676
Taxes	205,575
Telephone and Website	13,491
Training	5,294
Travel	42,076
Utilities	17,994
	<u>\$ 1,238,815</u>

See Independent accountant's review report

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

Schedule II - Construction Contracts in Progress
Year Ended December 31, 2018

Job	Total Contract	Estimated Cost	Estimated Profit	Costs Incurred to Date	Estimated Cost to Complete	Gross Profit Realized	Contract Revenue Earned	Billed	Cost Plus Estimated Earnings in Excess of Billings	Billings in Excess of Cost and Estimated Earnings
City of Hamtramck	\$ 23,054	\$ 19,600	\$ 3,454	\$ 9,090	\$ 10,510	\$ 1,602	\$ 10,692	\$ 11,845	\$ -	\$ (1,153)
City of Detroit - 1121-2018	848,362	584,400	64,962	10,620	673,680	1,189	11,689	-	11,689	-
City of Detroit - 1186-2018	272,213	244,992	27,221	29,628	215,454	3,281	32,809	28,291	4,518	-
City of Detroit - 1141-2018	620,747	400,000	220,747	350,058	39,042	199,201	569,159	607,696	-	(47,736)
City of Detroit - 1142-2018	525,883	473,385	52,498	300,778	172,607	33,420	334,198	222,615	111,583	-
City of Detroit - 1143-2018	688,000	684,800	103,200	7,170	677,630	7,289	-	-	8,435	-
City of Detroit - 1168-2018	781,724	673,000	118,724	578	672,421	102	681	-	681	-
Garden City - 1112-2018	11,920	8,600	2,820	7,989	511	2,650	10,639	-	10,639	-
Clear Corp - 1140-2018	42,985	34,400	8,585	194	34,216	48	230	-	230	-
Clear Corp - 1150-2018	31,313	25,050	6,263	2,276	22,774	539	2,846	-	2,845	-
Clear Corp - 1184-2018	77,444	61,955	15,489	1,599	60,258	425	2,124	-	2,124	-
Clear Corp - 1186-2018	17,283	13,825	3,457	1,433	12,893	339	1,791	-	1,791	-
Clear Corp - 1187-2018	36,779	29,420	7,359	18,465	12,668	4,118	20,553	-	20,553	-
Clear Corp - 1171-2018	10,184	8,147	2,037	2,593	5,567	645	5,225	-	3,225	-
Clear Corp - 1172-2018	15,628	13,300	3,328	55	13,244	14	70	-	70	-
Clear Corp - 1174-2018	86,595	69,300	17,295	85	69,234	16	52	5,500	-	(5,418)
Detroit-HRD-EMG-1025-2017	18,075	16,400	2,675	8,100	9,300	1,060	7,160	15,575	-	(8,415)
Detroit-HRD-EMG-1069-2018	51,310	30,030	21,310	29,951	49	21,276	51,220	50,110	1,116	-
Detroit-HRD-EMG-1089-2018	284,344	185,000	99,344	181,385	13,615	64,602	245,687	245,603	84	-
Detroit-HRD-EMG-1099-2018	20,435	18,400	2,035	9,189	9,201	1,017	10,216	-	10,216	-
Detroit-HRD-EMG-1175-2018	27,720	22,178	5,544	14,622	7,654	3,631	18,163	-	18,163	-
Detroit-HRD-EMG-1176-2018	16,650	13,489	3,170	11,517	1,963	2,879	14,396	-	14,396	-
Detroit-HRD-EMG-1178-2018	49,500	39,840	9,660	23,871	15,969	6,968	29,639	-	29,639	-
Detroit-HRD-EMG-1179-2018	53,030	42,400	10,630	18,027	27,373	3,757	18,784	-	18,784	-
Detroit-HRD-EMG-1180-2018	58,300	45,040	11,260	12,005	33,035	3,001	15,006	-	15,006	-
Detroit-HRD-EMG-1181-2018	20,735	16,588	4,147	4,257	12,321	1,057	6,334	-	6,334	-
Detroit-HRD-EMG-1183-2018	21,600	17,280	4,320	1,818	16,482	455	2,273	-	2,273	-
Detroit-HRD-EMG-1184-2018	27,326	21,000	6,326	2,501	19,399	820	3,121	-	3,121	-
Detroit-HRD-EMG-1185-2018	62,250	48,800	12,450	5,850	43,950	1,463	7,313	-	7,313	-
Detroit-HRD-Emg-1186-2018	33,800	26,800	7,000	10,312	16,688	2,668	12,880	-	12,880	-
Detroit-HRD-Emg-1187-2018	71,980	64,700	7,280	9,728	54,972	1,092	10,820	-	10,820	-
Subtotal	4,686,809	3,882,979	833,830	1,069,424	2,773,555	363,236	1,452,660	1,197,434	327,948	(62,722)

See Independent accountant's review report

DMC CONSULTANTS, INC.
d/b/a DMC CONSTRUCTION, INC.

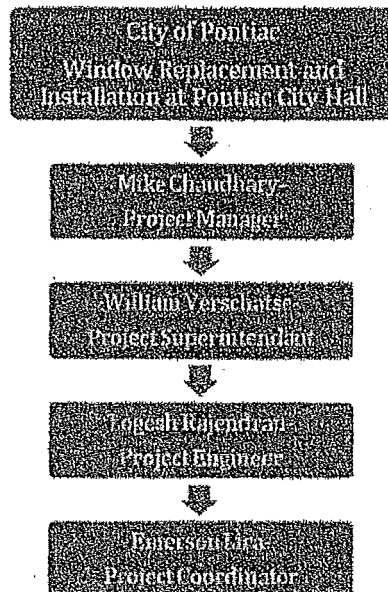
Schedule II - Construction Contracts in Progress (Continued)
Year Ended December 31, 2018

Job	Total Contract	Estimated Cost	Estimated Profit	Costs Incurred to Date	Estimated Cost to Complete	Gross Profit Realized	Contract Revenue Earned	Billed	Cost Plus Estimated Earnings in Excess of Billings	Billings in Excess of Cost and Estimated Earnings
DLBA-Demo-1011-2017	627,876	495,000	132,876	487,832	7,088	130,876	618,910	673,416	46,496	-
DLBA-Demo-1012-2017	398,279	300,600	97,679	282,568	85,032	65,321	347,689	346,137	1,752	-
DLBA-Demo-1022-2017	357,427	209,200	148,227	199,988	12,214	139,673	330,559	317,102	19,167	-
DLBA-Demo-1068-2017	127,616	80,679	37,238	73,792	18,787	30,335	104,127	100,750	3,377	-
DLBA-Demo-1110-2018	889,878	820,900	68,978	501,820	119,060	65,747	557,557	485,151	72,416	-
DLBA-Demo-1116-2018	703,269	632,960	70,319	606,062	126,889	58,222	562,284	165,891	396,393	-
DLBA-Demo-1123-2018	453,582	308,200	145,382	267,584	40,618	126,223	393,507	137,434	256,073	-
DLBA-Demo-1124-2018	842,112	577,900	84,212	338,545	239,355	37,817	378,182	138,333	239,829	-
DLBA-Demo-1125-2018	976,830	679,000	97,630	367,299	511,701	40,796	408,095	270,091	138,004	-
DLBA-Demo-1128-2018	449,389	404,400	44,989	83,604	320,798	9,297	82,901	76,787	16,144	-
DLBA-Demo-1182-2018	734,239	587,400	146,839	5,032	579,368	2,008	10,040	-	10,040	-
DLBA-Demo-1188-2018	1,068,308	984,000	109,308	10,816	973,984	1,179	11,795	-	11,795	-
Washtenaw Cty - 1080-2018	3,865	3,266	699	163	3,132	27	180	-	180	-
Wayne County - 1114 - 2	6,964	5,670	1,394	4,632	936	1,159	5,791	-	5,791	-
Wayne County - 1114 - 6	4,738	3,026	1,713	1,227	1,768	695	1,922	-	1,922	-
Wayne County - 1146-3	20,493	16,400	4,093	9,960	8,440	2,488	12,446	-	12,446	-
Wayne County - 1146-5	14,651	10,600	4,051	4,148	8,352	1,600	5,749	-	5,749	-
Wayne County - 1148-8	17,042	12,170	4,872	6,982	6,288	2,355	8,237	-	8,237	-
Wayne County - 1148-9	9,448	8,800	648	7,609	1,292	551	8,059	-	8,059	-
Wayne County - 1148-11	20,808	16,660	4,188	6,413	10,237	1,602	8,016	-	8,016	-
Wayne County - 1148-16	12,158	18,588	(4,410)	16,553	-	(4,410)	12,158	-	12,158	-
Wayne Metro - 1160-2018	86,981	73,934	13,047	67,881	8,073	11,976	79,836	82,520	17,210	-
Detroit Revitalization (PD&D) Const. Jobs-927	21,166	18,920	4,266	8,795	8,105	2,220	11,015	9,125	1,890	-
Total	\$ 12,188,899	\$ 10,136,910	\$ 2,031,989	\$ 4,327,411	\$ 6,809,499	\$ 1,098,792	\$ 5,428,203	\$ 3,958,246	\$ 1,820,579	\$ (62,722)

See Independent accountant's review report
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List of Employees



Consulting • Construction • Environmental • Demolition

Corporate Office 13500 Foley Street, Detroit, MI 48227 P 313. 491. 1815 F 313. 491. 1820 Web www.dmcgroupusa.com

Bid or
Proposal
Bond

Westfield Insurance Company

Westfield Insurance® 1 Park Circle, P.O. Box 5001,
Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210

KNOW ALL MEN BY THESE PRESENTS, that we, DMC Consulting, Inc.
13500 Foley, Detroit, MI 48227, as Principal, and
the Westfield Insurance Company, an Ohio Corporation, with its principal office at Westfield
Center, Ohio, as Surety, are held and firmly bound unto City of Pontiac
47450 Woodward Avenue, Pontiac, MI 48342, as Oblige, in
the penal sum of FIVE PERCENT OF BID AMOUNT (5%) DOLLARS;
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for City Hall Window Replacement and
Installation

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a
contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety
shall pay the Oblige the difference, not exceeding the penal sum hereof, between the amount of the contract entered
into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the
Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 13th day of January, 2020

DMC Consultants, Inc.

Principal

By: [Signature]

Westfield Insurance Company

By: [Signature]

Michael G. Zervos

Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/14/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 2141862 09

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GUS E. ZERVOS, ANGELO G. ZERVOS, DONALD W. BURDEN, STEPHEN M. ZERVOS, MICHAEL G. ZERVOS, JOINTLY OR SEVERALLY

of SOUTHFIELD and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 14th day of DECEMBER A.D., 2018.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina

ss:

On this 14th day of DECEMBER A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above Instrument; that he knows the seals of said Companies; that the seals affixed to said Instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina

ss:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13th day of January A.D., 2020.



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)



List of Legal Proceedings/Claims against DMC for the Past 5 Years

1) MIOSHA v/s DMC Consultants, Inc:

DMC was contracted for non-environmental interior demolition by a General Contractor. However the drywall had some positive joint compound, which was not revealed to DMC. The environmental work on this project was contracted to another contractor, and DMC was only performing non-environmental work. MIOSHA had fined DMC for \$265,000 for willful H&S (asbestos) violation. DMC has protested the violation. Recently a judgment was released by a Judge that the violation was not willful and the fines were reduced to \$3,400.

2) Standard Guarantee Insurance Company v/s DMC Consultants, Inc./Lakeshore Global/DLBA

DMC had demolished a property contracted by DLBA and inspected by Lakeshore Global. The property knocked down was located at 21233 Margareta, Detroit. DMC was not at fault as it has demolished the property under contract. Claim is settled by Insurance Company.

3) Douglas Evans v/s DMC Consultants, Inc.

Douglas Evans had filed a lawsuit against DMC claiming that he was injured at a DMC site. Douglas was not a DMC employee and the incident was a nuisance claim. **The case was dismissed in the Court.**

4) Dalon McClinton v/s DMC Consultants, Inc.

Dalon had claimed that he was injured by slipping into an open hole next to his house where DMC was performing Demolition. Dalon claimed the site had no fence and the earth gave away while he was chasing his dog. DMC has the site secured and has provided all pictures. **The case was settled by the Insurance Company.**

5) Connie Eywarave v/s DMC Consultants, Inc.

This was an Auto Insurance Claim. Connie's vehicle was hit by DMC's Truck. **The case is settled by Insurance Company.**

6) H&H Metals d/b/a Metro Waste v/s DMC Consultants, Inc.

H&H Metals had filed a lawsuit for non-payment for services provided on a DLBA project. They assumed DMC was the GC on the project. DMC did not work on the project. **The case was dismissed.**

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7) Jasso Brothers v/s DMC Consultants, Inc.

Jasso Brothers was a concrete contractor doing side-walks on DMC Demolition sites. DMC had paid around \$280,000 in 2017. He had also provided services in 2018 close to around \$180,000. DMC had paid almost \$40,000 to him on the contract. DMC's account department questioned his invoice, and asked an engineer to verify the quantities claimed by Jasso. Upon verification the engineer reported a lot of discrepancies between actual concrete poured and billed by the subcontractor. DMC has disputed his invoices.

DMC is filing a counter lawsuit against Jasso Brothers for fraud for over invoicing for the year 2017. Upon inspection DMC realized that Jasso Brother cheated DMC and over invoiced and got paid from DMC for the work performed in 2017. The case was withdrawn and the matter was settled between parties.

Consulting • Construction • Environmental • Demolition

Corporate Office 13600 Foley Street, Detroit, MI 48227 P 313. 491. 1815 F 313. 491. 1820 Web www.dmcgroupusa.com

STATE OF MICHIGAN
DEPARTMENT OF LICENSING
AND REGULATORY AFFAIRS
P.O. BOX 30670
LANSING, MI 48909

M210403 001 R -0189

Please tell us about your licensing
experience by completing our
anonymous customer survey at:
www.michigan.gov/larasurvey

STATE OF MICHIGAN-DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
RESIDENTIAL BUILDER COMPANY
LICENSE

D.O. - MANISH SURENDRA CHAUDHARY
DMC CONSULTANTS INC
DBA/ DMC CONSTRUCTION INC
13500 FOLEY
DETROIT MI 48227

LICENSE NO. 2102181340 EXPIRATION DATE 05/31/2020 AUDIT NO 3148669

DMC CONSULTANTS INC
DBA/ DMC CONSTRUCTION INC
13500 FOLEY
DETROIT MI 48227

Inquiries Regarding this License
Please provide your license number on all correspondence,
and when contacting the Department.

www.michigan.gov/bpl

Bureau of Professional Licensing
Department of Licensing and Regulatory Affairs
P.O. Box 30670
Lansing, MI 48909

(517) 373-8088

Complaint Information
The issuance of this license or permit should not be
construed as a waiver or dismissal of any complaints or
violations pending against the licensee, its agents,
employees or qualifying officer.

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

M750652

RESIDENTIAL BUILDER COMPANY
LICENSE

- D. O. - MANISH SURENDRA CHAUDHARY

INDV#12101193024

DMC CONSULTANTS INC
DBA/ DMC CONSTRUCTION INC
13500 FOLEY
DETROIT MI 48227

LICENSE NO.
2102181340

EXPIRATION DATE

AUDIT NO

THIS DOCUMENT IS NOT VALID



Building, Safety, Engineering & Environmental Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 402, Detroit, MI 48226
(313) 224-7168

Issued to: **DMC CONSULTANTS, INC. (2018)**

13500 FOLEY

DETROIT, MI 48227

Residential Builders Contractors Registration

Date Issued: **12/20/2019**

License Number: **LIC2006-00423**

Fee Amount: **\$72.00**

Expiration Date: **12/31/2020**



Building, Safety, Engineering & Environmental Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 402, Detroit, MI 48226
(313) 224-7168

12/20/2019

Residential Builders

LIC2006-00423

Contractors Registration

This is to certify that DMC CONSULTANTS, INC. (2018) is qualified to perform the functions of the license(s) listed above and is duly licensed in accordance with the applicable city ordinance.

Expires: **12/31/2020**

David Bell, Director



Building, Safety, Engineering & Environmental Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 402, Detroit, MI 48226
(313) 224-7168

Fee Amount: **\$72.00**

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DETROIT, MI 48227

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Buildings, Safety, Engineering & Environmental Department
 Coleman A. Young Municipal Center
 Woodward Avenue, Suite 402, Detroit, MI 48226
 (313) 224-3168

Issued to: DMC CONSULTANTS INC
 13500 FOLEY
 DETROIT, MI 48227

Wrecking Contractor's License Class B License Number: LIC2008-00320
 Date Issued: 1/7/2020 Expiration Date: 12/31/2020
 Fee Amount: \$302.00

\$302.00

Wrecking Contractor's License
 Class B LIC2008-00320

I, the undersigned, hereby certify that DMC CONSULTANTS INC is qualified to perform the functions of the license(s) listed above and is duly licensed as indicated hereon in accordance with the applicable city ordinances.

Witness my hand and the seal of DMC CONSULTANTS INC on 1/6/2020.

David Bell
 Director

Fee Amount: \$302.00

Buildings, Safety, Engineering & Environmental Department
 Coleman A. Young Municipal Center
 Woodward Avenue, Suite 402, Detroit, MI 48226
 (313) 224-3168

I, the undersigned, hereby certify that DMC CONSULTANTS INC is qualified to perform the functions of the license(s) listed above and is duly licensed as indicated hereon in accordance with the applicable city ordinances.

Wrecking Contractor's License Class B License Number: LIC2008-00320
 Issued: 1/7/2020 Expires: 12/31/2020

13500 FOLEY
 DETROIT, MI 48227

Wrecking Contractor's License Class B DMC CONSULTANTS INC 2018 (W) DMC CONSULTANTS INC 2018 (W)
 David Bell, Director

This is to certify that

DMC Consultants, Inc.

has satisfactorily met the requirements of the Michigan Lead Abatement Act of 1986,
and is hereby recognized as a

LEAD ABATEMENT CONTRACTOR

Contractor number **C-00394**

This certification entitles the named persons to the rights and privileges afforded by the Act, as well
as the authority to perform regulated lead-based paint activities in the State of Michigan
until December 31, 2020.



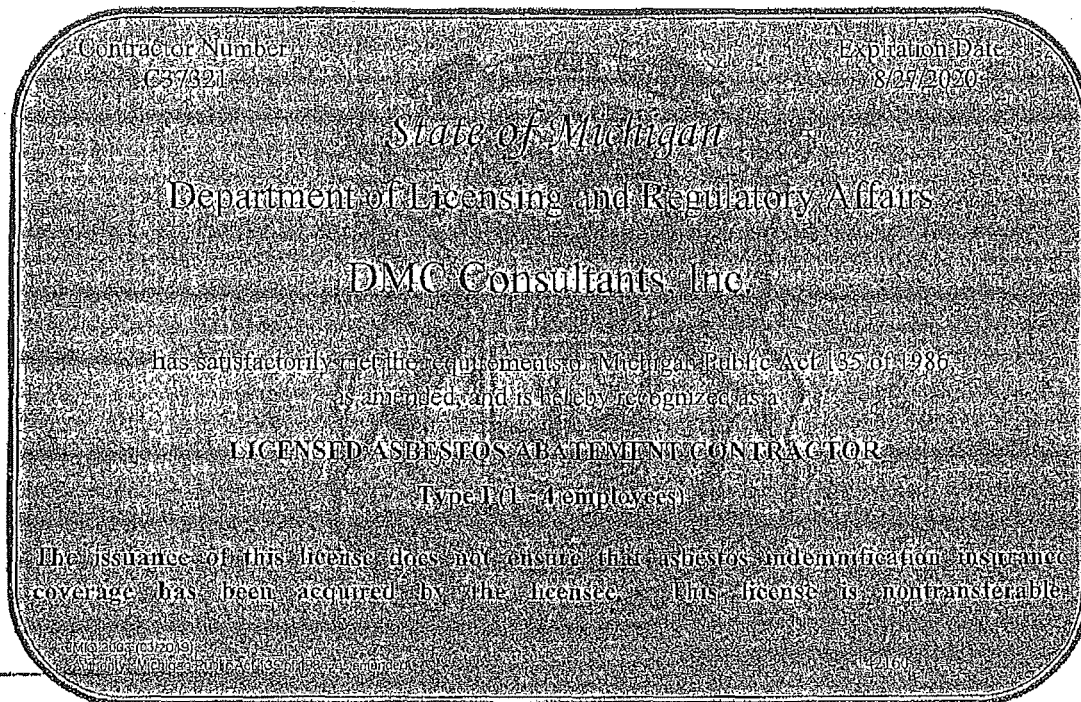
Healthy
Homes
Section

DOH-0650 (6/99)

Manager, HHSS

December 5, 2019

Authority: P.A. 368 of 1978, as amended



DMC Consultants, Inc.
13500 Foley Street
Detroit, MI 48227

The Michigan Department of Licensing and Regulatory Affairs (LARA) has reviewed and approved your application for a Michigan Asbestos Abatement Contractors License. The License Certificate is valid for a period of one year.

The Department is requiring each licensed asbestos abatement contractor to notify the Department of any asbestos abatement project exceeding 10 linear feet or 15 square feet of friable asbestos containing material. This notification must reach the office of the Asbestos Program at least 10 days before the beginning of each project. If for any reason there are revisions or modifications to a notification, your company must notify LARA by FAX (517.284.7700), telephone, or email (asbestos@michigan.gov). If the revision is via telephone, your company must follow-up with a formal written revision.

Please be advised, your company must continue to maintain records of post-abatement air monitoring results. LARA can and may request these post asbestos abatement monitoring results periodically. Please be reminded that any additional or new employees must be accredited before they engage in any asbestos abatement activities.

To apply for renewal of this license, please submit an application no sooner than 90 days and no later than 30 days before the license expires. The Department must also be notified of any address or ownership changes. Project notifications and questions regarding your license should be directed to the Michigan Department of Licensing and Regulatory Affairs, MIOSHA Asbestos Program, P.O. Box 30671, Lansing, Michigan 48909, 517.284.7698.

Michael T. Mason

Michael T. Mason
Industrial Hygiene Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guy Hurley, LLC 1080 Kirts Blvd., Suite 500 Troy MI 48084		CONTACT NAME: Holly Tabbert PHONE (A/C, No. Ext): (248) 519-1435 FAX (A/C, No.): (248) 519-1401 E-MAIL: htabbert@ghbh.com ADDRESS:	
INSURED DMC Consultants Inc. dba DMC Construction 13500 Foley St. Detroit MI 48227		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company NAIC #: 17370 INSURER B: National Fire Ins. of Hartford 20478 INSURER C: Valley Forge Insurance Co. 20508 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 19-20 GL Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (See coverage)
	<input checked="" type="checkbox"/> Contractual Liability		ECP202231711	5/8/2019	5/8/2020	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU Included					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPO AGG \$ 2,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		6046113584	5/8/2019	5/8/2020	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		PEX202231811	5/8/2019	5/8/2020	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	6046113598	5/8/2019	5/8/2020	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine		EW26046140624	5/8/2019	5/8/2020	Leased/Rented Equipment \$50,000
A	Pollution Liability		ECP202231711	5/8/2019	5/8/2020	Lim/Aggregate \$1M/\$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Detroit
Dept of Building & Safety
Engineering & Environment Dept
1008 Coleman A Young Municipal
4th Floor
Detroit, MI 48226

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard McGregor/WREAL

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INS025 (201401)

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#7

**COMMUNICATION
FROM THE
MAYOR**



OAKLAND COUNTY Small Business Relief Program: Grants

Important Things to Know:

As a small business owner in Pontiac you can get help for losses caused by the COVID 19 crises. There are two programs, but you will have to determine which one is right for your company.

You can only apply for one:

Small Business Grant (Part of the Michigan Small Business Relief Program)
Small Business Loan (Part of the Michigan Small Business Relief Program)

To be eligible for either the grant or loan, your business must have experienced significant financial hardship as a result of the COVID-19 outbreak or related state executive orders.

Overview

- 50 employees or fewer.
- Working capital to support payroll expenses, rent, mortgage, utility, or other similar expenses.
- Able to demonstrate an income loss as a result of the COVID-19 outbreak or related state executive orders.
- You can apply for up to \$10,000.

Instructions

1. Go to

www.oakgov.com/covid/businessrelief

2. Click the Small Business Grant button to download the Grant Eligibility Form and Application (note - they are both in a single Excel file).
3. Save the file as – Grant Business Name
4. After completing both the Eligibility Form and Application email it as an attachment to:

stabilizationfundgrant@oakgov.com

WHAT HAPPENS

Your form and application will be reviewed promptly by your local district. Due to the significant number of businesses that will be impacted and limited resources available under this program, applicants will be prioritized based on the following criteria: Local partner priorities and businesses previously financially viable and now at risk of closure or unable to pay working capital expenses (i.e., rent, payroll etc.) without immediate support.



Michigan Small Business Relief Program: Grants

Important Things to Know:

A program has been established to provide immediate grant support for businesses hardest hit by COVID-19.

Source of the Funding: Michigan Small Business Relief Program

Funding Amount: \$10 million

Funding Availability: On or about April 1, 2020

Overview

Provide up to \$10 million in grant funding to one or more local economic development organizations or nonprofit economic development organizations to provide grants up to \$10,000 to support certain small businesses statewide that have realized a significant financial hardship as a result of the COVID-19 outbreak. Amount per lead local economic development partner will be determined based on potential impact per region.

Eligible Business

- The company is in an industry outlined in Executive Order 2020-9, or any subsequent Executive Order of similar intent ("EO"), or demonstrates it is otherwise affected by the COVID-19 outbreak, that meets one or more of the following: provides support to impacted employees, is located in a downtown district or high impact corridor or has 50 employees or less, or is a company that provides services to companies outlined in the EO and requires additional employees to support to companies or employees impacted by EO;
- The company has 50 employees or less;
- The company needs working capital to support payroll expenses, rent, mortgage payments, utility expenses, or other similar expenses that occur in the ordinary course of business; and
- The company is able to demonstrate an income loss as a result of the EO, or the COVID-19 outbreak.

Uses

Grants may be used for working capital to support payroll expenses, rent, mortgage payments, utility expenses, or other similar expenses that occur in the ordinary course of business

Additional Information can be found online at:

michiganbusiness.org/covid19/

Small Business Grant

Grant Qualifications

- 50 employees or fewer.
- Working capital to support payroll expenses, rent, mortgage, utility, or other similar expenses.
- Able to demonstrate an income loss as a result of the COVID-19 outbreak or related state executive orders.
- You can apply for up to \$10,000.

Instructions

1. Click the Small Business Grant button below to download the Grant Eligibility Form and Application (note - they are both in a single Excel file).
2. Save the file as – Grant_BusinessName
3. After completing both the Eligibility Form and Application email it as an attachment to: stabilizationfundgrant@oakgov.com



OAKLAND COUNTY Small Business Relief Program: Loans

Important Things to Know:

As a small business owner in Pontiac you can get help for losses caused by the COVID 19 crises. There are two programs, but you will have to determine which one is right for your company.

You can only apply for one:

Small Business Grant (Part of the Michigan Small Business Relief Program)
Small Business Loan (Part of the Michigan Small Business Relief Program)

To be eligible for either the grant or loan, your business must have experienced significant financial hardship as a result of the COVID-19 outbreak or related state executive orders.

Overview

- 100 employees or fewer.
- Working capital to support payroll expenses, rent, mortgage, utility, or other similar expenses.
- Able to demonstrate that the company is unable to access credit through alternative sources.
- Able to demonstrate an income loss as a result of the COVID-19 outbreak or related state executive orders.
- Loans to range from \$50,000 to \$200,000.

Instructions

1. Go to

www.oakgov.com/covid/businessrelief

2. Click the Small Business Loan button to download the Loan Eligibility Form and Application (note - they are both in a single Excel file).
3. Save the file as – Loan Business Name
4. After completing both the Eligibility Form and Application email it as an attachment to:

stabilizationfundloan@oakgov.com

What Happens

Your form and application will be reviewed promptly by your local district. Due to the significant number of businesses that will be impacted and limited resources available under this program, applicants will be prioritized based on the following criteria: Local partner priorities and businesses previously financially viable and now at risk of closure or unable to pay working capital expenses (i.e., rent, payroll etc.) without immediate support.



Michigan Small Business Relief Program: Loans

Important Things to Know:

A program has been established to provide immediate small business loans to businesses immediately impacted by COVID-19.

Source of the Funding: Michigan Small Business Relief Program

Funding Amount: \$10 million

Funding Availability: On or about April 1, 2020

Overview

Provides up to \$10 million for small business loans to one or more Community Development Financial Institution ("CDFI") or a licensed SBA not-for-profit institutions ("Eligible SBA Non-Profit"), or directly from the MSF to eligible borrowers to be used to provide low-interest loans with flexible repayment terms to support certain small businesses statewide that have realized a significant financial hardship as a result of the COVID-19 outbreak. Loans to eligible borrowers must be \$50,000 or more and are capped at \$200,000.

Eligible Business

- The company is in an industry outlined in Executive Order 2020-9 ("EO"), or demonstrates it is otherwise affected by the COVID-19 outbreak, or is a company that provides goods and services to companies to the aforementioned;
- The company has fewer than 100 employees;
- The company needs working capital to support payroll expenses, rent, mortgage payments, utility expenses, or other similar expenses that occur in the ordinary course of business;
- The company can demonstrate that it is unable to access credit through alternative sources;
- The company can demonstrate an income loss of as a result of Executive Order 2020-9.

Uses & Terms

- Loans may be used for working capital to support payroll expenses, rent, mortgage payments, utility expenses, or other similar expenses that occur in the ordinary course of business.
- Interest .25% per annum
- Repayment terms will be determined based on business need and are anticipated to be monthly interest only payments for the first 60 months with all principal due to be repaid no later than 120 months following closing.

Additional Information can be found online at: michiganbusiness.org/covid19/

FOR HELP CONTACT COMMUNITY AND ECONOMIC DEVELOPMENT (248) 758-3300



The Small Business Owner's Guide to the CARES Act

The programs and initiatives in the *Coronavirus Aid, Relief, and Economic Security (CARES) Act* that was just passed by Congress are intended to assist business owners with whatever needs they have right now. When implemented, there will be many new resources available for small businesses, as well as certain non-profits and other employers. This guide provides information about the major programs and initiatives that will soon be available from the Small Business Administration (SBA) to address these needs, as well as some additional tax provisions that are outside the scope of SBA.

To keep up to date on when these programs become available, please stay in contact with your local Small Business Administration (SBA) District Office, which you can locate [here](#).

Struggling to get started? The following questions might help point you in the right direction. Do you need:

- **Capital to cover the cost of retaining employees?** Then the [Paycheck Protection Program](#) might be right for you.
- **A quick infusion of a smaller amount of cash to cover you right now?** You might want to look into an [Emergency Economic Injury Grant](#).
- **To ease your fears about keeping up with payments on your current or potential SBA loan?** The [Small Business Debt Relief Program](#) could help.
- **Just some quality, free counseling to help you navigate this uncertain economic time?** The [resource partners](#) might be your best bet.

Already know what resources you're looking for? The table of contents can direct you to more information about the program or assistance product you need.

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Economic Injury Disaster Loans and Emergency Economic Injury Grants	7
Small Business Counseling	9
Small Business Contracting	10
Small Business Tax Provisions	11

Paycheck Protection Program (PPP) Loans

The program would provide cash-flow assistance through 100 percent federally guaranteed loans to employers who maintain their payroll during this emergency. If employers maintain their payroll, the loans would be forgiven, which would help workers remain employed, as well as help affected small businesses and our economy snap-back quicker after the crisis. PPP has a host of attractive features, such as forgiveness of up to 8 weeks of payroll based on employee retention and salary levels, no SBA fees, and at least six months of deferral with maximum deferrals of up to a year. Small businesses and other eligible entities will be able to apply if they were harmed by COVID-19 between February 15, 2020 and June 30, 2020. This program would be retroactive to February 15, 2020, in order to help bring workers who may have already been laid off back onto payrolls. **Loans are available through June 30, 2020.**

FREQUENTLY ASKED QUESTIONS

QUESTION: What types of businesses and entities are eligible for a PPP loan?

- Answer:
- Businesses and entities must have been in operation on February 15, 2020.
 - Small business concerns, as well as any business concern, a 501(c)(3) nonprofit organization, a 501(c)(19) veterans organization, or Tribal business concern described in section 31(b)(2)(C) that has fewer than 500 employees, or the applicable size standard in number of employees for the North American Industry Classification System (NAICS) industry as provided by SBA, if higher.
 - Individuals who operate a sole proprietorship or as an independent contractor and eligible self-employed individuals.
 - Any business concern that employs not more than 500 employees per physical location of the business concern and that is assigned a NAICS code beginning with 72, for which the affiliation rules are waived.
 - Affiliation rules are also waived for any business concern operating as a franchise that is assigned a franchise identifier code by the Administration, and company that receives funding through a Small Business Investment Company.

QUESTION: What are affiliation rules?

Answer: Affiliation rules become important when SBA is deciding whether a business's affiliations preclude them from being considered "small." Generally, affiliation exists when one business controls or has the power to control another or when a third party (or parties) controls or has the power to control both businesses. Please see this resource for more on these rules and how they can impact your business's eligibility.

QUESTION: What types of non-profits are eligible?

Answer: In general, 501(c)(3) and 501(c)(19) non-profits with 500 employees or fewer as most non-profit SBA size standards are based on revenue, not employee number. You can check here.

QUESTION: How is the loan size determined?

Answer: Depending on your business's situation, the loan size will be calculated in different ways (see below). The maximum loan size is always **\$10 million**.

- **If you were in business February 15, 2019 – June 30, 2019:** Your max loan is equal to 250 percent of your average monthly payroll costs during that time period. If your business employs seasonal workers, you can opt to choose March 1, 2019 as your time period start date.
- **If you were not in business between February 15, 2019 – June 30, 2019:** Your max loan is equal to 250 percent of your average monthly payroll costs between January 1, 2020 and February 29, 2020.
- **If you took out an Economic Injury Disaster Loan (EIDL) between February 15, 2020 and June 30, 2020** and you want to refinance that loan into a PPP loan, you would add the outstanding loan amount to the payroll sum.

QUESTION: What costs are eligible for payroll?

- Answer:**
- Compensation (salary, wage, commission, or similar compensation, payment of cash tip or equivalent)
 - Payment for vacation, parental, family, medical, or sick leave
 - Allowance for dismissal or separation
 - Payment required for the provisions of group health care benefits, including insurance premiums
 - Payment of any retirement benefit
 - Payment of State or local tax assessed on the compensation of employees

QUESTION: What costs are not eligible for payroll?

- Answer:**
- Employee/owner compensation over \$100,000
 - Taxes imposed or withheld under chapters 21, 22, and 24 of the IRS code
 - Compensation of employees whose principal place of residence is outside of the U.S.
 - Qualified sick and family leave for which a credit is allowed under sections 7001 and 7003 of the Families First Coronavirus Response Act

QUESTION: What are allowable uses of loan proceeds?

- Answer:**
- Payroll costs (as noted above)
 - Costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums
 - Employee salaries, commissions, or similar compensations (see exclusions above)
 - Payments of interest on any mortgage obligation (which shall not include any prepayment of or payment of principal on a mortgage obligation)
 - Rent (including rent under a lease agreement)
 - Utilities
 - Interest on any other debt obligations that were incurred before the covered period

QUESTION:	What are the loan term, interest rate, and fees?
Answer:	For any amounts not forgiven, the maximum term is 10 years, the maximum interest rate is 4 percent, zero loan fees, zero prepayment fee (SBA will establish application fees caps for lenders that charge).
QUESTION:	How is the forgiveness amount calculated?
Answer:	<p>Forgiveness on a covered loan is equal to the sum of the following payroll costs incurred during the covered 8 week period compared to the previous year or time period, proportionate to maintaining employees and wages (excluding compensation over \$100,000):</p> <ul style="list-style-type: none"> • Payroll costs plus any payment of interest on any covered mortgage obligation (not including any prepayment or payment of principal on a covered mortgage obligation) plus any payment on any covered rent obligation plus and any covered utility payment.
QUESTION:	How do I get forgiveness on my PPP loan?
Answer:	<p>You must apply through your lender for forgiveness on your loan. In this application, you must include:</p> <ul style="list-style-type: none"> • Documentation verifying the number of employees on payroll and pay rates, including IRS payroll tax filings and State income, payroll and unemployment insurance filings. • Documentation verifying payments on covered mortgage obligations, lease obligations, and utilities. • Certification from a representative of your business or organization that is authorized to certify that the documentation provided is true and that the amount that is being forgiven was used in accordance with the program's guidelines for use.
QUESTION:	What happens after the forgiveness period?
Answer:	Any loan amounts not forgiven are carried forward as an ongoing loan with max terms of 10 years, at a maximum interest rate of 4%. Principal and interest will continue to be deferred, for a total of 6 months to a year after disbursement of the loan. The clock does not start again.
QUESTION:	Can I get more than one PPP loan?
Answer:	No, an entity is limited to one PPP loan. Each loan will be registered under a Taxpayer Identification Number at SBA to prevent multiple loans to the same entity.
QUESTION:	Where should I go to get a PPP loan from?
Answer:	All current SBA 7(a) lenders (see more about 7(a) here) are eligible lenders for PPP. The Department of Treasury will also be in charge of authorizing new lenders, including non-bank lenders, to help meet the needs of small business owners.

QUESTION: How does the PPP loan coordinate with SBA's existing loans?

Answer: Borrowers may apply for PPP loans and other SBA financial assistance, including Economic Injury Disaster Loans (EIDLs), 7(a) loans, 504 loans, and microloans, and also receive investment capital from Small Business Investment Corporations (SBICs). However, you cannot use your PPP loan for the same purpose as your other SBA loan(s). For example, if you use your PPP to cover payroll for the 8-week covered period, you cannot use a different SBA loan product for payroll for those same costs in that period, although you could use it for payroll not during that period or for different workers.

QUESTION: How does the PPP loan work with the temporary Emergency Economic Injury Grants and the Small Business Debt Relief program?

Answer: Emergency Economic Injury Grant and Economic Injury Disaster Loan (EIDL) recipients and those who receive loan payment relief through the Small Business Debt Relief Program may apply for and take out a PPP loan as long as there is no duplication in the uses of funds. Refer to those sections for more information.

Small Business Debt Relief Program

This program will provide immediate relief to small businesses with non-disaster SBA loans, in particular 7(a), 504, and microloans. Under it, SBA will cover all loan payments on these SBA loans, including principal, interest, and fees, for six months. This relief will also be available to new borrowers who take out loans within six months of the President signing the bill into law.

FREQUENTLY ASKED QUESTIONS	
QUESTION:	Which SBA loans are eligible for debt relief under this program?
Answer:	7(a) loans not made under the Paycheck Protection Program (PPP), 504 loans, and microloans. Disaster loans are not eligible (see p. 7 for more information on these).
QUESTION:	How does debt relief under this program work with a PPP loan?
Answer:	Borrowers may separately apply for and take out a PPP loan, but debt relief under this program will not apply to a PPP loan.
QUESTION:	How do I know if I'm eligible for a 7(a), 504, or microloan?
Answer:	In general, businesses must meet <u>size standards</u> , be based in the U.S., be able to repay, and have a sound business purpose. To check whether your business is considered small, you will need your business's 6-digit North American Industry Classification System (NAICS) code and 3-year average annual revenue. Each program has different requirements, see https://www.sba.gov/funding-programs/loans for more details.
QUESTION:	What is a 7(a) loan and how do I apply?
Answer:	7(a) loans are an affordable loan product of up to \$5 million for borrowers who lack credit elsewhere and need access to versatile financing, providing short-term or long-term working capital and to purchase an existing business, refinance current business debt, or purchase furniture, fixtures and supplies. In the program, banks share a portion of the risk of the loan with SBA. There are many different types of 7(a) loans, you can visit this site to find the one that's best for you. You apply for a 7(a) loan with a bank or a mission-based lender. SBA has a free referral service tool called Lender Match to help find a lender near you.
QUESTION:	What is a 504 loan and how do I apply?
Answer:	The 504 Loan Program provides loans of up to \$5.5 million to approved small businesses with long-term, fixed-rate financing used to acquire fixed assets for expansion or modernization. It is a good option if you need to purchase real estate, buildings, and machinery. You apply through a Certified Development Company, which is a nonprofit corporation that promotes economic development. SBA has a free referral service tool called Lender Match to help find a lender near you.
QUESTION:	What is a microloan and how do I apply?
Answer:	The Microloan Program provides loans up to \$50,000 to help small businesses and certain not-for-profit childcare centers to start up and expand. The average microloan is about \$13,000. These loans are delivered through mission-based lenders who are also able to provide business counseling. SBA has a free referral service tool called Lender Match to help find a microlender near you.
QUESTION:	I am unfamiliar with SBA loans, can anyone help me apply?
Answer:	Yes, SBA resource partners are available to help guide you through the loan application process. You can find your nearest Small Business Development Center (SBDC) or Women's Business Center here .

Economic Injury Disaster Loans & Emergency Economic Injury Grants

These grants provide an emergency advance of up to \$10,000 to small businesses and private non-profits harmed by COVID-19 within three days of applying for an SBA Economic Injury Disaster Loan (EIDL). To access the advance, you first apply for an EIDL and then request the advance. **The advance does not need to be repaid under any circumstance**, and may be used to keep employees on payroll, to pay for sick leave, meet increased production costs due to supply chain disruptions, or pay business obligations, including debts, rent and mortgage payments.

FREQUENTLY ASKED QUESTIONS	
QUESTION:	Are businesses and private non-profits in my state eligible for an EIDL related to COVID-19?
Answer:	Yes, those suffering substantial economic injury in all 50 states, DC, and the territories may apply for an EIDL.
QUESTION:	What is an EIDL and what is it used for?
Answer:	EIDLs are lower interest loans of up to \$2 million, with principal and interest deferment at the Administrator's discretion, that are available to pay for expenses that could have been met had the disaster not occurred, including payroll and other operating expenses.
QUESTION:	Who is eligible for an EIDL?
Answer:	<p>Those eligible are the following with 500 or fewer employees:</p> <ul style="list-style-type: none"> • Sole proprietorships, with or without employees • Independent contractors • Cooperatives and employee owned businesses • Tribal small businesses <p>Small business concerns and small agricultural cooperatives that meet the applicable size standard for SBA are also eligible, as well as most private non-profits of any size. See <u>below</u> for more info on size standards.</p>
QUESTION:	My private non-profit is not a 501(c)(3). Is it still eligible for an EIDL and a grant?
Answer:	Yes, if you are a private non-profit with an effective ruling letter from the IRS, granting tax exemption under sections 501(c), (d), or (e) of the Internal Revenue Code of 1954, <u>or</u> if you can provide satisfactory evidence from the State that the non-revenue producing organization or entity is a non-profit one organized or doing business under State law. However, a recipient that is principally engaged in teaching, instructing, counseling, or indoctrinating religion or religious beliefs, whether in a religious or secular setting, or primarily engaged in political or lobbying activities is not eligible to receive an EIDL. If you are uncertain whether you qualify, please consult with legal counsel to determine whether your organization meets program criteria.
QUESTION:	Who is eligible for an Emergency Economic Injury Grant?
Answer:	Those eligible for an EIDL and who have been in operation since January 31, 2020 , when the public health crisis was announced.

QUESTION:	How long are Emergency Economic Injury Grants available?
Answer:	January 31, 2020 – December 31, 2020. The grants are backdated to January 31, 2020 to allow those who have already applied for EIDLs to be eligible to also receive a grant.
QUESTION:	If I get an EIDL and/or an Emergency Economic Injury Grant, can I get a PPP loan?
Answer:	Whether you've already received an EIDL unrelated to COVID-19 or you receive a COVID-19 related EIDL and/or Emergency Grant between January 31, 2020 and June 30, 2020, you may also apply for a PPP loan. If you ultimately receive a PPP loan or refinance an EIDL into a PPP loan, any advance amount received under the Emergency Economic Injury Grant Program would be subtracted from the amount forgiven in the PPP. However, you cannot use your EIDL for the same purpose as your PPP loan. For example, if you use your EIDL to cover payroll for certain workers in April, you cannot use PPP for payroll for those same workers in April, although you could use it for payroll in March or for different workers in April.
QUESTION:	How do I know if my business is a small business?
Answer:	Please visit https://www.sba.gov/size-standards/ to find out if your business meets SBA's small business size standards. You will need the 6-digit North American Industry Classification Code for your business and your business's 3-year average annual revenue.
QUESTION:	How do I apply for an economic injury disaster loan?
Answer:	To apply for an EIDL online, please visit https://disasterloan.sba.gov/ela/ . Your <u>SBA District Office</u> is an important resource when applying for SBA assistance.
QUESTION:	I am unfamiliar with the EIDL process, can anyone help me apply?
Answer:	Yes, SBA resource partners are available to help guide you through the EIDL application process. You can find the nearest Small Business Development Center (SBDC), Women's Business Center, or SCORE mentorship chapter at https://www.sba.gov/local-assistance/find/ .

Counseling & Training

If you, like many small business owners, need a business counselor to help guide you through this uncertain time, you can turn to your local Small Business Development Center (SBDC), Women's Business Center (WBC), or SCORE mentorship chapter. These resource partners, and the associations that represent them, will receive additional funds to expand their reach and better support small business owners with counseling and up-to-date information regarding COVID-19. There will soon be a joint platform that consolidates information and resources related to COVID-19 in order to provide consistent, timely information to small businesses. To find a local resource partner, visit <https://www.sba.gov/local-assistance/find/>.

In addition, the Minority Business Development Agency's Business Centers (MBDCs), which cater to minority business enterprises of all sizes, will also receive funding to hire staff and provide programming to help their clients respond to COVID-19. Not every state has a MBDC. To find out if there is one that services your area, visit [this site](#).

FREQUENTLY ASKED QUESTIONS	
QUESTION:	Do I have to pay for counseling and training through SBDCs, WBCs, and MBDCs?
Answer:	Counseling is free and training is low-cost with these partners. The additional funds that Congress provided will help keep this possible. Mentorship through SCORE is always free.
QUESTION:	What is a SBDC?
Answer:	SBDCs are a national network of nearly 1,000 centers that are located at leading universities, colleges, state economic development agencies and private partners. They provide counseling and training to new and existing businesses. Each state has a lead center that coordinates services specifically for that state, which you can find by clicking the link above. To find out more about SBDCs, visit https://americassbdc.org/about-us/ .
QUESTION:	What is a WBC; is it only for women?
Answer:	WBCs are a national network of more than 100 centers that offer one-on-one counseling, training, networking, workshops, technical assistance and mentoring to entrepreneurs on numerous business development topics. In addition to women, WBCs are mandated to serve the needs of underserved entrepreneurs, including low-income entrepreneurs. They often offer flexible hours to meet the needs of their diverse clientele. To find out more about WBCs, visit https://www.awbc.org/ .
QUESTION:	What is SCORE?
Answer:	SCORE provides free, confidential business advice through our volunteer network of 10,000+ business experts. You can meet with a mentor online. Find out more here .
QUESTION:	Who do MBDCs serve?
Answer:	MBDCs are a good option for minority-owned businesses (including those owned by Black, Hispanic, Asian American/Pacific Islander, and American Indian business owners), especially those seeking to penetrate new markets — domestic & global — and grow in size and scale.

Contracting

If you are a government contractor, there are a number of ways that Congress has provided relief and protection for your business. Agencies will be able to modify terms and conditions of a contract and to reimburse contractors at a billing rate of up to 40 hours per week of any paid leave, including sick leave. The contractors eligible are those whose employees or subcontractors cannot perform work on site and cannot telework due to federal facilities closing because of COVID-19.

If you need additional assistance, please reach out to your local Small Business Development Center, Women's Business Center, SCORE chapter, or SBA District Office. You should also work with your agency's contracting officer, as well as the agency's Office of Small and Disadvantaged Business Utilization (OSDBU).

Small Business Tax Provisions

Employee Retention Credit for Employers Subject to Closure or Experiencing Economic Hardship

This provision would provide a refundable payroll tax credit for 50 percent of wages paid by eligible employers to certain employees during the COVID-19 crisis. The credit is available to employers, including non-profits, whose operations have been fully or partially suspended as a result of a government order limiting commerce, travel or group meetings. The credit is also provided to employers who have experienced a greater than 50 percent reduction in quarterly receipts, measured on a year-over-year basis.

Wages of employees who are furloughed or face reduced hours as a result of their employer's closure or economic hardship are eligible for the credit. For employers with 100 or fewer full-time employees, all employee wages are eligible, regardless of whether an employee is furloughed. The credit is provided for wages and compensation, including health benefits, and is provided for the first \$10,000 in wages and compensation paid by the employer to an eligible employee. Wages do not include those taken into account for purposes of the payroll credits for required paid sick leave or required paid family leave, nor for wages taken into account for the employer credit for paid family and medical leave (IRC sec. 45S).

- **The credit is not available to employers receiving assistance through the Paycheck Protection Program. The credit is provided through December 31, 2020.**

Delay of Payment of Employer Payroll Taxes

This provision would allow taxpayers to defer paying the employer portion of certain payroll taxes through the end of 2020, with all 2020 deferred amounts due in two equal installments, one at the end of 2021, the other at the end of 2022. Payroll taxes that can be deferred include the employer portion of FICA taxes, the employer and employee representative portion of Railroad Retirement taxes (that are attributable to the employer FICA rate), and half of SECA tax liability.

- **Deferral is not provided to employers receiving assistance through the Paycheck Protection Program.**



Economic Injury Disaster Loan (EIDL) from the SBA

Important Things to Know:

The U.S. Small Business Administration (SBA) has designated COVID-19, the "Corona Virus" as a qualifying event for the provision of Economic Injury Disaster Loans (EIDL) for businesses and private non-profits in declared zones.

Source of the Funding: U.S. Treasury – Small Business Administration

Funding Amount: Up to \$2 Million per loan

Funding Availability: Applications Open Now – <http://disasterloan.sba.gov>

Overview

The EIDL is a low-interest, fixed-rate loan that can provide up to \$2 million in assistance for a small business. SBA's Economic Injury Disaster Loan (EIDLs) funds come directly from the U.S. Treasury. Applicants do not go through a bank to apply, and instead, apply directly to the SBA. Actual loan amounts are based on the amount of economic injury. The EIDL helps meet the necessary financial obligations that your business or private non-profit organization could have met had the disaster not occurred. This is working capital for expenses, it does not replace profits.

Eligible Business

EIDL provides up to \$2 million of financial assistance to small businesses or private, non-profit organizations that suffer substantial economic injury as a **direct result** of the declared disaster.

- ✓ Is my Businesses directly affected by the disaster?
- ✓ Does my business offer services directly related to the businesses in the emergency declaration?
- ✓ Has the disaster caused other businesses to suffer and that is now affecting my business?

Depending on your industry, a small business could be defined as business with a maximum of 250 employees or a maximum of 1,500 employees.

Uses & Terms

- Loans may be used for working capital to support payroll expenses, rent, mortgage payments, utility expenses, or other similar expenses that occur in the ordinary course of business.
- interest rate is 3.75%
- long-term repayments in order to keep payments affordable, up to a maximum of 30 years. Terms are determined on a case-by-case basis, based upon each borrower's ability to repay.

Additional Information can be found online at: <http://disasterloan.sba.gov/>

FOR HELP CONTACT COMMUNITY AND ECONOMIC DEVLEOPMENT (248) 758-3300

#8

**COMMUNICATION
FROM THE
MAYOR**

UNEMPLOYMENT INSURANCE

File Your Claim By **Last Name**

ONLINE FILING SCHEDULE:



michigan.gov/uia

A-L

FILE CLAIMS

**Monday
Wednesday
Friday**

M-Z

FILE CLAIMS

**Sunday
Tuesday
Thursday**

Saturday if you missed your days

WEBSITE IS 24/7

CALL CENTER FILING SCHEDULE:



1-866-500-0017

A-L

CALL ON

**Monday
&
Wednesday**

M-Z

CALL ON

**Tuesday
&
Thursday**

Friday if you missed your days

8 AM-5 PM MON-FRI

The day or time of day in which a claim is filed will not impact whether you receive benefits or your benefit amount. Additionally, your claim can be backdated to reflect the date you were laid off or let go due to COVID-19.

#9

**Monthly
Report**

2-14-20

Check Register

02/18/2020 04:54 PM

User: JPETERS

DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 02/08/2020 - 02/14/2020

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
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Bank BOND FIFTH THIRD BOND ACCOUNT

Check Type: Paper Check

02/14/2020	12705	10002889	50th District Court	180S29244A F	250.00	Open
02/14/2020	12706	10002889	50th District Court	1910890M F	250.00	Open
02/14/2020	12707	10002889	50th District Court	110S26584A A	45.00	Open
02/14/2020	12708	10002889	50th District Court	180S26074A A	45.00	Open
02/14/2020	12709	10002889	50th District Court	160S01541A A	170.00	Open
02/14/2020	12710	10002889	50th District Court	2000750M A	125.00	Open
02/14/2020	12711	10002889	50th District Court	190761SM 10%	50.00	Open
02/14/2020	12712	10002889	50th District Court	130S13951A F	250.00	Open
02/14/2020	12713	10002889	50th District Court	191646SM 10%	50.00	Open
02/14/2020	12714	10002889	50th District Court	190S30618B 10 %	50.00	Open
02/14/2020	12715	10002889	50th District Court	060939878X F	45.00	Open
02/14/2020	12716	10002889	50th District Court	180S03887A A	45.00	Open
02/14/2020	12717	BOND	DAVID JOHN BLASKOWSKI	160S01541A R	80.00	Open
02/14/2020	12718	BOND	DAVID JOHN BLASKOWSKI	160S01541B R	185.00	Open
02/14/2020	12719	BOND	DAVID JOHN BLASKOWSKI	160S01541C R	210.00	Open
02/14/2020	12720	BOND	DAVID JOHN BLASKOWSKI	160S19090A R	250.00	Open
02/14/2020	12721	BOND	DAVID JOHN BLASKOWSKI	160S19090B R	160.00	Open
02/14/2020	12722	BOND	DAVID JOHN BLASKOWSKI	161423080M R	75.00	Open
02/14/2020	12723	BOND	EMORY NICHOLS JR	191646SM R	450.00	Open
02/14/2020	12724	BOND	JUDITH SAGE	180S42873D R	91.00	Open
02/14/2020	12725	BOND	KENMONTE STANLEY	190S30618B R	450.00	Open
02/14/2020	12726	00002208	OAKLAND COUNTY CLERK	191250FY C	5,000.00	Open
02/14/2020	12727	00002208	OAKLAND COUNTY CLERK	200050FY C	5,000.00	Open
02/14/2020	12728	BOND	SALONDA NAKITA LAGRONE	10PO03981A R	60.00	Open
02/14/2020	12729	BOND	VIRGIE RUSH	190761SM R	450.00	Open

Total For 02/14/2020: 13,836.00

Total Paper Check: 13,836.00

BOND TOTALS:

Total of 25 Checks: 13,836.00

Less 0 Void Checks: 0.00

Total of 25 Disbursements: 13,836.00

Bank CONS CONSOLIDATED

Check Type: EFT Transfer

02/14/2020	692(E)	00000603	Oakland County Treasurer	2019-013120County	245,593.68	Open
02/14/2020	693(E)	10003903	Pontiac Public Library	2019-013120Library	2,980.89	Open
02/14/2020	694(E)	00012890	Pontiac Schools	2019-01310Operating	43,077.72	Open
02/14/2020	695(E)	00012890	Pontiac Schools	2019-0131Sinking	9,919.12	Open
02/14/2020	696(E)	00012890	Pontiac Schools	2019-013120MESSA	1,382.22	Open

Total For 02/14/2020: 302,953.63

Total EFT Transfer: 302,953.63

Check Type: Paper Check

02/18/2020 04:54 PM
 User: JPETERS
 DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
 CHECK DATE FROM 02/08/2020 - 02/14/2020

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
02/12/2020	526881	10004356	International Council of Shopping	2-3-19 Gustafsson,V.	85.00	Open
02/12/2020	526882	10004356	International Council of Shopping	Feb. 13, 2020	465.00	Open
Total For 02/12/2020:					550.00	
02/14/2020	526883	10002840	21st Century Media Newspapers, LLC	AD#1946425	380.00	Open
02/14/2020	526884	00000011	Adlers Towing Service, Inc.	H01523	125.00	Open
02/14/2020	526885	10004324	Amanda McBride	1-27-2020 PM	240.00	Open
02/14/2020	526886	10004305	Ameena Razia Sheikh	1-7-20 18149147OM	40.00	Open
				1-9-20 1670106SM	75.00	Open
				1-9-20 18148735OM	75.00	Open
				1-23-20 AM	240.00	Open
				1-28-20 191399OM	75.00	Open
				12-31-19 1909800M	40.00	Open
					545.00	
02/14/2020	526887	10004326	Amy M. Hopp	1-27-2020 AM	240.00	Open
02/14/2020	526888	10002333	Auto Value - APC Store	646130-313	29.16	Open
02/14/2020	526889	10004207	Belem Morales Law Office	1-16-20 191361SM	80.00	Open
				12-10-19 1771817-SM	80.00	Open
					160.00	
02/14/2020	526890	00000104	Bills Plumbing & Sewer Service	111736	937.65	Open
02/14/2020	526891	00001103	Blue Cross Blue Shield of Michigan	60418-600-0320	60,695.61	Open
				60418-601-0320	13,979.16	Open
				60418-604-0320	4,614.15	Open
				60418-605-0320	8,955.45	Open
					88,244.37	
02/14/2020	526892	00001103	Blue Cross Blue Shield of Michigan	60418-602-0320	42,841.56	Open
02/14/2020	526893	00000119	Bostick Truck Center, LLC	346547	136.28	Open
02/14/2020	526894	10003919	Brittany Anne Costello	1-28-20 PM	240.00	Open
02/14/2020	526895	10003781	Bruce E. Crossman	1/4/20 15138073OM	24.00	Open
				1/1/2020 1772126SM	40.00	Open
				1/14/2020 191542SM	160.00	Open
				1/14/20 191631SM	48.00	Open
				12/23/19 191631SM	24.00	Open
					296.00	
02/14/2020	526896	10003346	City of Auburn Hills	71000518575-0120	19,634.21	Open
02/14/2020	526897	00001244	Comcast Cablevision	990-1024326-0220	261.32	Open
02/14/2020	526898	10004348	Cory Westmoreland	1/2/20 DV	80.00	Open
				1/15/20 18148309OM	80.00	Open
				1/24/20 AM	240.00	Open
					400.00	
02/14/2020	526899	10003307	Dave's Electric Services, Inc.	14723	429.10	Open
02/14/2020	526900	10004309	Dover & Company, LLC	14297	213.75	Open
02/14/2020	526901	00000247	DTE Energy	910040679979-	85,237.66	Open
02/14/2020	526902	00000247	DTE Energy	440-2777841-0220	32.96	Open
02/14/2020	526903	10004178	Dwight Major	0208202023	100.00	Open
02/14/2020	526904	10004332	Edith Blakney Law Firm, PLLC	1/29/20 PM	80.00	Open
				12/3/19 191514SM	80.00	Open

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 User: JPETERS
 DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
 CHECK DATE FROM 02/08/2020 - 02/14/2020

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				12/30/19 191180SM	640.00	Open
					800.00	
02/14/2020	526905	10004164	Frank Benion Jr	0208202021	250.00	Open
02/14/2020	526906	10004424	Frederick Pruitt	0208202025	250.00	Open
02/14/2020	526907	10004398	Gary Ashton	0208202020	100.00	Open
02/14/2020	526908	00000357	Golling Buick GMC Inc.	PNCQ432403	63.47	Open
02/14/2020	526909	00000436	Gracey Law Firm, PLLC	1/3/20 19-1654SM	80.00	Open
				1/14/20 19-1131-SM	40.00	Open
				1/14/20 18-73071SM	40.00	Open
				1/14/20 200026-SM	40.00	Open
				1/14/20 19-0111SM	40.00	Open
				1/14/20 19-0568-SM	150.00	Open
					390.00	
02/14/2020	526910	10004422	Health Care Cost Management	0002	69.65	Open
02/14/2020	526911	10003261	Hillarie F. Boettger, PLLC	1/27/20 AM	320.00	Open
02/14/2020	526912	10001885	Hubbell, Roth & Clark, Inc.	176351	7,195.61	Open
				176355	5,480.84	Open
					12,676.45	
02/14/2020	526913	10004337	Idumesaro Law Firm, PLLC	1/11/20 190741SM	40.00	Open
				1/15/20 19-1107SM	556.00	Open
				01/29/20 AM	240.00	Open
					836.00	
02/14/2020	526914	REFUND DEP	Ilar C. Craig	R#81465-221384	100.00	Open
02/14/2020	526915	10004415	Integrity Testing & Safety Administ	27164	881.18	Open
02/14/2020	526916	10000960	Iron Mountain Incorporated	CKBH718	313.57	Open
02/14/2020	526917	10000960	Iron Mountain Incorporated	202070747	320.26	Open
				CKBH492 -	293.08	Open
				CKBH494	224.93	Open
					838.27	
02/14/2020	526918	10004399	James M Huddleston	0208202035	43.75	Open
02/14/2020	526919	00010529	Jett Pump & Valve, LLC.	19552	380.00	Open
02/14/2020	526920	10004163	John C. Bowie	020820207	250.00	Open
02/14/2020	526921	10004427	Joshua D West PLC	1/21/20 AM	240.00	Open
02/14/2020	526922	10003866	K and Q Law, PC	1/10/20 19-18410M	40.00	Open
				1/10/20 15-67948SM	75.00	Open
				1/10/2020 19-1468SM	240.00	Open
				1/10/20 19-18030M	80.00	Open
				1/10/20 19-18410M	80.00	Open
				1/10/20 15-67948SM	295.00	Open
				1/28/20 PM	240.00	Open
				12/29/19 19-16820M	75.00	Open
				12/29/19 19-19760M	75.00	Open
				12/30/19 18-140660M	75.00	Open
					1,275.00	
02/14/2020	526923	10003942	Law Office of D Ann Parker, PC	1/24/20 PM	240.00	Open
02/14/2020	526924	10002474	Law offices of Moneka L. Sanford	PI1/27/20 PM	240.00	Open
				1/29/20 PM	240.00	Open

02/18/2020 04:54 PM
User: JPETERS
DB: Pontiac

CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 02/08/2020 - 02/14/2020

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					480.00	
02/14/2020	526925	00010223	Lisa C Watkins Law Office	1/9/20 19-1502SM	80.00	Open
				1/14/20 19-1422SM	40.00	Open
				1/14/20 19-1457SM	66.40	Open
				12/30/19 19-1196SM	80.00	Open
				1/14/20 20-0001SM	40.00	Open
				1/14/20 191422SM	320.00	Open
				12/6/19 19-1458SM	40.00	Open
				12/30/19 19-1196SM	40.00	Open
				1/9/20	200.00	Open
				1/14/20 191457SM-JT	280.00	Open
					1,186.40	
02/14/2020	526926	00001592	Loomis	12563672	1,031.69	Open
02/14/2020	526927	10004400	Lucetry Dalton	0208202019	125.00	Open
02/14/2020	526928	10000123	Marilyn D.Walker	1/23/20 PM	240.00	Open
02/14/2020	526929	00012978	Meadowbrook, Inc.	3851	3,697.50	Open
02/14/2020	526930	10004366	MGM Legal, PLLC	1/23/20 PM	240.00	Open
02/14/2020	526931	10003957	Mona Storm - Storm Reporting	February 11, 2020	100.00	Open
02/14/2020	526932	10002517	Motor City Fastners DBA Industrials	1361189	7.25	Open
02/14/2020	526933	10004421	NES Plumbing	6774156	150.00	Open
				6750091	288.50	Open
					438.50	
02/14/2020	526934	00000603	Oakland County Treasurer	12125 31-JAN-20	56.52	Open
02/14/2020	526935	10003730	Oakland Cty Assoc of Assesing Offic	2-11-2020 Training	60.00	Open
02/14/2020	526936	10000078	Occupational HealthCenters of MI	PC713094449	112.50	Open
				P#I04-0227411204	145.63	Open
					258.13	
02/14/2020	526937	00012982	PCM Sales Inc	5707384-00-Jan2020	25,750.00	Open
02/14/2020	526938	00002317	Plante & Moran, PLLC	1793503	24,100.00	Open
				1793504	15,063.00	Open
					39,163.00	
02/14/2020	526939	10003275	Power Plan - AIS Construction	Y65589	1,402.63	Open
02/14/2020	526940	10004175	Richard Peterson	020820205	375.00	Open
02/14/2020	526941	00013067	Scott C. Kozak, Attorney at Law	1/28/20 AM	240.00	Open
02/14/2020	526942	10003760	Scott's Lock & Key Shop	1113	47.50	Open
02/14/2020	526943	10003769	Service Heating & Plumbing Corp	1912033	94.00	Open
02/14/2020	526944	REFUND DEP	Sheila Sing	R#81491-227695	100.00	Open
02/14/2020	526945	10004230	Solomon P Marve Sr.	0208202028	150.00	Open
02/14/2020	526946	00013050	Stacy A. Drouillard	1/16/20	304.00	Open
				1/23/20 AM	240.00	Open
				1/29/20 AM	240.00	Open
					784.00	
02/14/2020	526947	00012256	Staples Business Advantage	8057352070-438335763	530.43	Open
				8057352070-438335764	16.92	Open
				8057352070-438335765	77.38	Open
				8057352070-438335766	164.95	Open
				8057352070-438335767	31.83	Open

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CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 02/08/2020 - 02/14/2020

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				8057352070-438335768	55.94	Open
				8057249519-437234236	289.68	Open
				8057249519-437234238	259.90	Open
				8057249519-437234239	79.95	Open
					<u>1,506.98</u>	
02/14/2020	526948	00002630	State of Michigan	2019-013120SET	383.77	Open
02/14/2020	526949	10004140	Techniserve Inc.	39677	530.00	Open
02/14/2020	526950	00000275	The Law and Mediation Center PLLC	1/24/20 AM	240.00	Open
02/14/2020	526951	00013076	Turner Sanitation	A-49447	90.00	Open
02/14/2020	526952	00002895	Young Supply Co.	20188974-00	63.60	Open
					<u>339,882.83</u>	
				Total For 02/14/2020:	339,882.83	
					<u>340,432.83</u>	
				Total Paper Check:	340,432.83	

CONS TOTALS:

Total of 77 Checks:	643,386.46
Less 0 Void Checks:	0.00
Total of 77 Disbursements:	<u>643,386.46</u>

Bank COURT FIFTH THIRD-COURT OPERATING

Check Type: Paper Check

02/14/2020	7986	00001244	Comcast Cablevision	8529101461030042 FEB	104.85	Open
02/14/2020	7987	10004223	Court Innovations Incorporated	INV11124	325.00	Open
02/14/2020	7988	10000511	DATA LEGAL	24906	421.99	Open
02/14/2020	7989	10000511	DATA LEGAL	24977	384.41	Open
02/14/2020	7990	10003953	Erandy Pacheco	191000SM I	123.50	Open
02/14/2020	7991	10004110	Eric Adam Nissani	200S01030A I	91.85	Open
02/14/2020	7992	10004110	Eric Adam Nissani	191000SM I	94.85	Open
02/14/2020	7993	10000960	Iron Mountain Incorporated	CKBS919	620.07	Open
02/14/2020	7994	10000960	Iron Mountain Incorporated	CHLM641	567.35	Open
02/14/2020	7995	10004065	LEXISNEXIS RISK SOLUTIONS	1532762-20200131	213.84	Open
02/14/2020	7996	00000603	Oakland County Treasurer	INF0002561	500.00	Open
02/14/2020	7997	10003896	PMP Investments, LLC	2354	126.00	Open
02/14/2020	7998	10004108	Ricardo Caceres	200S01732A I	86.80	Open
02/14/2020	7999	00002483	ROSE PEST SOLUTIONS	30857942	49.00	Open
02/14/2020	8000	00010900	Shred-It	8129159704	114.44	Open
02/14/2020	8001	00012689	Smart Business Source, LLC	WO-64054-1	430.26	Open
02/14/2020	8002	10000944	Stella Reyes	200005FY I	73.00	Open
02/14/2020	8003	10000944	Stella Reyes	192027GC I	73.00	Open
02/14/2020	8004	10000944	Stella Reyes	160S09853A I	70.00	Open
					<u>4,470.21</u>	
				Total For 02/14/2020:	4,470.21	
					<u>4,470.21</u>	
				Total Paper Check:	4,470.21	

COURT TOTALS:

Total of 19 Checks:	4,470.21
Less 0 Void Checks:	0.00
Total of 19 Disbursements:	<u>4,470.21</u>

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CHECK REGISTER FOR CITY OF PONTIAC
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank PNCMM PNC MONEY MARKET						
Check Type: EFT Transfer						
02/14/2020	147(E)	00013053	City of Pontiac	2019-013120TD	128,925.35	Open
Total For 02/14/2020:					128,925.35	
Total EFT Transfer:					128,925.35	
PNCMM TOTALS:						
Total of 1 Checks:					128,925.35	
Less 0 Void Checks:					0.00	
Total of 1 Disbursements:					128,925.35	
REPORT TOTALS:						
Total of 122 Checks:					790,618.02	
Less 0 Void Checks:					0.00	
Total of 122 Disbursements:					790,618.02	

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Check Register

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CHECK REGISTER FOR CITY OF PONTIAC
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
02/21/2020	12730	10002889	50th District Court	1262770SM F	675.00	Open
				190S39060B F	300.00	Open
				191416SD F	250.00	Open
				190162SD A	235.00	Open
				C102141	285.00	Open
				1920040N A	135.00	Open
				1920050N A	115.00	Open
					<u>1,995.00</u>	
02/21/2020	12731	BOND	CAROL ANNETTE YOUNG	C102141 R	215.00	Open
02/21/2020	12732	BOND	DAVID HOLDINGS INC	1920050N R	20.00	Open
02/21/2020	12733	BOND	DIONSHAWN MCCOY	181492890M R	250.00	Open
02/21/2020	12734	00002208	OAKLAND COUNTY CLERK	200090FY C	1,000.00	Open
02/21/2020	12735	BOND	PHOENIX PLACE APARTMENTS	190823SMR	25.00	Open
02/21/2020	12736	BOND	ROSETA GUY	191629SM R	250.00	Open
02/21/2020	12737	BOND	STEVEN TERRY FAGAN	09B279281A R	45.00	Open
					<u>3,800.00</u>	
				Total For 02/21/2020:	3,800.00	
					<u>3,800.00</u>	
				Total Paper Check:	3,800.00	
BOND TOTALS:						
					3,800.00	
					<u>0.00</u>	
					3,800.00	
Bank CONS CONSOLIDATED						
Check Type: CheckStub						
02/21/2020	10(S)	00000050	AT & T	248253002602-20	459.34	Open
				248857561202-20	(459.34)	Open
					<u>0.00</u>	
					0.00	
				Total For 02/21/2020:	0.00	
					<u>0.00</u>	
				Total CheckStub:	0.00	
Check Type: Paper Check						
02/20/2020	526953	10003889	Oakland County Register of Deeds	2019-0219BOAMeeting	120.00	Open
				Total For 02/20/2020:	120.00	
02/21/2020	526954	REFUND DEP	123 Net	R#166277.	3,047.50	Open
02/21/2020	526955	10003843	Advanced Disposal Services	V20002271582	212,845.48	Open
02/21/2020	526956	10001187	Ant Doctor Pest Control	19-0125	175.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
02/21/2020	526957	00000050	AT & T	250472140-0220	83.33	Open
02/21/2020	526958	10003274	AT & T Long Distance	821555420-020420	21.43	Open
02/21/2020	526959	10002333	Auto Value - APC Store	646358-313	32.44	Open
				647369-313	74.61	Open
					107.05	
02/21/2020	526960	REFUND DEP	Bessie Anthony	R#98695	12,746.00	Open
02/21/2020	526961	00001101	Blue Care Network Of SE Michigan	200370112714	4,936.48	Open
02/21/2020	526962	00001103	Blue Cross Blue Shield of Michigan	7036880-0004-0320	11,738.93	Open
				7036880-0005-0320	6,624.17	Open
				7036880-0007-0320	14,115.29	Open
				7036880-0006-0320	165,996.15	Open
				7045068-0000-0320	12,958.61	Open
				7045068-0002-0320	1,917.62	Open
					213,350.77	
02/21/2020	526963	00000119	Bostick Truck Center, LLC	246474	450.00	Open
				246973	7.68	Open
				246975	8.40	Open
				122831	334.00	Open
					800.08	
02/21/2020	526964	00010759	BS&A Software	127653	47,469.00	Open
02/21/2020	526965	10004200	Casas Management LC	20-0004	4,367.00	Open
02/21/2020	526966	JUROR	Chambers, Jordon	Chambers, J 0220	68.70	Open
02/21/2020	526967	10003968	City of Rochester Hills	39320-39380	365.27	Open
02/21/2020	526968	JUROR	Coleman, Charmaine	Coleman, C 0220	68.70	Open
02/21/2020	526969	00001244	Comcast Cablevision	110-1037575-0220	174.35	Open
02/21/2020	526970	00000206	Consumers Energy	10-95261074-0220	14.00	Open
				52-96422630-0220	594.28	Open
				110-98711686-0220	2,027.12	Open
				216-97012165-0220	127.92	Open
				350-96873280-0220	24.30	Open
				825-97397342-0220	3,383.58	Open
				990-96288609-0220	699.16	Open
				47450-96189951-0220	2,976.40	Open
				70-96511412-0220	1,795.29	Open
				216-97012719-0220	52.18	Open
					11,694.23	
02/21/2020	526971	10004243	Creative Schools Management, LLC	19-05-102-008-2020 March 2020	5,000.00	Open
					26,000.00	Open
					31,000.00	
02/21/2020	526972	JUROR	Cross, Shianne	Cross, S 0220	61.20	Open
02/21/2020	526973	JUROR	Dawson, Melinda	Dawson, M 0220	68.70	Open
02/21/2020	526974	10000127	Delta Dental of Michigan	RIS000266322	1,140.23	Open
02/21/2020	526975	JUROR	Edward, Samuel	Edward, S 0220	68.70	Open
02/21/2020	526976	JUROR	Ewing, Katrina	Ewing, K 0220	68.70	Open
02/21/2020	526977	REFUND BD	Father & Son Construction	R#220044	215.00	Open
02/21/2020	526978	JUROR	Fields, Tanisha	Fields, T 0220	68.70	Open
02/21/2020	526979	10004308	Forster Vine Rochester Auto Wash	197	50.00	Open
02/21/2020	526980	REFUND DEP	Frank Rewold and Son Inc	R#174974	2,431.10	Open
02/21/2020	526981	00000357	Golling Buick GMC Inc.	PNCQ432775	64.14	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
02/21/2020	526982	10004182	Great Lakes Power & Lighting, Inc	19609	596.00	Open
02/21/2020	526983	JUROR	Green, Devan	Green,D 0220	68.70	Open
02/21/2020	526984	00001649	Home Depot/Comm. Credit	0024192	35.96	Open
				6020390	128.92	Open
				6022174 credit	(11.40)	Open
					153.48	
02/21/2020	526985	JUROR	Johnson, Destiny	Johnson,D. 0220	68.70	Open
02/21/2020	526986	JUROR	Leduff, Octave	Leduff,O 0220	68.70	Open
02/21/2020	526987	REFUND DEP	Martha Hester	R81492-228007	100.00	Open
02/21/2020	526988	JUROR	McGee, Dayshaneck	McGee,D	15.40	Open
02/21/2020	526989	00002024	Michigan Dept. of Transportation	MDOT00279-2/4/20	62,650.00	Open
				591-10501615	5,038.98	Open
					67,688.98	
02/21/2020	526990	10003957	Mona Storm - Storm Reporting	February 18, 2020	405.00	Open
02/21/2020	526991	10001088	Nelco Supply Co.	10097796	50.40	Open
				10097797	61.40	Open
				10097798	175.70	Open
					287.50	
02/21/2020	526992	10004421	NES Plumbing	6736522	240.00	Open
				6719372	200.00	Open
				6677258	750.00	Open
				6764298	3,575.00	Open
				6754442	1,850.00	Open
				6708746	285.00	Open
					6,900.00	
02/21/2020	526993	10004381	North American Construction Ent.LLC	Applicaton #7	169,695.63	Open
02/21/2020	526994	00002197	Nowak & Fraus, PLLC	101890	7,124.00	Open
				101897	7,047.00	Open
				102366	2,219.75	Open
				102372	15,632.00	Open
				102701	3,033.25	Open
				102707	7,499.00	Open
					42,555.00	
02/21/2020	526995	JUROR	Nowak, Eric	Nowak,E 0220	68.70	Open
02/21/2020	526996	00002217	Oakland County Legal News	1708057	93.80	Open
02/21/2020	526997	10001573	Oakland Schools	GR19073115188	9,741.27	Open
02/21/2020	526998	00013333	Office Management & Consulting	17304	5,900.00	Open
02/21/2020	526999	REFUND BD	Paradigm Plumbing Mechanical Inc	R3227503	50.00	Open
02/21/2020	527000	JUROR	Payne, Kenneth	Payne,K 0220	38.30	Open
02/21/2020	527001	JUROR	Perkins, Deandre	Perkins,D 0220	68.70	Open
02/21/2020	527002	10004333	Pipeline Management Company, Inc.	2020-005	4,879.50	Open
02/21/2020	527003	10003596	PM Technologies, LLC	133761	314.00	Open
02/21/2020	527004	JUROR	Powell, Kal	Powell,K 0220	68.70	Open
02/21/2020	527005	00011236	PreCise MRM LLC	200-1024511	150.00	Open
02/21/2020	527006	REFUND DEP	Prospect Missionary Baptist Church	R#176224	8,079.00	Open
02/21/2020	527007	REFUND DEP	Rena Brown	R81459-220917	100.00	Open
02/21/2020	527008	REFUND DEP	Rivore Metals	R#171501	1,725.00	Open
				R#205464	1,900.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					<u>3,625.00</u>	
02/21/2020	527009	JUROR	Rodgers, Sondria	Rodgers,S 0220	68.70	Open
02/21/2020	527010	JUROR	Smith, Sara	Smith,S. 0220	68.70	Open
02/21/2020	527011	00011704	Spencer Oil Company	2003101-012300	8,626.01	Open
02/21/2020	527012	10003819	State of Michigan Dept. Env Quality	MDOT 761-10498898	5,000.00	Open
02/21/2020	527013	JUROR	Taylor, Antonio	Taylor,A 0220	61.20	Open
02/21/2020	527014	10004376	Thomson Reuters Applications, Inc.	841761657-Jan.2020	120.00	Open
02/21/2020	527015	JUROR	Twitty, Damon	Twitty,D 0220	45.80	Open
02/21/2020	527016	REFUND BD	Wallside Windows	R#222335	95.00	Open
02/21/2020	527017	10002500	Welcome Baptist Church	Sat. Feb 22,2020	500.00	Open
				Total For 02/21/2020:	<u>883,922.31</u>	
				Total Paper Check:	<u>884,042.31</u>	
CONS TOTALS:						
Total of 66 Checks:					884,042.31	
Less 0 Void Checks:					<u>0.00</u>	
Total of 66 Disbursements:					<u>884,042.31</u>	
REPORT TOTALS:						
Total of 74 Checks:					887,842.31	
Less 0 Void Checks:					<u>0.00</u>	
Total of 74 Disbursements:					<u>887,842.31</u>	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
02/28/2020	12738	10002889	50th District Court	19OS15805A A	250.00	Open
				18OS32824A A	250.00	Open
				16OS21674A A	250.00	Open
				1907860M A	60.00	Open
				20OS01900B 10%	11.00	Open
				20OS01900B A	99.00	Open
					<u>920.00</u>	
02/28/2020	12739	BOND	ADEDAMOLA ADEMOLA-OLANIRAN	19WB03148	185.00	Open
02/28/2020	12740	BOND	AFAF SAAB	19BT04941A R	175.00	Open
02/28/2020	12741	BOND	DANDRE BERNARD RICHARDSON	11PO01310A R	1.00	Open
02/28/2020	12742	BOND	DEBRA WOOTEN	18174370GC R	100.00	Open
02/28/2020	12743	BOND	EVELYN MCMORRIS-EWING	1873669SD R	1,100.00	Open
02/28/2020	12744	BOND	GLORIA BOONE	200337GZ R	40.00	Open
02/28/2020	12745	BOND	JESSICA ALEXANDER	19OS26836A R	3.00	Open
02/28/2020	12746	BOND	JOHN WALTER GUNN	19OS42769A R	210.00	Open
02/28/2020	12747	BOND	KIMKESHALYTOIA JONES	18148633OM R	1,001.00	Open
02/28/2020	12748	BOND	KRISTIE MACKIN	19M615661 R	100.00	Open
02/28/2020	12749	00002208	OAKLAND COUNTY CLERK	200140FY C	500.00	Open
				191558FY C	5,000.00	Open
				191488FY C	250.00	Open
				200216FY C	100.00	Open
					<u>5,850.00</u>	
02/28/2020	12750	BOND	RICKY DEQUANDRE HODGES	1907860M R	190.00	Open
02/28/2020	12751	BOND	ROOSEVELT HALSELL JR	17146087OM R	250.00	Open
02/28/2020	12752	BOND	SERONIA HARRIS	17OS28348A R	2.00	Open
02/28/2020	12753	BOND	STEVEN MARK HOLDWICK	190995SMR	8,793.00	Open
02/28/2020	12754	BOND	VINCENT PAUL BECKOWITZ	19OS29294A R	3.00	Open
					<u>18,923.00</u>	
				Total For 02/28/2020:	18,923.00	
				Total Paper Check:	<u>18,923.00</u>	
BOND TOTALS:						
					18,923.00	
					<u>0.00</u>	
				Total of 17 Disbursements:	18,923.00	
Bank CONS CONSOLIDATED						
Check Type: EFT Transfer						
02/24/2020	702(E)	10004301	PNC Bank	Conf#3173039249	1,486.76	Open
				1-8-2020	216.00	Open
				34416886	249.59	Open
				Conf#F87SHC	383.80	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				R#68229175648	30.00	Open
				R46712990	315.00	Open
				1-7-2020	59.00	Open
					<u>2,740.15</u>	
				Total For 02/24/2020:	2,740.15	
02/28/2020	697(E)	00000603	Oakland County Treasurer	2019-021520TD	318,456.33	Open
02/28/2020	698(E)	10003903	Pontiac Public Library	2019-021520Library	2,012.31	Open
02/28/2020	699(E)	00012890	Pontiac Schools	2019-021520MESSA	889.96	Open
02/28/2020	700(E)	00012890	Pontiac Schools	2019-021520Operating	23,320.04	Open
02/28/2020	701(E)	00012890	Pontiac Schools	2019-021520Sinking	6,389.73	Open
02/28/2020	703(E)	10003750	WMHIP-W Michigan Health 8890	March 2020	26,490.54	Open
				Total For 02/28/2020:	<u>377,558.91</u>	
				Total EFT Transfer:	<u>380,299.06</u>	

Check Type: Paper Check

02/28/2020	527018	EMP. REIMB	Alexandria Riley	R#1637868101	114.97	Open
02/28/2020	527019	EMP. REIMB	Alexandria Riley	R#1533437987	20.16	Open
02/28/2020	527020	10004324	Amanda McBride	2-5-20 PM	240.00	Open
02/28/2020	527021	10004305	Ameena Razia Sheikh	1/7/20 191997OM	80.00	Open
				1-7-20 191739OM	80.00	Open
				2-10-20 18147528OM	80.00	Open
				2-10-20AM	240.00	Open
				2-10-20 191223SM	40.00	Open
				11-19-19 190908SD	240.00	Open
				10-8-19 190908SD	40.00	Open
				12-31-19 191739OM	40.00	Open
					<u>840.00</u>	
02/28/2020	527022	10004326	Amy M. Hopp	2-5-20 AM	240.00	Open
				2-12-20 PM	240.00	Open
					<u>480.00</u>	
02/28/2020	527023	00000050	AT & T	8310007501007-0220	1,294.90	Open
				8310007527298-0220	221.00	Open
					<u>1,515.90</u>	
02/28/2020	527024	00000050	AT & T	287269014755x021720	1,060.55	Open
02/28/2020	527025	10004207	Belem Morales Law Office	2-4-20 PM	240.00	Open
				10-31-19 1967791	275.00	Open
					<u>515.00</u>	
02/28/2020	527026	10003803	Benedetto Tiseo	20-002	50.00	Open
02/28/2020	527027	00000104	Bills Plumbing & Sewer Service	111736	937.65	Open
02/28/2020	527028	10003919	Brittany Anne Costello	1/29/20 AM	240.00	Open
				2-11-20 PM	240.00	Open
					<u>480.00</u>	

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CHECK REGISTER FOR CITY OF PONTIAC
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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
02/28/2020	527029	10003781	Bruce E. Crossman	1/1/20 190991sm 1-9-20 200004OM 1-19-20 191537SM 1/21/20 191612SM 1/22/20 200004 OM 1-24-20 191013OM 2/3/19 200071OM 2/3/20 190540130A 2-3-20 AM 2-4-20 AAM 2-13-20 AM	64.00 8.00 48.00 112.00 72.00 72.00 24.00 32.00 240.00 240.00 240.00	Open Open Open Open Open Open Open Open Open Open Open
					<u>1,152.00</u>	
02/28/2020	527030	REFUND DEP	Carlos B Vela	R#98693-208701	12,508.00	Open
02/28/2020	527031	00010597	Charesa D. Johnson	2-4-20 PM 2-18-20 AM	240.00 240.00	Open Open
					<u>480.00</u>	
02/28/2020	527032	10004021	Chris Onwuzurike	20-006	50.00	Open
02/28/2020	527033	00001244	Comcast Cablevision	825-903542484-0320	327.53	Open
02/28/2020	527034	00001244	Comcast Cablevision	825-0946958-0220 6180-0214665-0220 47450-0862478-0220 52-812853-0320	322.84 335.55 125.79 285.17	Open Open Open Open
					<u>1,069.35</u>	
02/28/2020	527035	10004348	Cory Westmoreland	2-12-20 AM 2-14-20 AM	240.00 240.00	Open Open
					<u>480.00</u>	
02/28/2020	527036	10004383	Dennis Thompson	2252020	405.00	Open
02/28/2020	527037	00001353	Detroit Elevator Co.	186416 186418	1,995.80 2,917.95	Open Open
					<u>4,913.75</u>	
02/28/2020	527038	10004332	Edith Blakney Law Firm, PLLC	1-8-20 Destings 1-21-20 1873108SM 1-22-20 191650SM 1-30-20 AM 2-11-20 191650SM 2-11-20 20041SM 2-11-20 AM 2-12-20 AM	852.00 75.00 26.40 240.00 260.00 80.00 240.00 240.00	Open Open Open Open Open Open Open Open
					<u>2,013.40</u>	
02/28/2020	527039	10004306	Erika D. Morgan Law, PLLC	2-3-20 FULL DAY 2-19-20 AM	480.00 240.00	Open Open
					<u>720.00</u>	
02/28/2020	527040	REFUND DEP	Ernestin Rainge	R#00065056	100.00	Open
02/28/2020	527041	10004164	Frank Benion Jr	0222202021	125.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
02/28/2020	527042	10004424	Frederick Pruitt	0222202025	162.50	Open
02/28/2020	527043	10004398	Gary Ashton	0222202020	75.00	Open
02/28/2020	527044	REFUND DEP	George Marshall, Jr.	R#81493-228044	100.00	Open
02/28/2020	527045	00013036	Giarmarco, Mullins & Horton, P.C.	93194-069B-7	5,360.00	Open
				93194-057B-64	6,010.00	Open
				93194-070B-7	915.00	Open
				93194-073B-2	960.00	Open
				93194-074B-2	420.00	Open
				93194-032B-89	1,860.00	Open
				93194-000B-102	22,318.66	Open
				93194-067B-11	2,430.00	Open
				93194-016B-101	32,078.25	Open
				93194-032B-88	3,387.00	Open
					<u>75,738.91</u>	
02/28/2020	527046	10004417	Gonzalez Law, PLLC	2-5-20 PM	240.00	Open
02/28/2020	527047	00000436	Gracey Law Firm, PLLC	1-22-20 20-0073-SM	80.00	Open
				1-28-20 AM	240.00	Open
				1-28-20 Milton C	40.00	Open
				1-31-20 PM	240.00	Open
				2-6-20 AM	240.00	Open
				2-10-20 PM	240.00	Open
				2-13-20 19-1629SM	40.00	Open
					<u>1,120.00</u>	
02/28/2020	527048	10000009	Great Lakes Auto Superstore LLC	2019-2020 utiltities	2,002.90	Open
				March 2020	5,833.33	Open
					<u>7,836.23</u>	
02/28/2020	527049	00001591	Guardian Alarm Company of Michigan	20760543	134.24	Open
02/28/2020	527050	10003261	Hillarie F. Boettger, PLLC	1-21-20 191653OM	8.00	Open
				1-21-20 200021OM	80.00	Open
				1-21-20 20-0021OM	24.00	Open
				1-21-20 200031OM	8.00	Open
				1-21-20 191648OM	20.00	Open
				1-27-20 18-146819OM	75.00	Open
				2-6-20 190541916	20.00	Open
				2-7-20 PM	240.00	Open
				2-10-20 200098SM	75.00	Open
				2-10-20 am	240.00	Open
					<u>790.00</u>	
02/28/2020	527051	10004337	Idumesaro Law Firm, PLLC	1-23-20 19-0923SM	480.00	Open
				1-23-20 19-1328SM	304.00	Open
				1-23-20 19-1637SM	400.00	Open
				1-24-20 18-148411OM	80.00	Open
				1-30-20 AM	240.00	Open
				2-14-20 191079SM	75.00	Open
				2-11-20 200160SM	75.00	Open
				2-12-20 200160SM	20.00	Open
				2-13-20 AM	240.00	Open
				2-11-20 200122OM	75.00	Open
					<u>1,989.00</u>	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
02/28/2020	527052	10004399	James M Huddleston	0222202035	62.50	Open
02/28/2020	527053	10004163	John C. Bowie	0222202007	275.00	Open
02/28/2020	527054	10004427	Joshua D West PLC	2-4-20 AM	240.00	Open
02/28/2020	527055	10003866	K and Q Law, PC	1-28-20 19-1962OM 1-28-20 19-1971OM 1-28-20 19-1783SM 2-5-20 AM 2-12-20 AM 2-19-20 AM	280.00 120.00 160.00 240.00 240.00 240.00	Open Open Open Open Open Open
					<u>1,280.00</u>	
02/28/2020	527056	10003806	Kevin Stewart	20-005	50.00	Open
02/28/2020	527057	10004210	Lance Alden Davis Sr.	022220201	100.00	Open
02/28/2020	527058	10003942	Law Office of D Ann Parker, PC	1-21-20 19-1571SM 1-27-20 191977OM 1-27-20 18148851OM 2-6-20 2000851OM 2-6-20 2000851OMa 2-18-20 ALL DAY	52.00 75.00 40.00 252.00 40.00 480.00	Open Open Open Open Open Open
					<u>939.00</u>	
02/28/2020	527059	10004387	Law Office of Khari Hatchett	1-30-20 PM 2-13-20 AM	240.00 240.00	Open Open
					<u>480.00</u>	
02/28/2020	527060	10002474	Law offices of Moneka L. Sanford	PI1-26-20 190877SM 2-11-20 PM 2-12-20 19-0685SM 2-12-20 19-1574SM 2-13-20 PM 12-16-19 19-1565SM	75.00 240.00 320.00 160.00 240.00 80.00	Open Open Open Open Open Open
					<u>1,115.00</u>	
02/28/2020	527061	10003741	Law Offices of Nadine R.Hatten, PLLC	2-4-20 200049SM	80.00	Open
02/28/2020	527062	00012690	Law Offices of Paulette Michel, PLLC	1-17-20 19-1432SM 1-29-20 200075OM 2-5-20 AM 2-14-20 PM 2159	75.00 75.00 240.00 240.00 3,750.00	Open Open Open Open Open
					<u>4,380.00</u>	
02/28/2020	527063	00010223	Lisa C Watkins Law Office	1-7-20 20-0002SM 2-4-20 20-0002SM 2-11-20 AM 2-18-20 AM	75.00 275.00 240.00 240.00	Open Open Open Open
					<u>830.00</u>	
02/28/2020	527064	10004400	Lucetry Dalton	0222202019	150.00	Open
02/28/2020	527065	10000123	Marilyn D.Walker	2-6-20 AM 1-31-20 AM 1-30-20 AM	240.00 240.00 240.00	Open Open Open
					<u>720.00</u>	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					720.00	
02/28/2020	527066	10004366	MGM Legal, PLLC	1-29-20 PM	240.00	Open
				2-6-20 PM	240.00	Open
				2-7-20	240.00	Open
					<u>720.00</u>	
02/28/2020	527067	00002036	Michigan Historic Preservation Netw	March 3, 2020	135.00	Open
02/28/2020	527068	00002068	Miller Canfield Paddock & Stone, PLC	1466659	32,550.00	Open
02/28/2020	527069	00010549	Mutual of Omaha Insurance Company	1061320863	9,177.11	Open
02/28/2020	527070	00002197	Nowak & Fraus, PLLC	100280	2,805.00	Open
				102996	6,316.75	Open
				101890	7,124.00	Open
				102366	2,219.75	Open
				102701	3,033.25	Open
				102999	341.50	Open
				103000	595.00	Open
				103001	403.00	Open
				103004	1,080.00	Open
				103046	14,664.00	Open
					<u>38,582.25</u>	
02/28/2020	527071	00000596	NTH Consultants, Ltd	621462	200.00	Open
02/28/2020	527072	00000598	Oakland County	SHF0005992OT	139,202.52	Open
				SHF0005992	975,936.37	Open
					<u>1,115,138.89</u>	
02/28/2020	527073	00002221	Oakland County Executive Office	2019-21520	8,358.95	Open
02/28/2020	527074	00002217	Oakland County Legal News	1708849	93.80	Open
				1708850	93.80	Open
				1708851	93.80	Open
				1708852	93.80	Open
					<u>375.20</u>	
02/28/2020	527075	00002229	Oakland County Road Commission	118184	330.06	Open
				118077	5,345.29	Open
					<u>5,675.35</u>	
02/28/2020	527076	10004254	Oakland University	2-11-2020	1,085.00	Open
02/28/2020	527077	10000078	Occupational HealthCenters of MI	PC713116853	225.00	Open
02/28/2020	527078	10004426	Pauline J. Woll	2-10-20 PM	240.00	Open
02/28/2020	527079	00002381	Primo Crafts, LLC	32521	603.00	Open
02/28/2020	527080	10003802	Ramona Hofmeister	20-004	50.00	Open
02/28/2020	527081	10004175	Richard Peterson	022220205	325.00	Open
02/28/2020	527082	00000716	S&S Worldwide, Inc.	IN100394522	279.04	Open
02/28/2020	527083	10004113	Scott A. Cope	20-003	50.00	Open
02/28/2020	527084	EMP. REIME	Sekar Bawa	Reimbursements	346.85	Open
02/28/2020	527085	10004230	Solomon P Marve Sr.	0222202028	375.00	Open
02/28/2020	527086	00013050	Stacy A. Drouillard	1-13-20 2000140M	24.00	Open
				1-14-20 2000130M	24.00	Open
				1-17-20 200080M	16.00	Open
				1-21-20 190627SM	75.00	Open
				1-21-20 200035SM	75.00	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				2-10-20 200014OM	104.00	Open
				2-11-20 200035SM	219.00	Open
				2-11-20 19053313OA	96.00	Open
				2-11-20 120079802A	80.00	Open
					<u>713.00</u>	
02/28/2020	527087	00012256	Staples Business Advantage	8057430692-438934621	370.25	Open
				8057430692-438934622	46.29	Open
				8057430692-438934623	799.95	Open
				8057510484-439509276	68.41	Open
				8057510484-439509277	70.25	Open
					<u>1,355.15</u>	
02/28/2020	527088	00010664	Truck & Trailer Specialties, Inc.	HRO005667	4,447.34	Open
				HSO006899	604.86	Open
				HSO006873	921.55	Open
					<u>5,973.75</u>	
02/28/2020	527089	10004330	Wilkerson Law, PLLC	1-13-20 191204OM	40.00	Open
				1-13-20 192052OM	40.00	Open
				1-13-20 17144979OM	40.00	Open
				1-13-20 18147528OM	40.00	Open
				1-14-20 1873727SM	80.00	Open
				10004330	120.00	Open
					<u>360.00</u>	
02/28/2020	527090	00010223	Lisa C Watkins Law Office	2-6-20 AM	240.00	Open
02/28/2020	527091	10000675	Michigan Joint Sealing, Inc.	016586	27,615.50	Open
02/28/2020	527092	00000603	Oakland County Treasurer	GRTMIDCCP1	109,471.00	Open
				Total For 02/28/2020:	<u>1,489,705.68</u>	
				Total Paper Check:	<u>1,489,705.68</u>	
CONS TOTALS:						
Total of 82 Checks:					1,870,004.74	
Less 0 Void Checks:					<u>0.00</u>	
Total of 82 Disbursements:					<u>1,870,004.74</u>	
Bank COURT FIFTH THIRD-COURT OPERATING						
Check Type: Paper Check						
02/28/2020	8005	00000050	AT & T	248857950102 JAN	31.59	Open
02/28/2020	8006	10004373	Barbara Jill Palulian	02192020	200.00	Open
				02212020	125.00	Open
					<u>325.00</u>	
02/28/2020	8007	BOND	BETHANY ANN WALKER	10/30/2019	567.53	Open
				11/30/2019	567.53	Open

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				12/31/2019	567.53	Open
					1,702.59	
02/28/2020	8008	10004429	Cleannet of Greater Michigan	DET0086080	4,021.07	Open
				DET0085783	3,496.58	Open
					7,517.65	
02/28/2020	8009	10000511	DATA LEGAL	25058	284.20	Open
				24984	8,905.75	Open
				25021	131.20	Open
					9,321.15	
02/28/2020	8010	00001649	Home Depot/Comm. Credit	7090829	42.54	Open
02/28/2020	8011	10001573	Oakland Schools	GR20022516014	46.00	Open
02/28/2020	8012	00012982	PCM Sales Inc	901097417	260.00	Open
02/28/2020	8013	10004108	Ricardo Caceres	200S02743A I	86.80	Open
02/28/2020	8014	10003760	Scott's Lock & Key Shop	2192020	184.95	Open
02/28/2020	8015	10000944	Stella Reyes	200S03528 I	108.00	Open
				20005FY I	108.00	Open
					216.00	

Total For 02/28/2020:

19,734.27

Total Paper Check:

19,734.27

COURT TOTALS:

Total of 11 Checks:

19,734.27

Less 0 Void Checks:

0.00

Total of 11 Disbursements:

19,734.27

Bank PNCMM PNC MONEY MARKET

Check Type: EFT Transfer

02/28/2020	148(E)	00013053	City of Pontiac	2019-021520TD	138,078.82	Open
				Total For 02/28/2020:	138,078.82	
				Total EFT Transfer:	138,078.82	

PNCMM TOTALS:

Total of 1 Checks:

138,078.82

Less 0 Void Checks:

0.00

Total of 1 Disbursements:

138,078.82

REPORT TOTALS:

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Total of 111 Checks:					2,046,740.83	
Less 0 Void Checks:					0.00	
Total of 111 Disbursements:					<u>2,046,740.83</u>	

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Check Register

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DB: Pontiac

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Bank BOND FIFTH THIRD BOND ACCOUNT						
Check Type: Paper Check						
03/06/2020	12755	10002889	50th District Court	180S04220A A	250.00	Open
				200018FY 10%	25.00	Open
				200S02192B A	250.00	Open
				191464SM 10%	50.00	Open
				191464SM A	450.00	Open
				200S00646A A	125.00	Open
				190876SM 10%	10.00	Open
				190876SM A	90.00	Open
				190920SD A	140.00	Open
				160S23165D A	45.00	Open
				160S23165A A	45.00	Open
				19145SD A	100.00	Open
					<u>1,580.00</u>	
03/06/2020	12756	BOND	AHKIYA JEFFERSON	200018FY R	225.00	Open
03/06/2020	12757	BOND	ALEXIS MONIQUE NOBLE	17146573OMR	100.00	Open
03/06/2020	12758	BOND	ANDREA MACK	190S38930A R	100.00	Open
03/06/2020	12759	BOND	CHARLES RICHARD JOHNSON	200S00646B R	160.00	Open
				200S00646A R	35.00	Open
					<u>195.00</u>	
03/06/2020	12760	BOND	DAVID WALTER ROEHRDANZ	200282GZ R	40.00	Open
03/06/2020	12761	BOND	EDDIE HERMEZ	1872678FYR	392.94	Open
03/06/2020	12762	BOND	JACK RIDGEWAY	200183OM R	100.00	Open
03/06/2020	12763	BOND	JERRY LAWRENCE LOFTON	1872528SMR	865.00	Open
03/06/2020	12764	BOND	KAITLYN WILLIS	190817SMR	80.00	Open
03/06/2020	12765	BOND	KAMILAH LEVERETT	191171SMR	25.00	Open
03/06/2020	12766	BOND	KIM PATTON	1262929SMR	100.00	Open
03/06/2020	12767	BOND	KIMBERLY ALFREDA FARRIS	130S30077C R	4.00	Open
03/06/2020	12768	00002208	OAKLAND COUNTY CLERK	200200FD C	500.00	Open
03/06/2020	12769	BOND	PHOENIX PLACE APARTMENTS	190823SMR	50.00	Open
03/06/2020	12770	BOND	ROBERT KOLODIN	1669437SMR	300.00	Open
03/06/2020	12771	BOND	STORAGE ONE	1263442SMR	90.00	Open
03/06/2020	12772	BOND	THE HOME DEPOT	1873884SMR	135.00	Open
03/06/2020	12773	BOND	UNITED STATES POSTAL SERVICE	1160165SLR	50.00	Open
03/06/2020	12774	BOND	ZORAN DIMITRIEVSKI	200S02192A R	285.00	Open
				200S02192C R	285.00	Open
				200S02192B R	35.00	Open
					<u>605.00</u>	
				Total For 03/06/2020:	<u>5,536.94</u>	
				Total Paper Check:	<u>5,536.94</u>	
BOND TOTALS:						
Total of 20 Checks:					5,536.94	
Less 0 Void Checks:					<u>0.00</u>	

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
Total of 20 Disbursements:					5,536.94	
Bank CONS CONSOLIDATED						
Check Type: Paper Check						
03/06/2020	527093	00000011	Adlers Towing Service, Inc.	1975	200.00	Open
				1977	200.00	Open
					<u>400.00</u>	
03/06/2020	527094	10004384	Air Doctors Heating & Cooling, LLC	1181	626.54	Open
03/06/2020	527095	10001957	Ajax Materials Corporation	246582	1,619.20	Open
				246603	367.40	Open
				246650	389.40	Open
				246674	812.90	Open
				246676	1,620.30	Open
					<u>4,809.20</u>	
03/06/2020	527096	EMP. REIMB	Alfred Nettle	T#622433	52.99	Open
03/06/2020	527097	10003733	Alliance Payment Solutions, Inc	317973-2020-0229	482.80	Open
03/06/2020	527098	10001187	Ant Doctor Pest Control	19-0125	175.00	Open
03/06/2020	527099	10004443	Ashley Childress	JAM18	100.00	Open
03/06/2020	527100	00000050	AT & T	8310005335294-0220	2,231.30	Open
				8310005335298-0220	1,739.19	Open
					<u>3,970.49</u>	
03/06/2020	527101	10003936	Belle Tire Distributors, Inc.	Order#34706769	464.00	Open
03/06/2020	527102	00000119	Bostick Truck Center, LLC	122970	452.10	Open
				247231	132.50	Open
				247235	91.68	Open
				247243	138.27	Open
					<u>814.55</u>	
03/06/2020	527103	00001156	C&S Motors, Inc.	FP191807	399.18	Open
				FP191834	34.09	Open
				FP192203	1,301.12	Open
				FP192204	807.14	Open
				FP192299	407.23	Open
				FP192253	128.50	Open
					<u>3,077.26</u>	
03/06/2020	527104	10004200	Casar Management LC	20-0005 2/9/20	4,080.50	Open
				20-0006	8,161.00	Open
					<u>12,241.50</u>	
03/06/2020	527105	10004433	Cinnamon Reese	JAM12	50.00	Open
03/06/2020	527106	00013053	City of Pontiac	2-29-20 PCVCC	393.79	Open
03/06/2020	527107	10004429	Cleannet of Greater Michigan	DET0085785	1,483.98	Open
				DET0086081	905.53	Open
				DET0086081	1,625.31	Open

Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
				DET0086082	975.19	Open
					4,990.01	
03/06/2020	527108	00001244	Comcast Cablevision	52-1022718-0320	261.32	Open
				990-0878763-0320	355.63	Open
					616.95	
03/06/2020	527109	10004126	Comfort Inn and Suites & Conference	694712818 3/11-13/20	714.00	Open
03/06/2020	527110	00013029	CompOne Administrators, Inc.	173693	17,997.30	Open
03/06/2020	527111	00000206	Consumers Energy	6180-96321407-0220	447.24	Open
03/06/2020	527112	REFUND DEP	Consumers Energy	R#227760	75.00	Open
03/06/2020	527113	REFUND DEP	Davida Reed	81812-228098	100.00	Open
03/06/2020	527114	10004383	Dennis Thompson	JAM1	300.00	Open
03/06/2020	527115	10004438	Deshara Geter	JAM4	100.00	Open
03/06/2020	527116	00001353	Detroit Elevator Co.	185536	184.00	Open
				185539	185.00	Open
					369.00	
03/06/2020	527117	00010679	DLZ Michigan, Inc -Johnson&Andersor	142124	1,061.50	Open
03/06/2020	527118	00000247	DTE Energy	60-910040233652-220	9,701.59	Open
				910040679979-0220	80,562.90	Open
					90,264.49	
03/06/2020	527119	10004428	eCivis, Inc.	2018-102074	7,000.00	Open
03/06/2020	527120	10004431	Effigy Media Arts Company	JAM10	275.00	Open
03/06/2020	527121	10004342	Elite Media	JAM6	150.00	Open
03/06/2020	527122	10004088	Fidelity Security Life Insurance Co	164243058	125.90	Open
				164243633	425.37	Open
				164245465	149.62	Open
					700.89	
03/06/2020	527123	10004444	Gold Vision Films	JAM22	100.00	Open
03/06/2020	527124	10004182	Great Lakes Power & Lighting, Inc	20048	7,733.51	Open
				20049	2,488.00	Open
				20050	546.55	Open
				20051	324.00	Open
				20052	15,131.62	Open
				20053	4,985.41	Open
				20054	4,884.00	Open
				20055	528.00	Open
				20058	5,194.16	Open
				20059	528.00	Open
				20060	3,336.61	Open
				20061	528.00	Open
				20026	5,062.11	Open
					51,269.97	
03/06/2020	527125	10003901	Greater Pontiac Community Coalitior	7789-23261	250.00	Open
03/06/2020	527126	10004085	Harlan Electric Company	1110302	1,616.70	Open
03/06/2020	527127	10004449	Herring Photography	JAM17	100.00	Open
03/06/2020	527128	00001643	Hodges Supply Company	1867602	1,420.99	Open
03/06/2020	527129	10004059	Hour Media, LLC	2020-36300	2,265.00	Open
03/06/2020	527130	00013088	Innovative Software Services, Inc.	2240	13,259.45	Open
03/06/2020	527131	10004445	Jabari Martin	JAM23	50.00	Open

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CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 03/01/2020 - 03/06/2020

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
03/06/2020	527132	10004448	Jeremiah Williams	JAM20	100.00	Open
03/06/2020	527133	10004450	Jonathoan Tassin	JAM25	100.00	Open
03/06/2020	527134	10004435	Keith Dorian Transou, Jr.	JAM15	100.00	Open
03/06/2020	527135	10004432	Kid Swoop	JAM8	50.00	Open
03/06/2020	527136	10004442	Larry Gibbs	JAM7	100.00	Open
03/06/2020	527137	EMP. REIMB	Larry Robinson	Inv 5734906	45.00	Open
03/06/2020	527138	10004437	Marc Bell	JAM2	100.00	Open
03/06/2020	527139	10004451	Maurice Richardson	3/4/20	350.00	Open
03/06/2020	527140	00000515	Michigan Dept. Of Agriculture	791-10493844	145.00	Open
03/06/2020	527141	00002068	Miller Canfield Paddock & Stone, PLC	1462439	26,397.00	Open
03/06/2020	527142	10001088	Nelco Supply Co.	10098182	189.48	Open
				10098653	173.60	Open
				10099059	131.60	Open
				10099018	89.10	Open
					<u>583.78</u>	
03/06/2020	527143	10004421	NES Plumbing	6785163	200.00	Open
				6694666	580.00	Open
				6847243	618.50	Open
					<u>1,398.50</u>	
03/06/2020	527144	10000078	Occupational HealthCenters of MI	PC713127388	66.50	Open
03/06/2020	527145	00010232	Oscar W. Larson Company	SRVCE000000726809	250.00	Open
03/06/2020	527146	00002317	Plante & Moran, PLLC	1799025	600.00	Open
				1799027	24,100.00	Open
				1799024	600.00	Open
				1799028	15,063.00	Open
					<u>40,363.00</u>	
03/06/2020	527147	10003903	Pontiac Public Library	3-5-2020	15,701.10	Open
03/06/2020	527148	10004434	Poopie Doo	JAM14	50.00	Open
03/06/2020	527149	10004007	QRS Court Reporting, LLC	90614	990.00	Open
03/06/2020	527150	10001111	R. J. Hoffman Mgmt. Inc.	101284	1,800.00	Open
				101285	800.00	Open
					<u>2,600.00</u>	
03/06/2020	527151	10004446	Ravon Love	JAM24	50.00	Open
03/06/2020	527152	10004441	Ronnie Jones III	JAM9	100.00	Open
03/06/2020	527153	00000716	S&S Worldwide, Inc.	IN100408827	21.98	Open
03/06/2020	527154	00002596	Sound Planning Communication	27178	221.00	Open
03/06/2020	527155	00012256	Staples Business Advantage	8057430692-438934624	75.31	Open
03/06/2020	527156	10004439	Steve Coleman	JAM3	100.00	Open
03/06/2020	527157	10004140	Techniserve Inc.	39700	530.00	Open
03/06/2020	527158	10004440	Terrell Polk	JAM 11	100.00	Open
03/06/2020	527159	10004436	Turquoise S Sain	JAM13	50.00	Open
03/06/2020	527160	10004077	Unique Food Management. Inc.	16155	800.00	Open
03/06/2020	527161	10003813	Water Resource Commissioner	10-80898-00-0220	43.20	Open
				52-69413-00-0220	283.76	Open
				70-81022-00-0220	901.26	Open
				70-81023-00-0220	43.20	Open
				110-81011-00-0220	975.79	Open
				216-80908-00-0220	108.01	Open
				825-80806-02-0220	1,147.76	Open
				47450-81007-00-0220	<u>1,276.50</u>	Open

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CHECK REGISTER FOR CITY OF PONTIAC
CHECK DATE FROM 03/01/2020 - 03/06/2020

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Check Date	Check	Vendor	Vendor Name	Invoice Number	Amount	Status
					4,779.48	
				Total For 03/06/2020:	319,469.26	
				Total Paper Check:	319,469.26	
CONS TOTALS:						
Total of 69 Checks:					319,469.26	
Less 0 Void Checks:					0.00	
Total of 69 Disbursements:					319,469.26	

Bank COURT FIFTH THIRD-COURT OPERATING

Check Type: Paper Check

03/06/2020	8016	00001353	Detroit Elevator Co.	186109	285.00	Open
03/06/2020	8017	10003953	Erandy Pacheco	200217SM I	120.00	Open
03/06/2020	8018	10000960	Iron Mountain Incorporated	CLRP551	593.28	Open
03/06/2020	8019	10001025	JOHNSON CONTROLS SECURITY SOLUTIONS	33843724	1,552.34	Open
03/06/2020	8020	00000603	Oakland County Treasurer	FEBRUARY 2020	20,557.30	Open
03/06/2020	8021	00002316	Pitney Bowes Inc	02212020	3,041.98	Open
03/06/2020	8022	00012362	STAPLES CREDIT PLAN	2426946851	2,132.61	Open
03/06/2020	8023	00000776	State Of Mich/Treasury	FEBRUARY 2020	75,538.92	Open
03/06/2020	8024	10000944	Stella Reyes	200005FY I	70.00	Open
				Total For 03/06/2020:	103,891.43	
				Total Paper Check:	103,891.43	
COURT TOTALS:						
Total of 9 Checks:					103,891.43	
Less 0 Void Checks:					0.00	
Total of 9 Disbursements:					103,891.43	

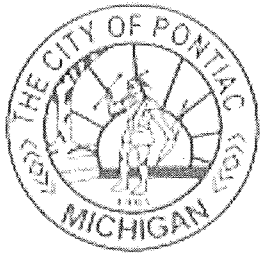
REPORT TOTALS:

Total of 98 Checks:					428,897.63	
Less 0 Void Checks:					0.00	
Total of 98 Disbursements:					428,897.63	

#10

Monthly

Report



**CITY OF PONTIAC
FINANCE DEPARTMENT
HUMAN RESOURCES DIVISION**

47450 Woodward Avenue
Pontiac, Michigan 48342

TO: Honorable Mayor, Council President, and City Council Members
FROM: Kiearha Davidson, Human Resources
THRU: Office of Deputy Mayor, Jane Bais-DiSessa
DATE: April 1, 2020
RE: March Staff Changes Report

Staff numbers

For the pay week ending March 21, 2020, the human resources division ran payroll checks for 195 staff employees, election workers, and/or elected officials.

Staff changes

There were three new hires in the month of March:

- Court Clerk on March 9, 2020
- Court Clerk on March 17, 2020
- Purchasing Agent on March 18, 2020