

# PONTIAC CITY COUNCIL

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



**Patrice Waterman, District 1**  
**Megan Shramski, 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."*

47450 Woodward Pontiac, MI 48342 Phone: (248) 758-3200  
Website: <http://pontiaccityclerk.com/city-council-meetings>

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

**STUDY SESSION**  
**244<sup>th</sup> Session of the 10<sup>th</sup> Council**  
**July 13, 2021 at 6:00 P.M.**  
**Bowens Center**  
**52 Bagley**  
**Pontiac, MI 48341**

**Call to order**

**Roll Call**

**Authorization to Excuse Councilmembers**

**Approval of the Agenda**

**Approval of the Minutes**

1. July 6, 2021

**Public Comment**

**Agenda Items**

**Discussions**

2. Appointment of the Deputy Mayor
3. Status Update on the cleaning of the Council Chambers ventilation ducts
4. Recreational Marijuana and Medical Marihuana Caregiver Ordinances (**This is a continued discussion from July 6, 2021 Council Meeting. The Council referred the draft recreational marijuana ordinance to the City Attorney. Also, they asked the City Attorney to prepare a Medical Marihuana Caregiver Ordinance.**)
5. Status Update on the appointment of the Medical Marihuana Commission (**The Clerk received three appeals to the Commission on June 21, 2021. The Clerk cannot issue conditional approvals to the top 5 ranked Cesar Chavez Provisioning Center applicants until after the Commission hearings.**)

**Special Presentations (Special Presentations are limited to 10 minutes. The presentations were deferred from the Formal Meeting.)**

6. Medical Marijuana Update  
Presentation Presenters: Garland Doyle, Interim City Clerk and Jonathan Starks, Assistant City Clerk/Regulatory Analyst
7. American Rescue Plan (ARP): Town Hall to Engage Citizen Input  
Presentation Presenters: Mayor Waterman, Darin Carrington, Finance Director, and Alexandra Borngesser, Contract Compliance/Grant Writer
8. Let's Get Pontiac "Vacc to Normal" Vaccine Clinic  
Presentation Presenter: Mayor Waterman

**Resolutions**

**Department of Public Works (DPW)**

9. Resolution to approve a one-year extension for Great Lakes Contracting Solutions, LLC for Roadway Maintenance Program **(This resolution was brought back. Council was awaiting the one-year extension agreement.)**
10. Resolution to approve a one-year extension for Great Lakes Power and Light for Street Light Maintenance **(This resolution was brought back. Council was awaiting the one-year extension agreement.)**
11. Resolution to approve contract between the City and Koala-T Construction, Inc. for the Community Development Block Grant (CDBG) Sidewalk Improvement Project in the amount of \$481,616.00 **(DPW did not provide the contract to the Clerk.)**
12. Resolution to approve contract between the City and Mark Anthony Contracting, Inc. for the Vanguard Drive Reconstruction Project in the amount of \$617,118.69 **(DPW did not provide the contract to the Clerk.)**

**Communication from the City Clerk**

13. Council needs to determine if it wants to amend its rules to move special presentations from the Formal Meeting to the Study Session

**Communication from the Mayor**

14. Proclamation Declaring WWI Greatest Generation Day

**Adjournment**

**#1**

**MINUTES**

**Official Proceedings  
Pontiac City Council  
243<sup>rd</sup> Session of the Tenth Council**

**Call to order**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order at the Bowens Senior Center, 52 Bagley Pontiac, MI 48342 on Tuesday, July 6, 2021 at 6:07 p.m. by Council President Kermit Williams.

**Invocation – Dr. Doris Taylor-Burks**

**Pledge of Allegiance**

**Roll Call**

**Members Present** – Carter, Miller, Pietila, Taylor-Burks, Waterman and Williams

Mayor Waterman was present.  
Clerk announced a quorum.

**Excuse Councilmembers**

21-194        **Motion to excuse Councilperson Megan Shramski for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

**Amendments to and Approval of the Agenda**

21-195        **Motion to defer special presentations #4 (American Rescue Plan), #5 (Let's Get Pontiac "Vacc to Normal" Vaccine Clinic) and #6 (Citizen Monitoring Taskforce on Medical Marihuana Implementation) for one week.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

21-196        **Motion to approve the amended Agenda.** Moved by Councilperson Pietila and second by Councilperson Waterman.

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

**Approval of the Minutes**

21-197        **Motion to approve meeting minutes for June 29, 2021.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

July 6, 2021 Formal

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

No: None

**Motion Carried**

### **Subcommittee Report**

Received Public Safety – June 11, 2021

### **Public Hearing**

Council President Kermit Williams opened up public hearing at 6:17 p.m. to reprogram Home Consortium Funding (From the Carriage Circle Project Funded by the County) to Proposed Recommended Community Development Block Grant (CDBG) Projects for Program Year 2020. One individual addressed the body during public hearing.

1. Robert Bass, 499 Highland Pontiac, MI. He had a question. How is the money being decided and allocated?

Council President Kermit Williams closed public hearing at 6:19 p.m.

### **Discussion**

Sammie Rogers presented a draft recreational Marijuana Ordinance. The Ordinance was referred to the City Attorney. There will be a discussion on Recreational Marijuana in Pontiac at the next meeting.

**Recognition of Elected officials** – Melanie Rutherford, Pontiac Library Secretary

### **Agenda Address – None**

Councilwoman Megan Shramski arrived at 6:15 p.m.

### **Ordinance**

21-198      **Adoption of an Ordinance regarding Parking of Commercial Vehicles and Other Specified Vehicles and Equipment on Residential Streets Prohibited; Taxicab Exception; Parking of Commercial Streets for One Hour Permitted; Exceptions; Temporary Parking Motor Homes, Pickup Campers, and Coupled Trailer Coaches on Residential Street Permitted.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

**AN ORDINANCE REGARDING PARKING OF COMMERCIAL VEHICLES AND OTHER SPECIFIED VEHICLES AND EQUIPMENT ON RESIDENTIAL STREETS PROHIBITED; TAXICAB EXCEPTION; PARKING ON COMMERCIAL STREETS FOR TWO HOURS PERMITTED; EXCEPTIONS; TEMPORARY PARKING MOTOR HOMES, PICKUP CAMPERS, AND COUPLED TRAILER COACHES ON RESIDENTIAL STREET PERMITTED.**

**WHEREAS**, it shall be unlawful to park any commercial vehicle, bus, taxicab, trailer (coupled or not), pole trailer (coupled or not), semi-trailer (coupled or not), motor home, pickup camper, trailer coach (coupled or not), recreational equipment, or limousine on any residential street or service drive in the City at any time, including Sundays and holidays, provided, that the owner or lessee of a taxicab may park not more than one operable taxicab on the residential street or service drive within the block of his or her one-family or two-family residence where the residence of such owner or lessee does not have a front yard driveway;

**WHEREAS**, it shall be unlawful to park any commercial vehicle, bus, taxicab, trailer (coupled or not), pole trailer (coupled or not), semi-trailer (coupled or not), motor home, pickup camper, trailer coach (coupled or not), recreational equipment, or limousine on any commercial street in the City where parking is allowed, for a period longer than two hours, including Sundays and holidays.

**WHEREAS**, the prohibitions in this section shall not apply to the following:

1. The expeditious loading or unloading, delivery, or pick-up of goods, wares, merchandise, or passengers at an address within the block where the vehicle is parked;
2. The performance of business or commercial service by a licensed contractor or service establishment at an address within the block where the vehicle is parked for the time needed to complete the service, provided, that, while parked, the vehicle shall prominently display a written notice of the location where the service is being performed;
3. The rendering of authorized emergency service, or service by a government agency or public utility;
4. The use of a vehicle at a public works or construction site, while the work is in progress;
5. A vehicle that is disabled pursuant to applicable City Code; or
6. A vehicle that is parked to avoid conflict with law enforcement activity, or in compliance with a traffic control device or direction from a police officer.

This section shall not apply to private passenger vehicles that have commercial license plates, trailers no longer than eight feet in length that are coupled to a permitted vehicle, or pickup trucks or vans that have commercial license plates unless the pickup truck or van has been modified substantially to perform primarily a specific commercial or industrial task. Substantial modification to pickup trucks and vans includes, but is not limited to, the addition of a cherry-picker, hoist, crane, or commercial rack designed for holding glass, but does not include the attachment of a snowplow or standard commercial rack, or enclosures, caps, covers, or boxes attached over the exterior bed of the truck, that are used to hold or carry items including, but not limited to, ladders, work supplies, or tools.

**WHEREAS**, motor homes, pickup campers, and coupled trailer coaches may be parked on any residential street, for up to 24 hours, only during the loading or unloading of such vehicle for the purpose of trip preparation or trip completion.

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

No: Miller and Williams

**Ordinance Passed**

## **Resolutions**

City Clerk

21-199

**Resolution to approve the job description of the Assistant City Clerk/Regulatory Analyst.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

**WHEREAS**, the Home Rule Charter of the City of Pontiac Section 3.120 Control of the City Payroll requires that the City Council approve the salary of all appointees and employees.

**NOW, THEREFORE IT BE RESOLVED**, that the City Council for the City of Pontiac approve the job description and salary of the Assistant City Clerk/Regulatory Analyst.

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

No: None

**Resolution Passed**

21-200

**Resolution to approve the job description of the Elections/Clerk Specialist.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

**WHEREAS**, the Home Rule Charter of the City of Pontiac Section 3.120 Control of the City Payroll requires that the City Council approve the salary of all appointees and employees.

**NOW, THEREFORE IT BE RESOLVED**, that the City Council for the City of Pontiac approve the job description and salary of the Elections/Clerk Specialist.

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

No: None

**Resolution Passed**

**Resolution**

Department of Public Works

21-201 **Motion to defer item #11 (Resolution to approve a one-year extension for Great Lakes Contracting Solutions, LLC for Roadway Maintenance Program) and item #12 (Resolution to approve a one-year extension for Great Lakes Power and Light for Street Light Maintenance) for one week.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

**Motion Carried**

**Resolution**

Economic Development

~~21-202~~ **Resolution to reprogram HOME Consortium –Carriage Circle Funds and Recommending Project Allocations for Community Development Block Grant (CDBG) Program Year 2020.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Discussion from the panel regarding this resolution. Council decided to change the wording for the Youth Services part of the resolution. Councilwoman Pietila withdrew her motion and Councilwoman Waterman withdrew her second.

21-202 **Motion to accept the amendment to change Youth Services - \$15,000 Mentoring Support Programs for COP Youth to Youth Services - \$15,000 Pontiac youth Assistance.** Moved by Councilperson Pietila and second by Councilperson Shramski.

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

No: Carter

**Motion Carried**

21-203 **Amendment Resolution to reprogram HOME Consortium –Carriage Circle Funds and Recommending Project Allocations for Community Development Block Grant (CDBG) Program Year 2020.** Moved by Councilperson Pietila and second by Councilperson Shramski.

Whereas, the City of Pontiac is requesting HOME Consortium funds allocated for Carriage Circle Apartments be reprogrammed for proposed and recommended Community Development Block Grant (CDBG) projects; and

Whereas, the Oakland County accessed Oakland County HOME Consortium funds for this project, thus freeing up City of Pontiac funds to be reprogrammed for CDBG Program Year 2020 projects; and

Whereas, the following projects are being considered:

1. Senior Center Facilities - \$110,000: Rehabilitation of the two senior centers; Robert Bowen and Ruth Peterson bathrooms to upgrade to ADA compliance.
2. Youth Services - \$15,000: To Pontiac Youth Assistance.

3. Sidewalks - \$125,000: to repair sidewalks throughout the City of Pontiac as outlined in Sidewalk Repair Area Map.

Now Therefore, Be It Resolved, that the Pontiac City Council approve the reprogramming of HOME Consortium funds for CDBG projects for Year 2020 for the proposed recommended projects for the \$250,000 amount previously allocated for Carriage Circle which was paid by Oakland County out of the Oakland County HOME Consortium fund.

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

No: None

Abstain: Williams

**Amendment Resolution Passed**

### **Resolution**

Pontiac Youth Recreation and Enrichment Center (PYREC)

21-204 **Emergency resolution to Mitigate Expected Damages through an Extension of the Lease Agreement for 825 Gold Drive.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

**Whereas**, the City Council has elected to reject the option to purchase the property at 825 Golf Dr. pursuant to the lease agreement and likewise rejected the owners offer to continue the lease on either a month to month or three year basis; and

**Whereas**, the City must vacate the entire premises by June 30, 2021 of be considered a hold over tenant which will cause the city to be charged additional rent and damages; and

**Whereas**, the property owner is in agreement to grant a three month extension on the lease agreement to continue programming, manage a schedule to close the center, and mitigate additional damages.

**NOW THEREFORE, BE IT RESOLVED** that the City Council does hereby Authorize the Mayor to review and execute a three (3) month extension to the Lease Agreement for 825 Golf Drive to allow for the City to timely re-program scheduled youth activity, determine a place and process for vacating the premises, and to avoid any extended damages during the extension.

Ayes: None

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

**Resolution Failed**

Councilwoman Pietila was absent during the vote

### **Mayoral Monthly Report**

Personnel Monthly Staff Report (**No report was submitted.**)

Monthly Check Register (**Per the Administration, the check registers are posted on the city's website**

<http://pontiac.mi.us/departments/finance/finacialreports.php#revizedocumentcenterrz3702>

City Credit Card Statement (**Per the Administration, the credit card statement was given directly to Council Members by the Finance Director.**)

### **Public Comment**

Three (3) individuals addressed the body during public comment

### **Mayor, Clerk and Council Closing Comments**

Mayor Waterman, Interim Clerk Doyle, Pro-Tem Randy Carter, Councilwoman Miller, Councilwoman Pietila, Councilwoman Shramski, Councilwoman Taylor-Burks, Councilwoman Waterman and President Williams made closing comments.



July 6, 2021 Formal

**Adjournment**

Council President Kermit Williams adjourned the meeting at 7:47 p.m.

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GARLAND S. DOYLE  
INTERIM CITY CLERK

DRAFT

**#4**

# **DISCUSSION**

# **CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN ORDINANCE AUTHORIZING AND PERMITTING COMMERCIAL MARIHUANA FACILITIES**

An Ordinance to implement the provisions of both the Medical Marihuana Facilities Licensing Act and the Michigan Regulation and Taxation of Marihuana Act, which authorizes the licensing and regulation of commercial marihuana facilities

## **THE CITY OF PONTIAC ORDAINS:**

### **Section 1. Definitions.**

Words and phrases used in this Ordinance shall have the same definitions as provided under state law.

1. "Application" means a City of Pontiac application for a commercial marihuana location license under this Ordinance including all supplemental documentation; the person or entity filing the application shall be known as the "Applicant."
2. "Clerk" means the Pontiac City Clerk or their designee.
3. "Commercial Marihuana Facility" or "Facility" means one of the following:
  1. "Processor," as defined in the Medical Marihuana Facilities Licensing Act (MMFLA) or Michigan Regulation and Taxation of Marihuana Act (MRTMA)
  2. "Grower," including Class A (500), Class B (1000), and Class C (1500) as defined in the MMFLA.
  3. "Grower," including Class A (100), Class B (500), and Class C (2000) as defined in the MRTMA.
  4. "Safety Compliance Facility," as defined in the MMFLA or MRTMA.
  5. "Secure Transporter," as defined in the MMFLA or MRTMA.
  6. "Provisioning Center" or "Retail Store" or "Microbusiness" as defined in the MMFLA or MRTMA.
  7. "Designated Consumption Establishment" as defined in MRTMA.
4. "Commercial Marihuana Location" means a property that has one or more commercial marihuana facilities located on it.
5. "Permit" means a current and valid permit for a commercial marihuana facility issued under this ordinance for a specific commercial marihuana location.

## **Section 2. Permit Required; Eligibility; General Provisions.**

1. The City hereby authorizes as a permitted use twenty (20) Commercial Marihuana Locations where provisioning centers or retail stores are allowed.
2. There is no limit on the number of growers, processors, safety compliance facilities, secure transporters, microbusinesses or consumption establishments.
1. No person shall operate a Commercial Marihuana Facility at any time or any location within the City without a current permit.
1. Commercial Marihuana Facilities shall operate only as allowed under this Ordinance. Commercial Marihuana Facilities may be co-located on the same Commercial Marihuana Location, and licensees may apply for more than one license, commonly known as “co-location” or “stacking”, where same is allowed by the State of Michigan. Each facility license must be paid for prior to operation of the facility.
1. Upon applying, each applicant must pay all required fees to the City. All applicants must be prequalified by the State of Michigan Marijuana Regulatory Agency prior to application with the City of Pontiac.
1. No application for a new commercial marijuana location shall be considered unless the entity ownership is at least twenty percent (20%) current Pontiac residents.
1. A permit and a renewal permit shall remain valid for 365 days following its approval and issuance. Applications for renewal or amendment of existing permits shall be granted or denied before applications for new permits are considered.
1. Each permit holder or applicant immediately shall provide the City with any material changes in any information submitted on an application.
1. No permit or commercial marihuana location license issued under this ordinance may be assigned or transferred unless approved by the state.

## **Section 3. Application for Permits.**

1. Application. An application for a permit for a facility and commercial marihuana location license shall be submitted to the City Clerk.

2. Application fee. An applicant must pay a nonrefundable commercial marihuana facility application fee of one thousand dollars, with a balance of four thousand dollars per license paid for issuance of each license.

3. Renewal Application. Renewal applications shall be provided by the City Clerk at least ninety (90) days prior to the expiration of the annual permit.

4. Approval, Issuance, Denial and Appeal. Inspections, review, and processing of the application shall be completed by the city within ninety (90) days of receipt of a complete application and the application fee.

#### **Section 4. Operational Requirements - Commercial Marihuana Facilities.**

A commercial marihuana facility issued a permit under this ordinance and operating in the city shall at all times comply with the following operational requirements.

1. Scope of Operation. Commercial marihuana facilities shall comply with applicable zoning, building, and health regulations.

2. Outdoor Operation. Commercial cultivation and all other related activity permitted under a license may occur indoor, outdoors, and in greenhouses.

3. Hours of Operation. A commercial marihuana facility may be open and operate during any hours allowed by state law.

4. Drive-Through Sales. Drive-through sales are allowed if authorized by the State of Michigan.

#### **Section 5. Penalties and Consequences for Violation.**

In addition to any other penalties or legal consequences provided under federal, state and local law, regulations, codes and ordinances, violations of this ordinance or failure to comply with any requirements shall be a municipal civil infraction.

#### **Section 6. Severability.**

If any part of this ordinance is declared invalid for any reason, that declaration does not affect or impair the validity of all other provisions that are not subject to that declaration.

#### **Section 7. Effective date.**

This Ordinance shall take immediate effect the day after certification of the election.

**#6**

**SPECIAL  
PRESENTATION**



# MEDICAL MARIHUANA IN PONTIAC

Presentation to the City Council  
July 13, 2021

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

Jonathan Starks  
Assistant City Clerk/Regulatory Analyst  
Marihuana Regulations Division

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Website: <http://pontiaccityclerk.com/medical-marihuana>



Pontiac City Clerk



PontiacClerk



Pontiac City Clerk



Pontiac City Clerk

**A Fair and Transparent Process**

# Agenda

- 1) Overview of Ordinances
- 2) Application Process
- 3) Review Team
- 4) Provisioning Centers Application Review and Appeal Process
- 5) Growers, Processors, Secure Transporter & Safety Compliance
- 6) Conditional Approvals
- 7) Citizen Monitoring Taskforce

**A Fair and Transparent Process**



# 1) Overview of Ordinances

## City of Pontiac Medical Marihuana Facilities Ordinance Ordinance 2357(B)

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- Approved by citizens of Pontiac in August 2018
- Granted the City Clerk the authority to oversee the Medical Marihuana Process
- License up to 20 Provisioning Centers using a 130 point scale
- License unlimited Growers, Processors, Safety Compliance and Secure Transporters

**A Fair and Transparent Process**

## Zoning Ordinance for Medical Marihuana Ordinance 2363

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- Approved by the Pontiac City Council in April 2019
- Stated where growers, processors, safety compliance, secure transporters and provisioning centers could locate
- Created three Medical Marihuana Overlay Districts

Cesar Chavez  
Downtown  
Walton Blvd

## 2) Application Process

When were applications accepted for provisioning centers?

Jan. 6 – 27, 2020 a one-time 21 Day Application Period.

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How are applications ranked?

By district, provisioning center applicants applied by district.

When are applications accepted for growers, processors, safety compliance and secure transporters?

Monday-Friday 8:30a.m. – 4:30p.m. We began accepting applications in April 2019.

When did the review process begin?

The application review process began in June 2020 after the professional experts contracts were signed.

Why has it taken several months to review applications?

The Office of the City Clerk is responsible for administering elections. In 2020, we faced a record turnout election and had to devote all of the Clerk's staff and resources from July-November 2020 to the election.

### 3) Review Team

- Garland Doyle, M.P.A., CNP, Interim City Clerk
  - Jonathan Starks, Assistant City Clerk/Regulatory Analyst
- 

#### Professional Experts

- Sherman J. Taylor, JD CPA, Financial Advisor  
SRT Consulting
- Robert Huth, Jr., Esq., Legal Advisor  
Kirk, Huth, Lange and Badalamenti PLC
- Jill Bahm, AICP, Planning Advisor  
Giffels Webster
- Brain Stair, Security Consultant  
Global Alliance Protective Group

The following City Departments and Divisions are a part of the review team.

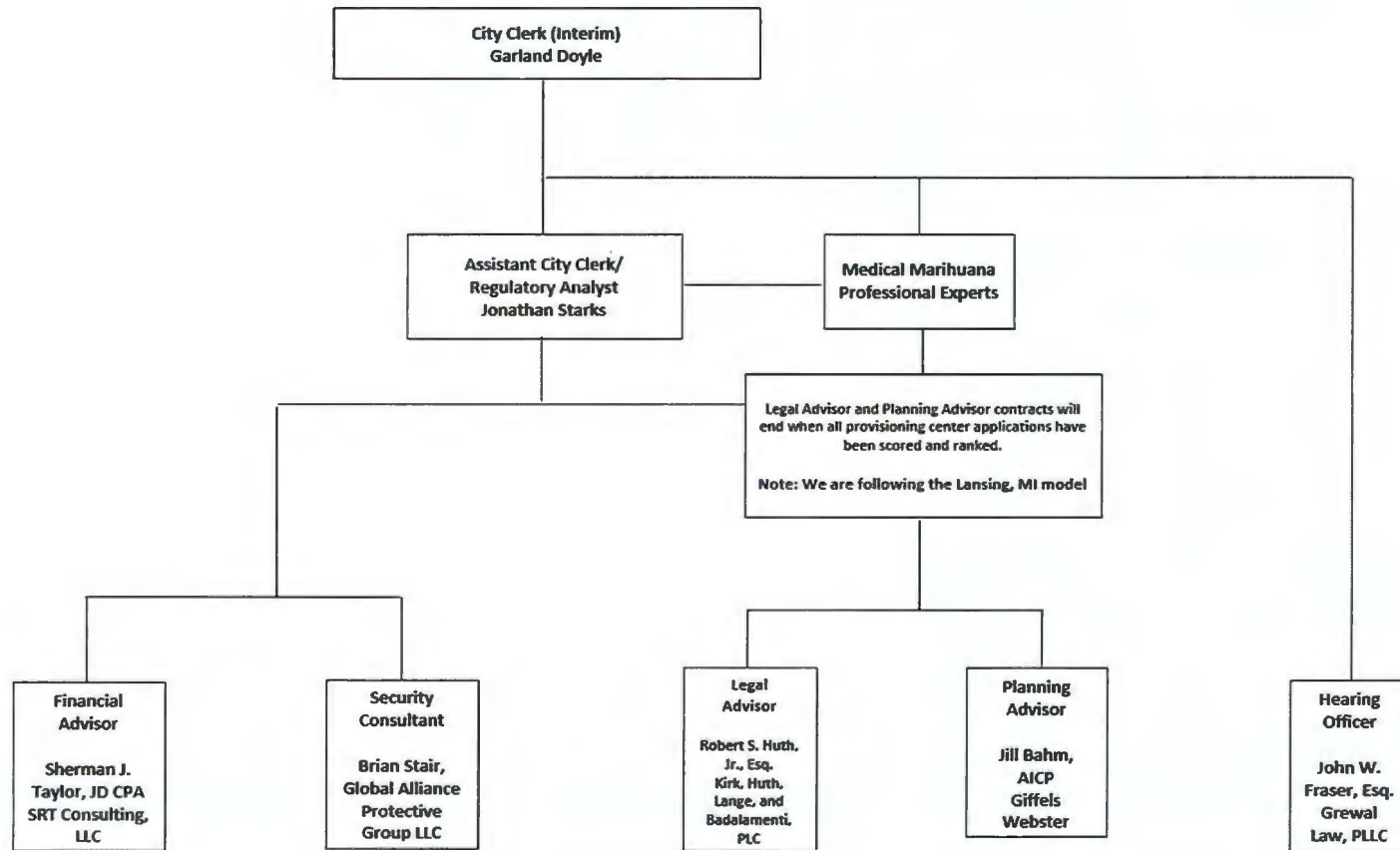
- Department of Public Works (DPW), Planning, Building & Safety and the Waterford Regional Fire Department

**Note: All reviewers have signed conflict of interest and confidentiality forms**

**A Fair and Transparent Process**



# Marihuana Regulations Division Org Chart



**A Fair and Transparent Process**

## 4) Provisioning Centers

### Cesar Chavez Overlay District

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#### Types of License Available in this District

- 1) Grower
- 2) Processor
- 3) Secure Transporter
- 4) Safety Compliance
- 5) Provisioning Centers (No more than 5 Provisioning Centers will be selected in this district)

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# Provisioning Center Scoring Form

City of Pontiac  
Office of the City Clerk

## Medical Marihuana Provisioning Center Scoring Form

Application Category	Applicant Points	Maximum Points
Content and Sufficiency of Information		50
Background Information		5
Marihuana Regulations		(1.5)
Business Entity		(2)
Security		(1.5)
Financial Background		10
Economic Benefits		10
Community Development		10
Facility (Planning and Sanitation)		10
Planning		(8)
Sanitation		(2)
Patient Education		5
Staff Training and Education		(2.5)
Patient and Community Programs		(2.5)
Land Use		20
Resident Safety		10
Neighborhood Land Use		10
Community Impact		10
Managerial Resources		10
Financial Resources		10
Job Creation		10
Philanthropic and Community Improvement		10
Physical Improvements		10
<b>Applicant Total Score</b>		<b>130</b>

Applicant Ranking: \_\_\_\_ of \_\_\_\_ Total Applicants

**A Fair and Transparent Process**

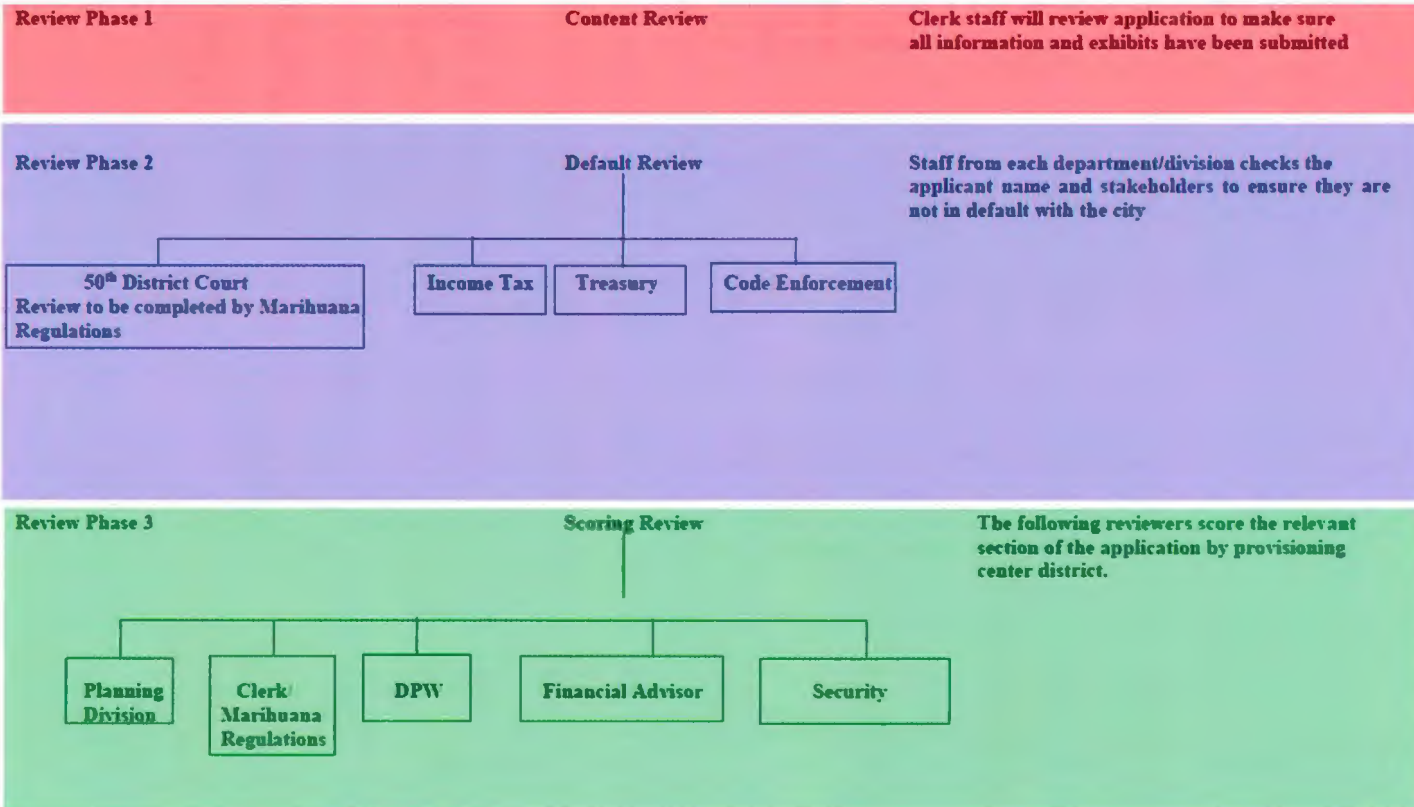
# The Application Review Process

## for Scoring and Ranking Provisioning Center Applications

### Phases

### Type of Review

### What happens during the review phase?



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#### Review Phase 4

#### Compliance Review

The Legal and Planning Advisors ensure that reviewers have scored the applications fairly and consistently with the ordinances.



What happens if the Legal Advisor or Planning Advisor disagrees with how an application was scored by a reviewer?

The Clerk will review both the reviewer's score and the Legal Advisor or Planning Advisor recommendation. After the Clerk reviews both the score and the recommendation, the Clerk will determine the final score that is given to the applicant.

#### Review Phase 5

#### Application Ranking by District

The City Clerk announces the rankings for provisioning centers by districts. The top five applicants in each district will be awarded a conditional approval after applicants who were not ranked in the top five have been allowed to appeal their ranking. The following is the appeal process.

#### PROCESS FOR APPEAL

Pontiac City Clerk informs applicant their application was not ranked 1-5 in the provisioning center district.



Applicant submits written appeal to Pontiac City Clerk within 14 days.



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**Applicant can present additional clarifying information or evidence that the applicant believes should be considered in assessing its application.**



**Hearing officer conducts hearing on appeal and makes recommendation to Pontiac City Clerk, who makes a decision on the matter.**



**Applicant may submit further written appeal to medical marihuana commission within 30 days.**

#### **Review Phase 6**

**Site Plan Approval and if necessary Special Exemption Approval**

#### **Review Phase 7**

**Certificate of Compliance/Occupancy from Building and Fire**

#### **Review Phase 8**

**Clerk issues a permit provided you have been issued your pre-qualification from the State of Michigan**

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## Cesar Chavez Overlay District Provisioning Centers Applications Rankings

- 1) Rize Cannabis
  - 2) West Fort Holdings LLC
  - 3) Greenhouse Farms Pontiac LLC
  - 4) Caesars Garden
- 
- 5) The Cured Leaf TC Inc
  - 6) Yellow Tail Ventures Inc
  - 7) Larren Investments LLC
  - 8) PGSH Holdings LLC
  - 9) U-Versity Medz
  - 10) Pure Life Solutions II LLC
  - 11) Misty Mee LLC
  - 12) Southeast Provisioning Center LLC
  - 13) Top Hill Compassion Center LLC
  - 14) OP Holdings II LLC
  - 15) The Dixie Depot
  - 16) Prime 7 LLC
  - 17) Herb Wealth LLC

Provisioning Center Application Rankings were announced on March 2, 2021

Note: Rankings are preliminary. They are subject to appeal.

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## Cesar Chavez Overlay District Provisioning Centers Applications Rankings

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  - 13) Top Hill Compassion Center LLC
  - 14) OP Holdings II LLC
  - 15) The Dixie Depot
  - 16) Prime 7 LLC
  - 17) Herb Wealth LLC

Updated Ranking List Release Date: May 21, 2021  
as result of Hearing Officer Appeals Round 1

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## Cesar Chavez Overlay District Provisioning Centers Applications Rankings

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  - 12) Southeast Provisioning Center LLC
  - 13) Top Hill Compassion Center LLC
  - 14) OP Holdings II LLC
  - 15) The Dixie Depot
  - 16) Prime 7 LLC
  - 17) Herb Wealth LLC

Updated Ranking List Release Date: July 6, 2021  
as result of Hearing Officer Appeals Round 2

**A Fair and Transparent Process**



# Medical Marihuana Commission Appeal Form

Application Name \_\_\_\_\_

Application Number \_\_\_\_\_

Application Name \_\_\_\_\_

Application Number \_\_\_\_\_



## CITY OF PONTIAC MEDICAL MARIHUANA COMMISSION

Following a denial of an application by the City Clerk after review by the Hearing Officer, an appellant who wishes to appeal the denial of its application may further appeal to the medical marihuana commission by filing a written statement fully setting forth the grounds for appeal within 30 days after notice of the denial has been mailed to the appellant. Written statements of appeal must be filed by mail or in person with the City Clerk's office. The medical marihuana commission shall only overturn a decision or finding of the City Clerk if it finds such decision or finding to be arbitrary or capricious and not supported by material, substantial, and competent facts on the whole record considered by the City Clerk in arriving at such decision or finding.

Please note the Medical Marihuana Commission is a public body. Any documents that you submit as a part of your appeal to Medical Marihuana Commission are public and subject to disclosure in accordance with the Freedom of Information Act (FOIA). The hearing officer recommendation and the Clerk's decision on your appeal will be submitted to the Medical Marihuana Commission and therefore will subject to public disclosure.

Please use the appeal form below if you are submitting an appeal to the Medical Marihuana Commission. You can only appeal to the Medical Marihuana Commission after you have received a decision letter from the City Clerk about your hearing officer appeal.

### **Medical Marihuana Facility Permit Application Medical Marihuana Commission Appeal Form**

Appellant Name (Applicant)		Address	
City	State	Zip Code	
Appellant's Representative or Contact Person for Purposes of Appeal			
Phone Number		Email Address	

Appellant Representative or Contact Person

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

### **Written Statement of Appeal**

**\*If You Require Additional Space, You May Attach An Addendum. All Attachments To This Appeal Form Should Be Clearly Labeled With Your Appellant (Application) Name and Application Number**

For Office of the City Clerk Use Only

Hearing Officer Appeal Hearing Date \_\_\_\_\_

Clerk Decision Letter Date \_\_\_\_\_

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# Three Applicants Appealed to the Medical Marihuana Commission after they received the Clerk's final decision.

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1. The Dixie Depot
2. Larren Investments
3. PGSH Holdings LLC

We are unable to issue conditional approvals for Cesar Chavez until the Medical Marihuana Commission hears the three appeals. The medical marihuana ordinance calls for the Mayor to select the four members of the Commission. Mayor Waterman has not named the commission members. The top five applicants have already been waiting over three months for the appeal process to be concluded.

As soon as the commission hears the appeals, we will be able to issue conditional approvals to the top 5 ranked applicants.



# Downtown Overlay District



## Types of License Available in this District

- 1) Secure Transporter
- 2) Safety Compliance
- 3) Provisioning Centers (No more than 5 Provisioning Centers will be selected in this district)

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## Downtown Overlay District Provisioning Centers Applications Rankings

- |                              |                                    |
|------------------------------|------------------------------------|
| 1. Common Citizen            | 18. Greenstone East LLC            |
| 1. 3 Green LLC               | 19. JNN Property LLC               |
| 3. Zenith Ventures LLC       | 20. Michigan Supply and Provisions |
| 3. RTMC Enterprises Inc      | 21. New Gen Meds                   |
| 3. RTMC Enterprises Inc      | 22. Nature's Medicine              |
| 6. Pure Roots LLC            | 23. Nature's Medicine              |
| 7. Detroit Medical Concepts  |                                    |
| 8. Green Bronco III LLC      |                                    |
| 9. QPS Michigan Holdings LLC |                                    |
| 10. Pontiac Provisioning LLC |                                    |
| 11. Clean Roots LLC          |                                    |
| 12. VB Chesaning             |                                    |
| 13. JNN Property LLC         |                                    |
| 13. Green Buddha             |                                    |
| 15. JDS Brothers LLC         |                                    |
| 16. Battle Spring LLC        |                                    |
| 16. Green Buddha II LLC      |                                    |

Provisioning Center Application Rankings were announced on May 18, 2021

Note: Rankings are preliminary. They are subject to appeal.

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# Office of the City Clerk Downtown Appeal Process

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Pontiac City Clerk makes decision on the provisioning center applications on May 18, 2021



Applicant submits written appeal to Pontiac City Clerk within 14 days by June 1, 2021.



Grewal Law PLLC Appeals Hearing Officer



Hearing officer will conduct hearings on appeals on July 15-16, 2021 and made a recommendation to Pontiac City Clerk, who makes a decision on the matter. The Clerk will issue his final decision.



Applicants may further submit a written appeal to medical marihuana commission within 30 days of receiving the Clerk's final decision.

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# Walton Blvd Overlay District



## Types of License Available in this District

- 1) Grower
- 2) Processor
- 3) Secure Transporter
- 4) Safety Compliance
- 5) Provisioning Centers (No more than 5 Provisioning Centers will be selected in this district)

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# Non Overlay District

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## Types of Licenses Available in this District:

Provisioning Centers are permitted in C-1, C-3 and C-4 zones properties located outside of the Cesar Chavez, Downtown and Walton Overlay Districts. (No more than 5 provisioning centers will be selected in the Non-Overlay)

Prior to being issued a permit, the applicant will need to obtain a special exemption permit from the City of Pontiac Planning Commission

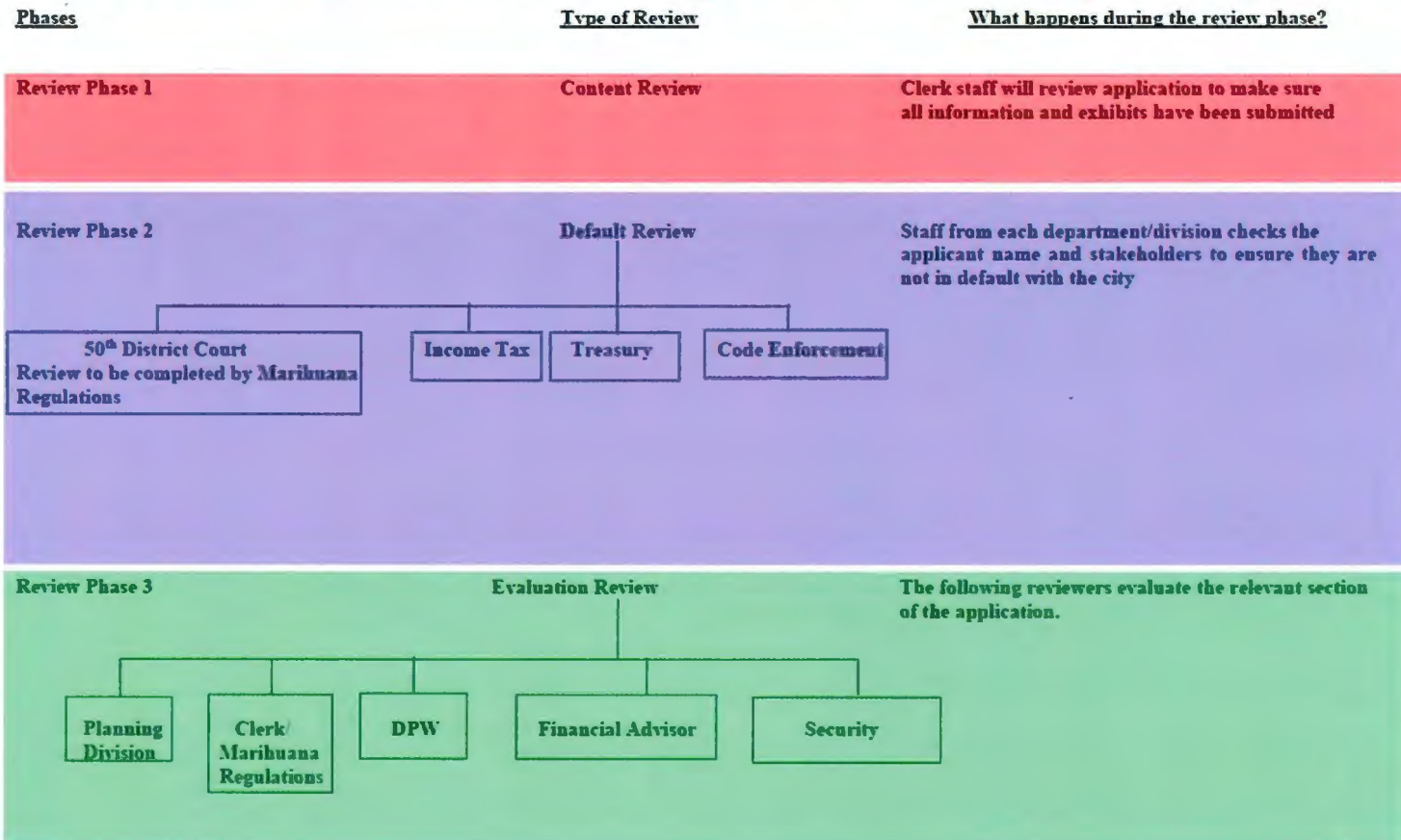
Safety Compliance are permitted in C-1, C-3, C-4, M-1 and M-2 zoning districts outside the Medical Marihuana Overlay Districts.

Secure Transporters are permitted in C-1, C-3, C-4, M-1 and M-2 zoning districts outside the Medical Marihuana Overlay Districts.

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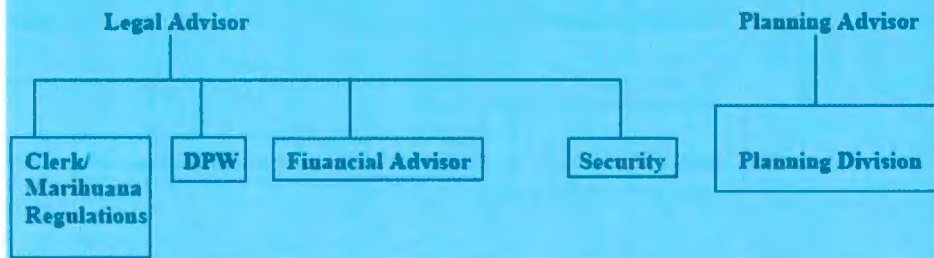
## 5) Medical Marihuana Application Review Process for Growers, Processors, Secure Transporters & Safety Compliance



#### Review Phase 4

#### Compliance Review

The Legal and Planning Advisors ensure that standards have been consistently applied by reviewers.



#### Review Phase 5

#### Conditional Approval, Notice of Deficiencies or Application Denial

If applicant receives conditional approval, they advance to Phase 6

If applicant receives a Notice of Deficiencies, then the applicant will be given an opportunity to correct their deficiencies. If the applicant fails to correct their deficiencies, then they will be issued a denial.

If an application is denied, the applicant has a right to appeal. The following is the appeal process.

#### PROCESS FOR APPEAL

Pontiac City Clerk informs applicant their application was not ranked 1-5 in the provisioning center district.



Applicant submits written appeal to Pontiac City Clerk within 14 days.



**Applicant can present additional clarifying information or evidence that the applicant believes should be considered in assessing its application.**



**Hearing officer conducts hearing on appeal and makes recommendation to Pontiac City Clerk, who makes a decision on the matter.**



**Applicant may submit further written appeal to medical marihuana commission within 30 days.**

#### **Review Phase 6**

**Site Plan Approval and if necessary Special Exemption Approval**

#### **Review Phase 7**

**Certificate of Compliance/Occupancy from Building and Fire**

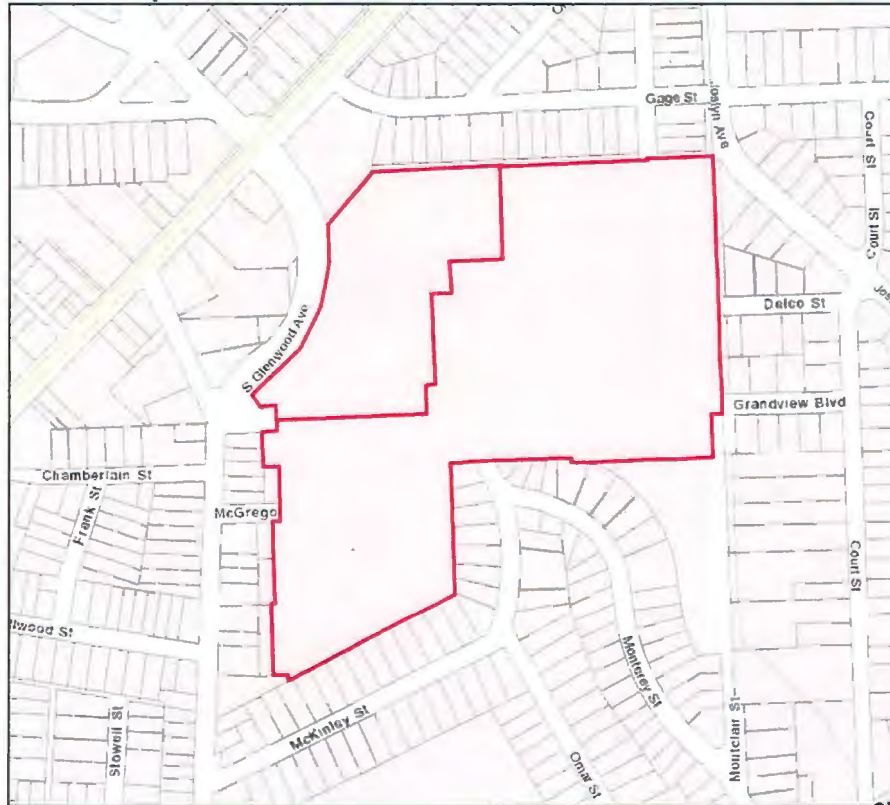
#### **Review Phase 8**

**Clerk issues a permit provided you have been issued your pre-qualification from the State of Michigan**



Growers and Processors are allowed in the Cesar Chavez and Walton Blvd Overlay Districts

Additionally, the City Council approved a conditional rezoning agreement with Rubicon in January 2020 that allows growers and processors to locate at the old Glenwood Plaza site



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## 6) Conditional Approvals for Growers, Processors, Secure Transporters & Safety Compliance

- 4 Growers

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1. Pharmaco Inc.  
up to 1500 plants
2. PGSH Holdings Inc.  
up to 1500 plants
3. Family Rootz LLC  
up to 1500 plants
4. Family Rootz LLC  
up to 500 plants

- 2 Processors

1. Pharmaco Inc.
2. Family Rootz

# Next Steps

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After an applicant receives a conditional approval, they must comply with the following before the City Clerk can issue the applicant a permit to operate per Ordinance 2357(B).

Fire Department (Waterford Regional Fire Department) and Building & Safety Department inspects the proposed location for compliance with all state and local building, electrical, fire, mechanical and plumbing requirements;

Applicant received certificate of occupancy and if necessary, a building permit:

Site plan approval and if necessary a special exemption permit approval from Planning.

Proof of premises liability and casualty insurance.

The applicant has obtained their pre-approval from the State of Michigan.



### Conditional Approved - Grower

Applicant Name	Conditional Approval Issued	Consent to Release Form Received	Building	Fire (Waterford Regional)	Planning Site Plan/Special Exemption (if necessary)	Liability & Casualty Insurance Verified	State Pre-Approval
Pharmaco Inc	6/3/2021						
PGSH Holdings LLC	5/21/2021						
Family Rootz	5/27/2021	6/19/2021					

### Conditional Approved - Processor

Applicant Name	Conditional Approval Issued	Consent to Release Form Received	Building	Fire (Waterford Regional)	Planning Site Plan/Special Exemption (if necessary)	Liability & Casualty Insurance Verified	State Pre-Approval
Pharmaco Inc	6/3/2021						
Family Rootz	5/27/2021	6/19/2021					



# City Clerk's Citizen Monitoring Taskforce on Medical Marihuana Implementation

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The six (6) member volunteer citizen taskforce will assist the Clerk with monitoring the implementation of medical marihuana in the City of Pontiac. The taskforce will meet several times over the next year. The Clerk and taskforce will work to ensure Medical Marihuana Facilities fulfill the commitments that they made to the City and are good neighbors in our community. The taskforce will assist the Clerk in developing a community benefits tracking system.

The six (6) member citizen taskforce will consist of one (1) representative from each of the three overlay districts (Cesar Chavez, Downtown and Walton Blvd. The representative must reside in or near the overlay district they are representing) and three (3) citywide representatives (citywide representatives may reside anywhere in the city).

The Clerk will issue quarterly reports on the progress of the taskforce. The first report is scheduled to be released in October 2021.

## Citizen Monitoring Taskforce Members

1. Kirk Bagg – Citywide Representative
2. Iola Miller – Citywide Representative
3. Sue Sinclair – Citywide Representative
4. Jon Valentine – Cesar Chavez Representative
5. Michael Glass – Downtown Representative
6. Vacant – Walton Blvd Representative

The residents were selected after completing an application process that included an interview.



# Example of a Conditional Approved Grower & Processor Commitments to Pontiac

- Family Rootz Profile:

- Community Benefits Pledges (Charitable Plans)
  - Partnership with Lighthouse of Oakland County with donation of 1% of net sales & encourage employees to organize food and clothing drives
  - Partnership with Turning Point Recovery with encouraging our employees to volunteer & provide dollar to dollar matching funds.
  - Provide employee dollar to dollar matching funds raised each week to support many other deserving charities within Pontiac.
- Community Outreach and Education Strategies
  - Partnership with Neighborhood Watch to enhance security
  - Family Rootz Director of Business Affairs & Strategies will attend every public scheduled meeting
  - Partnership with Pontiac Regional Chamber (PRC) to improve broader business & cultural activities
- Job Creation and Opportunities
  - Creation of 90-100 jobs and goal to have 50% plus of employee based residing in Pontiac
  - 5 Full-time (FTE) Cultivators \$65,000 - \$85,000 per year
  - 10 Full-time (FTE) Cultivation Supervisors \$45,000 – \$65,000 per year
  - 27 Full-time (FTE) Cultivation Trainees \$16.85 per hour
  - 1 Full-time (FTE) Clone Specialist \$45,000 - \$65,000 per year
  - 2 Full-time (FTE) Extraction Specialists \$45,000 - \$65,000 per year
  - 7 Full-time (FTE) Office Staff (salaries vary)
  - Competitive benefits packages including health insurance, medical, dental & vision and paid time-off

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# Questions

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**#7**

**SPECIAL  
PRESENTATION**

# A TOWN HALL MEETING



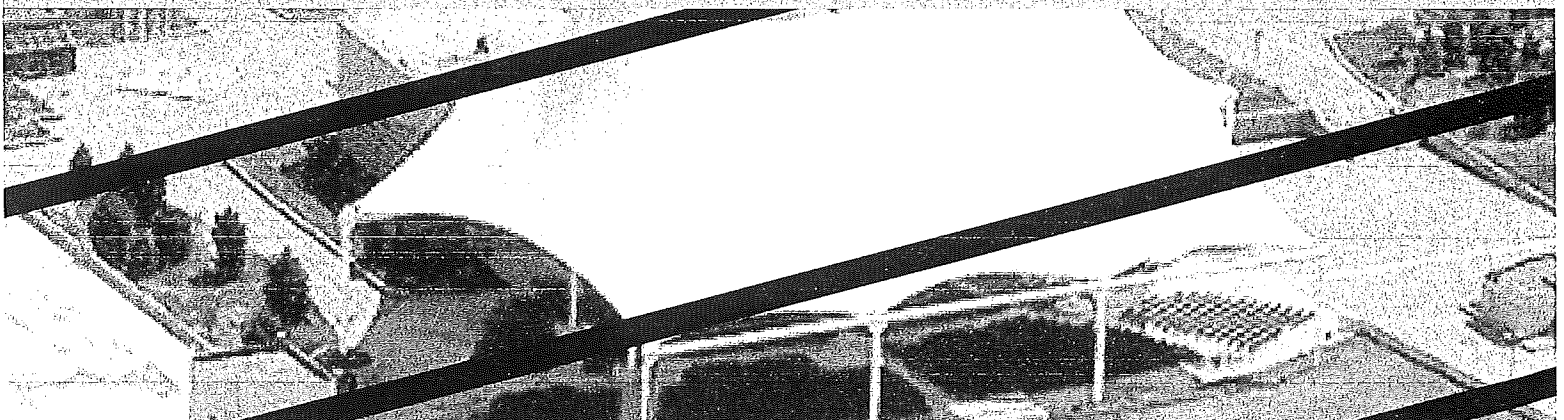
**PONTIAC IS RECEIVING \$37.7 MILLION FROM THE AMERICAN RESCUE PLAN LETS TALK ABOUT HOW TO SPEND THIS MONEY TO BENEFIT THE CITY, RESIDENTS AND BUSINESSES.**

**MAYOR WATERMAN IS HOSTING A TOWN HALL IN YOUR DISTRICT. THE MAYOR WANTS YOUR INPUT AND COLLABORATION**

Using the funds to help our citizens and businesses, and to continue Pontiac's progress, Mayor Waterman has made recommendations to the city council for the following uses:

- 1** Restore Neighborhoods
- 2** Citizen Relief
- 3** Infrastructure Improvements
- 4** Public Safety

**Watch for a listing of a date and location in your district.**



## SAVE THE DATE

**State of the City Address: Then, Now, & Future Vision**

**June 28th, 2021 - Phoenix Center Amphitheater**

**Free to the Public - Light Refreshments Provided**



# **FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs**

**May 10, 2021**

*Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery*

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

## **FUNDING AMOUNTS**

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

<b>Type</b>	<b>Amount (\$ billions)</b>
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cites	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

## **USES OF FUNDING**

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury's Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

#### 1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**

✓ Vaccination programs	✓ Enhancement of healthcare capacity, including alternative care facilities
✓ Medical expenses	✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
✓ Testing	✓ Enhancement of public health data systems
✓ Contact tracing	✓ Capital investments in public facilities to meet pandemic operational needs
✓ Isolation or quarantine	✓ Ventilation improvements in key settings like healthcare facilities
✓ PPE purchases	
✓ Support for vulnerable populations to access medical or public health services	
✓ Public health surveillance (e.g., monitoring for variants)	
✓ Enforcement of public health orders	
✓ Public communication efforts	

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
  - ✓ Mental health treatment
  - ✓ Substance misuse treatment
  - ✓ Other behavioral health services
  - ✓ Hotlines or warmlines
  - ✓ Crisis intervention
  - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

## 2. Addressing the negative economic impacts caused by the public health emergency

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

### 3. Serving the hardest-hit communities and families

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

### 4. Replacing lost public sector revenue

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.



Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

## **5. Providing premium pay for essential workers**

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- |   |   |
|---|---|
| ✓ Staff at nursing homes, hospitals, and home-care settings                     | ✓ Truck drivers, transit staff, and warehouse workers |
| ✓ Workers at farms, food production facilities, grocery stores, and restaurants | ✓ Childcare workers, educators, and school staff      |
| ✓ Janitors and sanitation workers   | ✓ Social service and human services staff             |
| ✓ Public health and safety staff  |   |

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

## **6. Investing in water and sewer infrastructure**

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

## **7. Investing in broadband infrastructure**

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

## **8. Ineligible Uses**

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

**#8**

**SPECIAL  
PRESENTATION**

**LET'S GET PONTIAC VACC TO NORMAL!**

# VACCINE CLINIC

**All participants receive two free tickets to the  
"Unity in the Community" Concert featuring Lakeside,  
Midnight Star & the Stylistics on August 1, 2021!**

Vaccine Clinic at the Pontiac City Hall Parking Lot  
47450 Woodward Avenue, Pontiac, MI 48342

**July 7<sup>th</sup> & July 28<sup>th</sup>**

**11:00am – 6:30pm**

Sponsored by



**July 8<sup>th</sup> & July 29<sup>th</sup>**

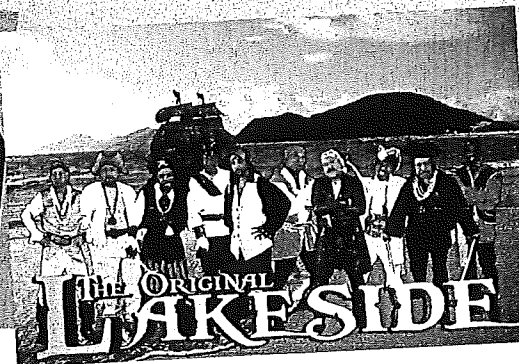
**11:00am – 6:30pm**

Sponsored by



COVID-19 vaccines will be provided by Honor Community Health  
Pre-registration is available but not required <https://honorcommunityhealth.org/>

**Every person that is fully vaccinated receives TWO FREE TICKETS to the  
Pontiac Unity in the Community Concert on August 1, 2021 in Downtown Pontiac!  
Featuring performances by The Stylistics, Lakeside and Midnight Star.**



**#9**

**RESOLUTION**



July 7, 2021

Great lakes Contracting Solutions, LLC  
Attn: Mr. Phillip Sakalian, Operations Manager  
2300 Edinburgh  
Waterford, MI 48328

Dear Mr. Sakalian,

The City of Pontiac and Great Lakes Contracting Solutions, LLC hereby mutually agree to extend the contract for "**Roadway Maintenance Program**" between the City of Pontiac and Great Lakes Contracting Solutions LLC originally dated June 26, 2018 for an effective date of July 1, 2018. **This agreed upon contract extension shall terminate at midnight June 30, 2022.**

This contract extension is created in accordance with Section VI Agreement within the contract documents.

This correspondence will serve as our contractual agreement to extend the above-mentioned contract based on the terms and conditions along with subsequent modifications, if any, as outlined in our agreement dated June 26, 2018.

Thank you for your continued service and dedication. We look forward to working with you and your team this contract year.

If you have any questions, or concerns, please feel free to contact me at 248.758.3617.

Sincerely,

CITY OF PONTIAC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Al Cooley III, Deputy DPW Director, City of Pontiac

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_  
Phillip Sakalian, Operations Manager,  
Great Lakes Contracting Solutions, LLC

I concur: \_\_\_\_\_ Date: \_\_\_\_\_  
Deirdre Waterman, Mayor, City of Pontiac  
DR/jc





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Allen H. Cooley III, Deputy Director of DPW

**DATE:** June 29, 2021

**RE:** Resolution to approve one-year extension for Great Lakes Contracting Solutions, LLC for Roadway Maintenance Program.

The Department of Public Works is requesting that the City Council approve a one-year extension of the contract for "Roadway Maintenance Program" between the City of Pontiac and Great Lakes Contracting Solutions LLC originally dated June 28, 2018. This agreed upon contract extension shall terminate at midnight June 28, 2022.

**WHEREAS,** Great Lakes Contracting Services performance over the last twelve months warrants a one-year extension of the initial agreement approved 6/28/2018.

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


The Pontiac City Council authorized the Mayor to extend the Roadway Maintenance Program contract with Great Lakes Contracting for 12 months beginning 6/28/2021 until 6/28/2022.

AHC

Attachments.



## DPW CONTRACTOR SCORECARD

Topic:	Score	Targeted Score
<b>Attendance:</b>		
• Employees meet scheduled work hours	10	10
<b>Work Place Accidents:</b>		
• # of Incidents	0/10	10
• Cost of Incidents:	0/10	10
<b>Facility Supervisor Satisfaction:</b>		
• Direct Program	9	10
• Deputy Director	9	10
• DPW Director	8	10
<b>Emergency Response Rating:</b>		
• COVID Response	8	10
<b>Overall Communication and Response:</b>		
• Sr. Management	8	10
• Foreman	8	10
<b>Proposed Program Enhancements:</b>		
• Discounts/cost savings initiatives	8	10
<b>Other Considerations:</b>		
Supplies/Materials/Equipment	9	10
Total Score:	97	110
0-84		Unsatisfactory
85-90	YELLOW	Satisfactory
91-100	GREEN	Goal Met

**CONTRACT FOR:**  
**2018 Roadway Maintenance Program**

- 1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and Great Lakes Contracting Solutions, LLC. hereinafter called the "Contractor".
- 2) Purpose. The purpose of this contract is for the City to engage the Contractor to Roadway Maintenance Services 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 the Roadway Maintenance Services in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.
- 4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see 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:

## 2018 ROADWAY MAINTENANCE PROGRAM

No.	Items	Level 1	Level 2	Level 3	Level 4	Unit
1	Remove & Replace 4-inch Sidewalk (Residential)					SF
	Quantity	1-500	501-1500	1501-5000	5001+	
	Unit Price	\$ 14.00	12.50	10.00	9.00	
2	Remove & Replace 6-inch Sidewalk (Residential and adjacent to driveways)					SF
	Quantity	1-250	251-750	751-1500	1501+	
	Unit Price	\$ 14.25	14.25	14.00	13.75	
3	Remove & Replace 9-inch Sidewalk (Commercial/Industrial and adjacent to driveways)					SF
	Quantity	1-250	251-750	751-1500	1501+	
	Unit Price	\$ 19.50	16.25	15.00	14.00	
4	Remove Sidewalk & Replace with ADA Ramp with Detectable Warning					SF
	Quantity	1-400	401-800	801-3200	3201+	
	Unit Price	65.00	60.00	58.00	55.00	
5	Remove & Replace Concrete Drive Approach, 6" (Residential)					SF
	Quantity	1-500	501-1000	1001-2500	2501+	
	Unit Price	15.00	15.00	14.75	14.50	
6	Remove and Replace Concrete Drive Approach, 9" (Commercial / Industrial)					SF
	Quantity	1-500	501-1000	1001-5000	5000+	
	Unit Price	17.25	17.25	17.00	16.75	
7	Restoration					SYD
	Quantity	1-500	501-2500	2501-7500	7501+	
	Unit Price	8.50	8.25	8.00	7.50	
8	Remove & Replace Concrete Curb & Gutter					LF
	Quantity	1-50	51-250	251-1320	1321+	
	Unit Price	125.00	115.00	70.00	65.00	
9	Remove HMA Surface					SYD
	Quantity	1-10	11-50	51-500	501+	
	Unit Price	25.00	25.00	20.00	20.00	
10	Cold Mill HMA Surface, 4" Thickness or Less					SYD
	Quantity	1-150	151-500	501-2000	2000+	
	Unit Price	40.00	35.00	32.00	28.00	
11	Install HMA, 1300 T, 20AAA Overlay					Ton
	Quantity	1-50	51-200	201-500	501+	
	Unit Price	570.00	570.00	475.00	400.00	
12	Install HMA, 1300 L, 20AAA Leveling / Base Course					Ton
	Quantity	1-50	51-200	201-500	501+	
	Unit Price	570.00	570.00	475.00	400.00	
13	HMA Hand Patching, 1300 T, 20AAA					Ton
	Quantity	1-10	11-25	26-50	50+	
	Unit Price	600.00	600.00	575.00	525.00	
14	Remove and Replace Concrete Pavement, 9 In., Non-Reinforced					SYD
	Quantity	1-10	11-50	51-500	501+	
	Unit Price	180.00	180.00	170.00	160.00	

No.	Items	Level 1	Level 2	Level 3	Level 4	Unit
15	Epoxy Anchored Lane Ties					EA
	Quantity	1-10	11-50	51-500	501+	
	Unit Price	15.00	12.50	9	9	
16	Aggregate Base, 21AA, 6 In., Limestone					SYD
	Quantity	1-10	11-50	51-500	501+	
	Unit Price	25.00	25.00	20.00	20.00	
17	Aggregate Base, 21AA, 6 In., Crushed Concrete					SYD
	Quantity	1-10	11-50	51-500	501+	
	Unit Price	20.00	20.00	15.00	12.00	
18	Subgrade Undercutting, 21AA, Crushed Concrete					CYD
	Quantity	1-25	26-100	101-500	501+	
	Unit Price	120.00	120.00	110.00	100.00	
19	Items	Level 1	Level 2	Level 3	Level 4	EA
	Drainage Structure Repair-2'-4' Dia.					
	Quantity	1-5	6-10	11-20	21+	
20	Replace Existing Drainage Structure, 2' Dia.					EA
	Quantity	1-5	6-10	11-20	21+	
	Unit Price	2,975.00	2850.00	2675.00	2,500.00	
21	Replace Existing Drainage Structure, 4' Dia.					EA
	Quantity	1-5	6-10	11-20	21+	
	Unit Price	4,500.00	4300.00	4200.00	4,000.00	
22	Replace Existing Drainage Structure, 4' Dia., 8'-15' Deep					FT
	Quantity	1-5	6-10	11-20	21+	
	Unit Price	500.00	500.00	450.00	400.00	
23	Drainage Structure Cover Adjustment (raise/lower), Case 1					EA
	Quantity	1-5	6-10	11-20	21+	
	Unit Price	875.00	850.00	825.00	800.00	
24	Drainage Structure Cover Adjustment (raise/lower), Case 2					EA
	Quantity	1-5	6-10	11-20	21+	
	Unit Price	775.00	750.00	725.00	700.00	
25	Storm Sewer Replacement-12-inch Diameter RCP					LF
	Quantity	1-50	51-150	151-500	500+	
	Unit Price	220.00	200.00	175.00	150.00	
26	Storm Sewer Replacement-18-inch Diameter RCP					LF JW
	Quantity	1-50	51-150	151-500	500+	
	Unit Price	250.00	245.00	240.00	230.00	
27	Storm Sewer Replacement-21-inch Diameter RCP					LF
	Quantity	1-50	51-150	151-500	500+	
	Unit Price	310.00	305.00	300.00	290.00	
28	Storm Sewer Replacement-24-inch Diameter RCP					LF
	Quantity	1-50	51-150	151-500	500+	
	Unit Price	350.00	340.00	330.00	300.00	

- 6) Period of Performance. Services to begin on July 9, 2018. The contract expires June 30, 2020 with the option for extension of the contract for year three. All services shall be performed according to the Agreement, as well as the submitted bid. The City has the right to break the agreement with 30 days' notice.
- 7) Method of Payment. Contractor will be paid 30 days 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 perform construction services for roadway maintenance in the City of Pontiac with related work for the 2018 Roadway Maintenance Program.

### **SCOPE OF WORK**

Contractor will provide all labor, equipment, and materials for the requested work under the different levels of contract within the following "Section IV. Request" and Scope of Work listed in the attached **"2018 ROADWAY MAINTENANCE PROGRAM BID"** in Appendix A.

All workmanship and materials shall be in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, Standard Plans, Special Details, Supplemental Specifications, Special Provisions, City of Pontiac Standards and Details for Construction. In addition, all workmanship and materials for soil erosion, sanitary sewer covers and adjustments, water services, appurtenances, fire hydrant, gate valve, and gate well covers and adjustments, if required, shall be in accordance with the Oakland County Water Resource Commissioners Standards, Details, and Specifications.

All streets shall remain open to through traffic for the duration of construction, unless approved by the City of Pontiac. The Contractor shall provide local traffic access to residents along streets within the project.

Provide material certification, and Quality Control (QC) and Quality Assurance (QA) testing in accordance with the MDOT specifications.

The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction, and the Oakland County Water Resources Commissioner and the technical specifications included in these bid documents. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05E of the 2012 MDOT Standard Specifications for Construction.

All change orders shall be authorized using addendums to the Contract.

The Contractor must submit Emergency (24 Hours) phone numbers on the company letterhead when submitting contracts.

Additional documents included in the Scope of Work: (See original bid proposal packet)

Attachment A:  
MDOT Frequently Used Special Provisions

For a copy of the submitted bid proposal please reference Exhibit "C".



**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 permitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:

- a) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
- 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 aggregate for 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) Professional Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is claims made form, the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
- e) 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, Oakland County Water Resources Commissioner, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. 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.
- f) Cancellation Notice: All policies, as described above, shall include an endorsement stating that 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: City Administrator for the City of Pontiac

- g) Proof of Insurance Coverage: The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
  - h) Expiration of Policies: If any of the above coverage expires 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.
  - i) Insurance companies, named insureds and policy forms shall be subject to approval by Pontiac's Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or a policy condition, that reduces coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
  - 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 except as provided in Section 6(f) of this Agreement.
- 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, 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: Great Lakes Contracting Solutions, LLC.  
2300 Edinburgh  
Waterford, MI 48327

For the City: City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342

- 18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such

work papers only after receiving written permission from the City and subject to any copyright protections.

- 20) 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](http://www.pontiac.mi.us/departments/income_tax/index.php)

Tax forms URL: [http://www.pontiac.mi.us/departments/income\\_tax/tax\\_forms.php](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.

**2018 ROADWAY MAINTENANCE PROGRAM BID**

47450 Woodward Avenue, Pontiac, MI 48342

Office: 248-758-3120 ~ fax: 248-758-3197

**> 2018 ROADWAY MAINTENANCE PROGRAM BID <**

Bidding Contractor: GREAT LAKES CONTRACTING  
Company Name: SOLUTIONS, LLC  
Representative: Tom Wall  
Address: 2300 Edinburgh City: Waterford Zip: 48328  
Office #: 313-962-0400 Fax #: 313-962-0404  
Cell#: 248-828-8699 Email: tom@greatlakescent.com  
License#: 801536634

**Job Duties Sheet / Scope of Work**

Contractor will provide all labor &amp; material for the following service work:

**2018 ROADWAY MAINTENANCE PROGRAM**

- Perform all road work in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, Standard Plans, Special Details, Supplemental Specifications, Special Provisions, City of Pontiac Standards and Details for Construction, MMUTCD, requirements listed in this "Request to Submit Bids".
- Provide material certification, and Quality Control (QC) and Quality Assurance (QA) testing in accordance with the MDOT specifications.
- Perform all workmanship and materials for soil erosion, sanitary sewer covers and adjustments, gate valve and gate well covers and adjustments shall be in accordance with the Oakland County Water Resource Commissioners Standards, Details, and Specifications; and the Oakland County Water Resource Commissioners Soil Erosion Control permit.
- Provide local traffic access to residents along each city street for the duration of the project unless the City of Pontiac approves any closure.
- The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction, and the Oakland County Water Resources Commissioner and the technical specifications included in these bid documents. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05E of the 2012 MDOT Standard Specifications for Construction.

The City of Pontiac is the governing agency and any reference to the Michigan Department of Transportation shall be interpreted as the City of Pontiac. Unit prices are required for all items in each part of the Bid Schedule.

## 2018 ROADWAY MAINTENANCE PROGRAM

No.	Items	Level 1	Level 2	Level 3	Level 4	Unit
1	Remove & Replace 4-inch Sidewalk (Residential)					SF
	Quantity	1-500	501-1500	1501-5000	5001+	
	Unit Price	\$ 14.00	12.50	10.00	9.00	
2	Remove & Replace 6-inch Sidewalk (Residential and adjacent to driveways)					SF
	Quantity	1-250	251-750	751-1500	1501+	
	Unit Price	\$ 14.25	14.25	14.00	13.75	
3	Remove & Replace 9-inch Sidewalk (Commercial/Industrial and adjacent to driveways)					SF
	Quantity	1-250	251-750	751-1500	1501+	
	Unit Price	\$ 19.50	16.25	15.00	14.00	
4	Remove Sidewalk & Replace with ADA Ramp with Detectable Warning					SF
	Quantity	1-400	401-800	801-3200	3201+	
	Unit Price	65.00	60.00	58.00	55.00	
5	Remove & Replace Concrete Drive Approach, 6" (Residential)					SF
	Quantity	1-500	501-1000	1001-2500	2501+	
	Unit Price	15.00	15.00	14.75	14.50	
6	Remove and Replace Concrete Drive Approach, 9" (Commercial / Industrial)					SF
	Quantity	1-500	501-1000	1001-5000	5000+	
	Unit Price	17.25	17.25	17.00	16.75	
7	Restoration					SYD
	Quantity	1-500	501-2500	2501-7500	7501+	
	Unit Price	8.50	8.25	8.00	7.50	
8	Remove & Replace Concrete Curb & Gutter					LF
	Quantity	1-50	51-250	251-1320	1321+	
	Unit Price	125.00	115.00	70.00	65.00	
9	Remove HMA Surface					SYD
	Quantity	1-10	11-50	51-500	501+	
	Unit Price	25.00	25.00	20.00	20.00	
10	Cold Mill HMA Surface, 4" Thickness or Less					SYD
	Quantity	1-150	151-500	501-2000	2000+	
	Unit Price	40.00	35.00	32.00	28.00	
11	Install HMA, 1300 T, 20AAA Overlay					Ton
	Quantity	1-50	51-200	201-500	501+	
	Unit Price	510.00	570.00	475.00	400.00	
12	Install HMA, 1300 L, 20AAA Leveling / Base Course					Ton
	Quantity	1-50	51-200	201-500	501+	
	Unit Price	510.00	570.00	475.00	400.00	
13	HMA Hand Patching, 1300 T, 20AAA					Ton
	Quantity	1-10	11-25	26-50	50+	
	Unit Price	600.00	600.00	575.00	525.00	
14	Remove and Replace Concrete Pavement, 9 In., Non-Reinforced					SYD
	Quantity	1-10	11-50	51-500	501+	
	Unit Price	180.00	180.00	170.00	160.00	



No.	Items	Level 1	Level 2	Level 3	Level 4	Unit
15	Epoxy Anchored Lane Ties					
	Quantity	1-10	11-50	51-500	501+	EA
	Unit Price	15.00	12.50	9	9	
16	Aggregate Base, 21AA, 6 In., Limestone					
	Quantity	1-10	11-50	51-500	501+	SYD
	Unit Price	25.00	25.00	20.00	20.00	
17	Aggregate Base, 21AA, 6 In., Crushed Concrete					
	Quantity	1-10	11-50	51-500	501+	SYD
	Unit Price	20.00	20.00	15.00	12.00	
18	Subgrade Undercutting, 21AA, Crushed Concrete					
	Quantity	1-25	26-100	101-500	501+	CYD
	Unit Price	120.00	120.00	110.00	100.00	
19	Items	Level 1	Level 2	Level 3	Level 4	
	Drainage Structure Repair-2'-4' Dia.					
	Quantity	1-5	6-10	11-20	21+	EA
20	Replace Existing Drainage Structure, 2' Dia.					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	2,975.00	2850.00	2675.00	2,500.00	
21	Replace Existing Drainage Structure, 4' Dia.					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	4,500.00	4300.00	4200.00	4,000.00	
22	Replace Existing Drainage Structure, 4' Dia., 8'-15' Deep					
	Quantity	1-5	6-10	11-20	21+	FT
	Unit Price	500.00	500.00	450.00	400.00	
23	Drainage Structure Cover Adjustment (raise/lower), Case 1					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	875.00	850.00	825.00	800.00	
24	Drainage Structure Cover Adjustment (raise/lower), Case 2					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	775.00	750.00	725.00	700.00	
25	Storm Sewer Replacement-12-Inch Diameter RCP					
	Quantity	1-50	51-150	151-500	500+	LF
	Unit Price	220.00	200.00	175.00	150.00	
26	Storm Sewer Replacement-18-Inch Diameter RCP					
	Quantity	1-50	51-150	151-500	500+	LF
	Unit Price	250.00	245.00	240.00	230.00	
27	Storm Sewer Replacement-21-Inch Diameter RCP					
	Quantity	1-50	51-150	151-500	500+	LF
	Unit Price	310.00	305.00	300.00	290.00	
28	Storm Sewer Replacement-24-Inch Diameter RCP					
	Quantity	1-50	51-150	151-500	500+	LF
	Unit Price	350.00	340.00	330.00	300.00	

**Attachment A - MDOT Frequently Used Special Provisions**

The following MDOT Frequently Used Special Provisions are applicable and adhered to as part of this project. These documents take precedent over the 2012 MDOT Standard Specifications for Construction, and are included in Attachment A. This list may not be considered complete.

The following Special Provisions can be downloaded from the MDOT website at <https://mdotiboss.state.mi.us/SpecProv/specProvHome.htm>;

12SP-501A-01 Sampling Asphalt Binder on Local Agency Projects  
12SP-501J-05 Acceptance of Hot Mix Asphalt Mixture on Local Agency Projects  
12SP-604B-09 Quality Control and Acceptance of Portland Cement Concrete  
12SP-812C-01 Traffic Control Quality and Compliance  
12SP-812L-01 Supports for Temporary Signs  
12SP-812U-01 Type III Barricades  
12SP-910A-01 Physical Requirements for Geotextiles

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

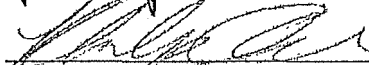
FIRM NAME, ADDRESS AND PHONE NUMBER:

**GREAT LAKES CONTRACTING  
SOLUTIONS, LLC  
2300 Edinburgh  
Waterford, MI 48328**

Phone: 313-962-0400 / Fax: 313-962-0404

Dated and signed at Waterford, MI on 5/24/18  
(City) (Date)

Name of Respondent: Philip A. Sakalian

Signature of Respondent: 

Address of Respondent: 2300 Edinburgh, Waterford, MI 48328

By: Philip A. Sakalian Title: Owner / member

Office # 313-962-0400 Cell # 248-838-8699  
Tom Wall

FAX# 313-962-0404 FEDERAL TAX I.D. NUMBER 27-1826445

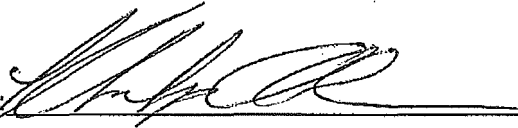
EMAIL Address of Primary Contact: tom@greatlakescont.com

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.

Great Lakes Contracting Solutions, LLC.

6/22/18

DATE

Sign: 

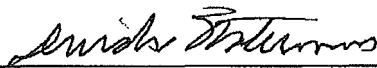
Print: Philip A. Sakalian

Title: Owner/MEMBER

City of Pontiac

6/22/18

DATE

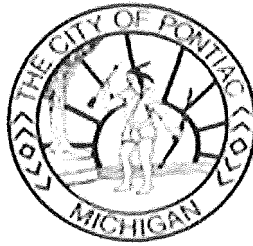
Sign: 

Print: Deirdre Waterman

Title: Mayor

**#10**

**RESOLUTION**



July 7, 2021

Great lakes Contracting Solutions, LLC  
Attn: Mr. Phillip Sakalian, Operations Manager  
2300 Edinburgh  
Waterford, MI 48328

Dear Mr. Sakalian,

The City of Pontiac and Great Lakes Contracting Solutions, LLC hereby mutually agree to extend the contract for "**Roadway Maintenance Program**" between the City of Pontiac and Great Lakes Contracting Solutions LLC originally dated June 26, 2018 for an effective date of July 1, 2018. **This agreed upon contract extension shall terminate at midnight June 30, 2022.**

This contract extension is created in accordance with Section VI Agreement within the contract documents.

This correspondence will serve as our contractual agreement to extend the above-mentioned contract based on the terms and conditions along with subsequent modifications, if any, as outlined in our agreement dated June 26, 2018.

Thank you for your continued service and dedication. We look forward to working with you and your team this contract year.

If you have any questions, or concerns, please feel free to contact me at 248.758.3617.

Sincerely,

CITY OF PONTIAC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Al Cooley III, Deputy DPW Director, City of Pontiac

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_  
Phillip Sakalian, Operations Manager,  
Great Lakes Contracting Solutions, LLC

I concur: \_\_\_\_\_ Date: \_\_\_\_\_  
Deirdre Waterman, Mayor, City of Pontiac  
DR/jc



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Pontiac City Council

**FROM:** Deidre Waterman, Mayor, at the request of  
Allen H. Cooley III, Deputy Director of DPW

**DATE:** June 29, 2021

**RE:** **Great Lakes Power & Light Contract Extension**

In 2017, the City of Pontiac advertised for "Street Light Maintenance" and awarded a contract to Great Lakes P&L. This contract was a one-year contract with options for years two and three. In the three years working with Great Lakes P&L, they have been a very responsive company to work with. We feel that their work product and ability to respond to outages and repairs is the best we have seen since contracting out the street light maintenance. Additionally, their pricing is also some of the lowest in the area for parts and labor, saving the City money on costly repairs.

Great Lakes P&L has been a trusted contractor for the 3 years of this contract and has done exemplary work repairing our public lighting system. Their knowledge of the City's public lighting system is unmatched and takes time and effort to figure out and understand.

At this time, the original Great Lakes P&L contract has expired. The Department of Public Works is still in need of assistance for "Street Light Maintenance"

We request to extend the current contract with Great Lakes P&L who has agreed to maintain current pricing. We are requesting to extend this contract for a period of 1 year.

Funding for this contract is in the Major Street Fund.

Based upon the above and attached information, it is the recommendation of the Department of Public Works to extend the contract with Great Lakes P&L for 1 year.

WHEREAS, The City of Pontiac has mutually agreed with Great Lakes P&L to extend the contract for 1 year at current rates;

WHEREAS, Great Lakes P&L has done exemplary work over the 3 years of their contract;

WHEREAS, The Department of Public Works is still in need of assistance for "Street Light Maintenance";

NOW, THEREFORE,  
BE IT RESOLVED,


The Pontiac City Council authorizes the Mayor to extend the contract with Great Lakes P&L until January 1, 2022.

AHC





## DPW CONTRACTOR SCORECARD

Topic:	Score	Targeted Score
<b>Attendance:</b>		
• Employees meet scheduled work hours	10	10
<b>Work Place Accidents:</b>		
• # of Incidents	0/10	10
• Cost of Incidents:	0/10	10
<b>Facility Supervisor Satisfaction:</b>		
• Direct Program	8	10
• Deputy Director	8	10
• DPW Director	8	10
<b>Emergency Response Rating:</b>		
• COVID Response	8	10
<b>Overall Communication and Response:</b>		
• Sr. Management	8	10
• Foreman	8	10
<b>Proposed Program Enhancements:</b>		
• Discounts/cost savings initiatives	8	10
<b>Other Considerations:</b>		
Supplies/Materials/Equipment	9	10
Total Score:	95	110
0-84		Unsatisfactory
85-90	YELLOW	Satisfactory
91-100	GREEN	Goal Met

## **CONTRACT FOR STREET LIGHT MAINTENANCE**

1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and Great Lakes Power & Lighting hereinafter called the "Contractor".

2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide City Street Light Maintenance to the City, as the City deems necessary. (See Scope of Services below).

3) Scope of Services. The Contractor will provide all labor, limited materials, supplies, equipment and supervision to perform Street Light Maintenance 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:

## Street Light Maintenance Bid Sheet (part 1 of 2)

## 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.

FIRM NAME: Great Lakes Power & Lighting DATE: 5/22/17

BY: CK Signature BY: Charles R. Schumb Name and Title (print or type) President

ADDRESS: 9646 26 Mile Caro MI 48064  
Street City State Zip Code

OFFICE PHONE: 586 716 4000 CELL PHONE: 810 824 0075 FAX: 586 716 4770

NOTE: cost below should not include the cost of materials (i.e. bulbs, fuse and wire) only labor and equipment

Item	Type of pole/fixture	Year 1 Cost	Year 2 Cost	Year 3 Cost
Standard Service Call Cost (for below items)	n/a	50	60	70
Additional cost to deploy 2nd crew	n/a	50	60	70
Emergency Service call (less than 24HR notice)	n/a	50	60	72
Re-wire Pole (cost per ft.)	Standard pole	20	22	24
Re-wire Pole (cost per ft.)	Decorative	18	20	22
Replace Bulb	Standard pole	100	110	120
Remove and Replace LED Fixture	Cobra Head LED	230	240	260
Remove and Replace LED Fixture	Decorative LED	160	170	180
Replace fuse	Standard/Decorative pole	70	72	74
Replace ballast	Standard/Decorative pole	150	160	170
Replace photocell	n/a	100	110	120
Service Call for Pole replacement	Standard pole	50	60	70
Emergency Service call for Pole replacement only (less than 24HR notice)	Standard pole	50	60	70
Replace Poles/support structures (wood)	Standard pole	2500	2700	2900
Replace Poles/support structures (aluminum)	Standard pole	2900	3100	3300
Standard Service call	n/a	50	60	70
Hourly Rate for electrician for items outside of scope	n/a	64	66	68

## Street Light Maintenance Bid Sheet (part 2 of 2)

## CITY OF PONTIAC - BID PROPOSAL

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

FIRM NAME: Great Lakes Power & Lighting DATE: 5/22/17BY: CL

Signature

BY: Charles R Schwab President

Name and Title (print or type)

NOTE: cost below should not include the cost of materials (i.e. bulbs, fuse and wire) only labor and equipment

Item	Type of pole/fixture	Year 1 Cost	Year 2 Cost	Year 3 Cost
Emergency Service call for overhead wire only (less than 24HR notice)	n/a	50	60	70
Replace Overhead wire (cost per ft.)	n/a	25	27	29
Standard Service Call (underground wire only) Cost	n/a	50	60	70
Emergency Service call for underground wire only (less than 24HR notice)	n/a	50	60	70
Replace underground wire -excavation and repair (cost per linear ft.) cost should include backfill and restoration	n/a	7	8	9
Service call for directional drilling	n/a	50	60	70
Cost for directional drilling of conduit (per linear ft.)	n/a	20	22	24
Standard Service Call (diagnose wire break) Cost	n/a	50	60	70
Emergency Service call for diagnosing wire break (less than 24HR notice)	n/a	50	60	70
Cost per hour to diagnose a wire break or short	n/a	64	66	68

Above pricing should include the cost of diagnostics

Example of how a job is billed for replacement of 5 bulbs and 1 fuse.

= \$75 + \$100 (5X20) + \$15 = \$190 labor

= \$5 + \$50 (10X5) = \$55 X 10% = \$60.5 materials

Total bill = \$250.50

Contractor pricing

Standard Service Call \$75

Replace Bulb \$20

Replace Fuse \$15

Materials

Bulb \$10

Fuse \$5

## Disclaimer:

The City of Pontiac reserve the right to eliminate any of the work items listed above, if the work is no longer required or is in the best interest of the City

The City of Pontiac reserves the right to bid out any work that would be deemed outside the scope of work, including but not limited to replacing traditional lights with LED fixtures

The Undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this bid as principal, and that it is made without any connection with any other person(s), firm or corporation submitting a bid for the same.

The Undersigned hereby declares that they have read and understand all conditions are outlined in the Request for Bids and that the bid is made in accordance with same.

The Undersigned hereby declares that any person(s) employed by the City of Pontiac Michigan who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this bid. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered \_\_\_\_\_

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization submitting a bid.

Company Name: Great Lakes Power & Lighting

Address: 9646 26 Mile Rd Caseo MI 48064

Representative Signature: CV

Print Name: Charles R Schwab

Title: President

Office # 586 716 4000 Cell # 810 824 0075

FAX# 586 716 4770

Federal Tax Identification Number: 20-0682437

Date: 5/22/17

6) Period of Performance. This contract expires June 30, 2018, with the option for extension of the contract in one year increments for years two and or three, upon the approval and signature of the parties hereto. The Contractor is subject to the standard provision of City policy, of a 90 day review period. The City of Pontiac would inform the contractor a minimum of 30 days prior to expiration to enact optional years two and or three. The City has the right to break the agreement, with 30 days' notice.

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 Street Light Maintenance.

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

The City of Pontiac is seeking a qualified contractor to do City Street Light Maintenance for the City of Pontiac. The successful bidder shall demonstrate past experience in City Street Light Maintenance for at least two years.

The City of Pontiac owns 2,124 street lights that vary from LEDs, High Pressure Sodium and Mercury Vapor lights. The breakdown is as follows:

<u>Current Watt</u>	<u>Quantity</u>	<u>Current Watt</u>	<u>Quantity</u>
175 MV	87	060-069 LED	93
400 MV	182	120-129 LED	285
		150-159 LED	111
100 HPS	68	180-189 LED	62
150 HPS	449	250-259 LED	90
250 HPS	370	300-309 LED	5
310 HPS	28		
400 HPS	294		

Contractor shall comply with all applicable O.S.H.A, M.U.T.C.D and M.I.O.S.H.A. laws and regulations. The Contractor shall furnish the necessary personnel for the services to be provided hereunder, such personnel to be employees of Contractor. Contractor shall provide the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

All employees will be required to wear safety articles as required by law at the sole cost of the contractor.

Materials:

1. The City of Pontiac may supply all the street lighting materials, or contract with the necessary vendor for the winning bidder to pick up the materials needed for a job.
2. Materials that are provided by the contractor will need a materials invoice with the submission of an invoice, of work done, to the City.



3. The City of Pontiac will not provide any storage for equipment or materials.

Scope of Services:

1. Repair. Perform electrical, electronic, and mechanical diagnostics on street lights and poles to determine reason for light failure.
  - a. Re-wire (in pole, above and below ground)
  - b. Replace bulb(s)
  - c. Remove and replace LED fixtures
  - d. Replace fuses
  - e. Replace circuit/breakers
  - f. Replace ballast(s)
  - g. Replace poles/support structures
  - h. Replace photocell(s)
  - i. Issue detailed monthly activity reports
  - j. Contractor to supply all materials
2. Maintain.
  - a. Develop and implement a preventative maintenance program ( Contractor to include a detailed preventative maintenance program. i.e. change bulbs every 2.5 years)
    - 1)Detailed reporting function
3. Equipment.
  - a. List equipment intended to perform scope of work (please indicated if you rent or own)
4. Requirements.
  - a. Licenses
    - 1)Electrical
    - 2)CDL
  - b. Coordinate with Miss Dig when required
  - c. Coordinate with DTE when necessary
  - d. No permits will be required
  - e. Properly disposing of waste
5. Service and Response Time.
  - a. 24/7/365 on-call service
  - b. Twenty-four hour response time to light failures

**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, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Pontiac. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.
- 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 aggregate for 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. 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.
- e) Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it 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: City Administrator for the City of Pontiac.

- f) Proof of Insurance Coverage: The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
- g) Expiration of Policies: If any of the above coverage expires 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 Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the Contractor's services. In addition, the Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.
- 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: Great Lakes Power & Lighting  
9646 Marine City Hwy  
Casco, MI 48604

For the City: City of Pontiac  
47450 Woodward Ave.  
Pontiac, MI 48342

- 18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- 20) 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](http://www.pontiac.mi.us/departments/income_tax/index.php)

Tax forms URL: [http://www.pontiac.mi.us/departments/income\\_tax/tax\\_forms.php](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.

Great Lakes Power & Lighting

6.28.17  
DATE

Sign: [Signature]

Print: CHARLES R. SCHLAB

Title: PRESIDENT

City of Pontiac

6.28.17  
DATE

Sign: [Signature]

Print: JANE BAIS DIJESSA

Title: Deputy Mayor

**#11**

**RESOLUTION**





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Abdul H. Siddiqui, City Engineer

**DATE:** July 13, 2021

**RE: 2021 CDBG Sidewalk Improvement Project – Koala-T Construction, Inc.**

The City of Pontiac received and publicly opened bids for the referenced improvement project on Thursday, June 24, 2021. The project involves the repair of damaged sidewalks in various neighborhoods of the City, funded by a Community Development Block Grant.

A total of three (3) bids were received for the project in the amounts as follows:

- |   |              |
|---|--------------|
| 1. Koala-T Construction, Inc.             | \$663,400.75 |
| 2. Audia Concrete Construction, Inc.      | \$718,775.25 |
| 3. Great Lakes Contracting Solutions, LLC | \$730,805.00 |

The Engineering Division has reviewed the proposals and references submitted by all contractors and based on the attached is recommending the award to the low bidder, Koala-T Construction, Inc.

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

Funding for the project will be through a Community Development Block Grant, administered by Oakland County, in the amount of \$481,616.00.

Based upon the above information, it is recommendation of the Department of Public Works that the 2021 CDBG Sidewalk Improvement Project be awarded to Koala-T Construction, Inc., in the amount of \$481,616.00.

WHEREAS, the City of Pontiac has advertised and received responses to a Request For Proposal for the 2021 CDBG Sidewalk Improvement Project on June 24, 2021, and publically opened bids; and

WHEREAS, a bid tabulation was prepared and reviewed, and;

WHEREAS, the City identified the low bidder as Koala-T Construction, Inc., and references of the low bidder checked and found acceptable.

NOW, THEREFORE,

BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to enter into a contract with Koala-T Construction, Inc. for \$481,616.00 for the 2021 CDBG Sidewalk Improvement Project.

**TABULATION OF BIDS**  
**Project: 2021 CDBG Sidewalk Improvement Program**  
**Client: City of Pontiac**

City of Pontiac  
 47450 Woodward Ave.  
 Pontiac, MI 48236

**Project Name: 2021 CDBG Sidewalk Improvement Program**

**Bids Opened: June 24, 2021**

ITEM	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Sidewalk, Rem	7,615 SY	\$9.00	\$68,535.00	\$27.00	\$205,605.00	\$9.00	\$68,535.00	\$15.00	\$114,225.00
2	Sidewalk, Conc, 4 Inch	50,350 SF	\$6.50	\$327,275.00	\$6.16	\$309,652.50	\$8.35	\$420,422.50	\$7.50	\$377,625.00
3	Sidewalk, Conc, 6 Inch	13,615 SF	\$7.00	\$95,305.00	\$6.65	\$90,539.75	\$8.65	\$120,492.75	\$8.00	\$108,920.00
4	Sidewalk, Conc, 8 Inch	490 SF	\$8.00	\$3,920.00	\$9.65	\$4,728.50	\$10.00	\$4,900.00	\$9.00	\$4,410.00
5	Hand Patching	25 TON	\$200.00	\$5,000.00	\$325.00	\$8,125.00	\$290.00	\$7,250.00	\$425.00	\$10,625.00
6	Root Removal	525 EA	\$100.00	\$52,500.00	\$50.00	\$26,250.00	\$145.00	\$76,125.00	\$175.00	\$91,875.00
7	Stump Removal	25 EA	\$300.00	\$7,500.00	\$300.00	\$7,500.00	\$450.00	\$11,250.00	\$525.00	\$13,125.00
8	Timber Wall	200 LF	\$50.00	\$10,000.00	\$55.00	\$11,000.00	\$49.00	\$9,800.00	\$50.00	\$10,000.00
			<b>Total:</b>	<b>\$570,035.00</b>	<b>Total:</b>	<b>\$663,400.75</b>	<b>Total:</b>	<b>\$718,775.25</b>	<b>Total:</b>	<b>\$730,805.00</b>

**Engineer's Estimate:**

**Nowak and Fraus Engineers**  
 46777 Woodward Ave.,  
 Pontiac, MI 48342  
 Ph: 248-332-7931

**Low Bidder:**

**Koala-T Construction**  
 13448 Chateau Cove  
 Holly, MI 48342  
 Ph: 248-322-2751

**Second Bidder:**

**Audla Construction**  
 2985 Childs Lake Road  
 Milford, MI 48381  
 Ph: 248-676-9570

**Third Bidder:**

**Great Lakes Contracting Solutions**  
 2300 Edinburgh  
 Waterford, MI 48328  
 Ph: 313-962-0400

**#12**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Abdul H. Siddiqui, City Engineer

**DATE:** July 13, 2021

**RE: Vanguard Drive Reconstruction Project – Mark Anthony Contracting, Inc.**

The City of Pontiac received and publicly opened bids for the referenced improvement project on Thursday, June 24, 2021. The project is the reconstruction of the deteriorated concrete pavement on Vanguard Drive from Telegraph to approximately 637 ft east.

A total of three (3) bids were received for the project in the amounts as follows:

1. Mark Anthony Contracting, Inc. \$617,118.69
2. Angelo lafrate Construction Co. \$644,076.00
3. Merlo Construction Co. \$660,755.25

The Engineering Division has reviewed the proposals and references submitted by all contractors and based on the attached is recommending the award to the low bidder, Mark Anthony Contracting, Inc.

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

Funding for the project is identified in FY 21-22 Major Street Fund.

Based upon the above information, it is recommendation of the Department of Public Works that the Vanguard Drive Reconstruction Project be awarded to Mark Anthony Contracting, Inc., in the amount of \$617,118.69.

WHEREAS, the City of Pontiac has advertised and received responses to a Request For Proposal for the Vanguard Drive Reconstruction Project on June 24, 2021, and publically opened bids; and

WHEREAS, a bid tabulation was prepared and reviewed, and;

WHEREAS, the City identified the low bidder as Mark Anthony Contracting, Inc., and references of the low bidder checked and found acceptable.

NOW, THEREFORE,  
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to enter into a contract with Mark Anthony Contracting, Inc. for \$617,118.69 for the Vanguard Drive Reconstruction Project.

City of Pontiac  
 Bid Tabulation  
 Vanguard Road CCP Project (Telegraph Rd to 637' East)  
 6/25/2021

LN	DESCRIPTION	EST. QTY.	Engineer's Estimate Hubbell, Roth & Clark, Inc.		Mark Anthony Contracting Inc. Milford, MI bond?- Yes		Angelo Iafrate Construction Co. Warren, MI bond?- Yes		Merlo Construction Co. Milford, MI bond?- Yes	
			Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
	<b>Itemized Bid</b>									
1	Mobilization, Max. 10%	1	\$44,400.00	\$44,400.00	\$50,626.01	\$50,626.01	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
2	Pavt, Rem	4776	\$10.00	\$47,760.00	\$13.80	\$65,908.80	\$5.00	\$23,880.00	\$20.00	\$95,520.00
3	Exploratory Investigation, Vertical	25	\$100.00	\$2,500.00	\$101.39	\$2,534.75	\$50.00	\$1,250.00	\$1.00	\$25.00
4	Embankment, CIP	455	\$12.00	\$5,460.00	\$17.22	\$7,835.10	\$10.00	\$4,550.00	\$10.00	\$4,550.00
5	Excavation, Earth	1078	\$10.00	\$10,780.00	\$22.67	\$24,438.26	\$25.00	\$26,950.00	\$19.00	\$20,482.00
6	Erosion Control, Inlet Protection, Fabric Drop	9	\$100.00	\$900.00	\$71.57	\$644.13	\$100.00	\$900.00	\$150.00	\$1,350.00
7	Project Cleanup, Special	1	\$821.40	\$821.40	\$5,166.02	\$5,166.02	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
8	Aggregate Base, 8 inch	4650	\$12.00	\$55,800.00	\$12.26	\$57,009.00	\$15.00	\$69,750.00	\$17.00	\$79,050.00
9	Aggregate Base, Conditioning	3793	\$2.50	\$9,482.50	\$1.41	\$5,348.13	\$1.00	\$3,793.00	\$1.25	\$4,741.25
10	Maintenance Gravel	72	\$25.00	\$1,800.00	\$25.05	\$1,803.60	\$40.00	\$2,880.00	\$17.00	\$1,224.00
11	Sewer Tap, 12 inch	1	\$600.00	\$600.00	\$250.49	\$250.49	\$1,300.00	\$1,300.00	\$400.00	\$400.00
12	Dr Structure Cover, Adj, Case 1	5	\$500.00	\$2,500.00	\$178.92	\$894.60	\$375.00	\$1,875.00	\$600.00	\$3,000.00
13	Dr Structure Cover, Adj, Case 2	1	\$400.00	\$400.00	\$178.92	\$178.92	\$375.00	\$375.00	\$525.00	\$525.00
14	Dr Structure Cover, Type G	1	\$600.00	\$600.00	\$536.76	\$536.76	\$450.00	\$450.00	\$600.00	\$600.00
15	Dr Structure Cover, Type K	6	\$600.00	\$3,600.00	\$596.40	\$3,578.40	\$750.00	\$4,500.00	\$1,400.00	\$8,400.00
16	Dr Structure, 24 inch dia	1	\$1,250.00	\$1,250.00	\$1,192.80	\$1,192.80	\$3,200.00	\$3,200.00	\$2,000.00	\$2,000.00
17	Dr Structure, Adj, Add Depth	10	\$200.00	\$2,000.00	\$143.14	\$1,431.40	\$150.00	\$1,500.00	\$125.00	\$1,250.00
18	Underdrain, Subgrade, Open-Graded, 6 inch, Special	1340	\$15.00	\$20,100.00	\$15.51	\$20,783.40	\$25.00	\$33,500.00	\$17.00	\$22,780.00
19	HMA Surface, Rem	24	\$15.00	\$360.00	\$5.96	\$143.04	\$10.00	\$240.00	\$13.00	\$312.00
20	Hand Patching	6	\$150.00	\$900.00	\$268.38	\$1,610.28	\$150.00	\$900.00	\$333.33	\$2,000.00
21	Compacted Conc Pavt, 9 inch	3793	\$55.00	\$208,615.00	\$69.30	\$262,854.90	\$55.00	\$208,615.00	\$60.00	\$227,580.00
22	Curb and Gutter, Conc, Det F4	2327	\$20.00	\$46,540.00	\$29.82	\$69,391.14	\$20.00	\$46,540.00	\$24.00	\$55,848.00
23	Driveway Opening, Conc, Det M	140	\$20.00	\$2,800.00	\$33.40	\$4,676.00	\$30.00	\$4,200.00	\$32.00	\$4,480.00
24	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn, Modified	19	\$100.00	\$1,900.00	\$113.32	\$2,153.08	\$55.00	\$1,045.00	\$150.00	\$2,850.00
25	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper, Modified	19	\$5.00	\$95.00	\$0.01	\$0.19	\$1.00	\$19.00	\$1.00	\$19.00
26	Channelizing Device, 42 inch, Fluorescent, Furn, Modified	108	\$20.00	\$2,160.00	\$33.40	\$3,607.20	\$28.00	\$3,024.00	\$27.00	\$2,916.00
27	Channelizing Device, 42 inch, Fluorescent, Oper, Modified	108	\$1.00	\$108.00	\$0.01	\$1.08	\$1.00	\$108.00	\$1.00	\$108.00
28	Lighted Arrow, Type C, Furn, Modified	1	\$750.00	\$750.00	\$715.68	\$715.68	\$600.00	\$600.00	\$1,500.00	\$1,500.00
29	Lighted Arrow, Type C, Oper, Modified	1	\$100.00	\$100.00	\$0.01	\$0.01	\$1.00	\$1.00	\$1.00	\$1.00
30	Minor Traf Devices	1	\$17,760.00	\$17,760.00	\$4,999.02	\$4,999.02	\$112,000.00	\$112,000.00	\$15,000.00	\$15,000.00
31	Plastic Drum, Fluorescent, Furn, Modified	45	\$20.00	\$900.00	\$34.59	\$1,556.55	\$29.00	\$1,305.00	\$27.00	\$1,215.00
32	Plastic Drum, Fluorescent, Oper, Modified	45	\$1.00	\$45.00	\$0.01	\$0.45	\$1.00	\$45.00	\$1.00	\$45.00
33	Sign, Type B, Temp, Prismatic, Furn, Modified	288	\$6.00	\$1,728.00	\$8.35	\$2,404.80	\$6.00	\$1,728.00	\$2.00	\$576.00
34	Sign, Type B, Temp, Prismatic, Oper, Modified	288	\$1.00	\$288.00	\$0.01	\$2.88	\$1.00	\$288.00	\$1.00	\$288.00
35	Traf Regulator Control	1	\$22,200.00	\$22,200.00	\$1,431.36	\$1,431.36	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
36	Seeding, Mixture THM	45	\$20.00	\$900.00	\$5.78	\$260.10	\$50.00	\$2,250.00	\$40.00	\$1,800.00
37	Fertilizer, Chemical Nutrient, CI B	45	\$8.00	\$360.00	\$3.28	\$147.60	\$5.00	\$225.00	\$20.00	\$900.00
38	Topsoil Surface, Furn, 2 inch	90	\$3.50	\$315.00	\$8.88	\$799.20	\$15.00	\$1,350.00	\$30.00	\$2,700.00

City of Pontiac  
 Bid Tabulation  
 Vanguard Road CCP Project (Telegraph Rd to 637' East)  
 6/25/2021

LN	DESCRIPTION	EST. QTY.	Engineer's Estimate Hubbell, Roth & Clark, Inc.		Mark Anthony Contracting Inc. Milford, MI bond?- Yes		Angelo Iafrate Construction Co. Warren, MI bond?- Yes		Merlo Construction Co. Milford, MI bond?-Yes	
			Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
	Itemized Bid									
39	Mulch Blanket	90	\$2.00	\$180.00	\$6.86	\$617.40	\$5.00	\$450.00	\$18.00	\$1,620.00
40	Water, Sodding/Seeding	2	\$95.00	\$152.00	\$124.05	\$198.48	\$250.00	\$400.00	\$2,000.00	\$3,200.00
41	Traf Loop	4	\$1,700.00	\$6,800.00	\$1,431.36	\$5,725.44	\$2,000.00	\$8,000.00	\$2,250.00	\$9,000.00
42	TS Head, Temp	1	\$1,500.00	\$1,500.00	\$1,431.36	\$1,431.36	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
43	TS Face, Bag	1	\$450.00	\$450.00	\$298.20	\$298.20	\$125.00	\$125.00	\$250.00	\$250.00
44	TS Face, Bag, Rem	1	\$150.00	\$150.00	\$178.92	\$178.92	\$125.00	\$125.00	\$250.00	\$250.00
45	Sprinkler Line, Modified	100	\$4.00	\$400.00	\$7.16	\$716.00	\$10.00	\$1,000.00	\$25.00	\$2,500.00
46	Sprinkler Head, Replace, Modified	6	\$80.00	\$480.00	\$89.46	\$536.76	\$100.00	\$600.00	\$450.00	\$2,700.00
47	Sprinkler Head, Relocate, Modified	6	\$65.00	\$390.00	\$83.50	\$501.00	\$90.00	\$540.00	\$450.00	\$2,700.00
	Total Bid			\$ 530,079.90		\$ 617,118.69		\$ 644,076.00		\$ 660,755.25

Bid notifications were posted on BidNet, HRC Bid List, and MCA weekly news letter. We received three (3) bids for the project.

RED FONT INDICATES CORRECTED TOTAL

**#13**

**COMMUNICATION  
FROM THE CITY  
CLERK**





### ***The 10<sup>th</sup> Pontiac City Council Rules and Procedures***

All meetings of the city council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules.

#### **Meeting Times**

The city council meetings will be held every Tuesday of each month beginning at 6:00 p.m. at City Hall in the Council Chambers for formal meetings and for Study Session meetings unless otherwise rescheduled by resolution of the council. The Tenth Council has decided to implement Study Sessions and Formal Meetings. These meeting will alternate week to week.

#### **Formal Meeting**

During the formal meetings the City Council proceed through the formal agenda and take action on agenda items.

#### **Special meetings**

A special meeting shall be called by the mayor or any two members of council. A 24 hours written notice to each member of the council served personally or left at the councilmember's usual place of residence is required. However, any special meeting at which all council members are present or have given written consent shall be a legal meeting for such purposes, without such written notice. Special meeting notices shall state the purpose of the meeting. No official action shall be transacted at any special meeting of the council unless the item has been stated in the notice of such meeting.

#### **Posting requirements for regular and special meetings**

- a. Within 10 days after the first meeting of the council following the election, a public notice stating the dates, times and places of the regular monthly council meetings will be posted at the City Clerk's Office and on the City's web page.
- b. For a rescheduled regular or special meeting of the council, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting at the City Clerk's Office and on the City's web site. Special meeting notices shall also state the purpose of the meeting.
- c. The notice described above is not required for a meeting of the council in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the council determine that delay would be detrimental to the city's efforts in responding to the threat.

## **Minutes of regular and special meetings**

The clerk shall attend the council meetings and record all proceedings and resolutions of the council in accordance with the Open Meetings Act. In the absence of the clerk, the deputy clerk shall perform the clerk's duties.

At a minimum, the minutes shall indicate the date, place, type (regular or special), and time of meeting; the names of all elected city officials present at roll call; the name and time of arrival of any elected official not present at roll call; the name and time of departure of any elected official before adjournment; the maker and supporter of all motions and resolutions which are voted upon by the council; an indication of how each council member present voted on a motion or resolution; the call of the chair as to the passage or failure of the motion or resolution; and the time of adjournment. For public comment, only the number of individuals speaking need be included in the minutes. For a public hearing, the name of the person addressing the council and the topic of the comments.

A copy of the minutes of each regular or special council meeting shall be available for public inspection at the City Clerk's Office during regular business hours.

## **Conduct of meetings**

### **Meetings to be public**

All regular and special meetings of the council shall be open to the public. Citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act.

All official meetings of the council and its committees shall be open to the public, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

### **Agenda preparation**

An agenda for each regular council meeting shall be prepared by the city clerk with the following order of business: The agenda will be as follows for the Formal Meetings.

## **Formal Meetings**

1. Call to order
2. Invocation
3. Pledge of Allegiance to the Flag of the United States
4. Roll Call
5. Authorization to Excuse Members from the Meeting
6. Amendments to and approval of the agenda  
Motions to amend the agenda are not debatable.
7. Approval of the Minutes
8. Subcommittee Report (As needed)
9. Special Presentation (If any)

Any presentations with prepared materials must be presented in print to the Council members. Specifically any power point presentations must be in printed form and distributed to the Council members prior to the beginning of the presentation.

10. Public Hearings (If any)
11. Recognition of Elected Officials (If any)
12. Agenda Address (2 Minute Limit)
13. Agenda Items
14. Public Comment (3 Minute Limit)
15. Mayor, Clerk and Council Closing Comments (3 Minute Limit)
16. Adjournment

The Agenda will be as follows for **Study Session Meetings**

#### **Study Session**

1. Call to order
2. Roll Call
3. Authorization to Excuse Members from the Meeting
4. Approval of the Agenda
5. Approval of the Minutes
6. Public Comment
7. Review of all agenda items
8. Adjournment

All items presented to the city council for action shall be placed on the first possible agenda by the city clerk. The deadline to submit an item to the clerk to place on the agenda shall be noon on the Thursday before a Study Session Meeting. The clerk shall distribute the agenda by email no later than 5:00 p.m. on Friday. Complete agenda packets, excluding confidential information, shall be posted on the City's web site concurrent with distribution of the agenda packet to the council members.

Any councilmember shall have the right to add items to the regular agenda before it is approved.

#### **Agenda distribution**

The clerk is responsible for the agenda distribution, which is emailed to each councilmember forty-eight (48) hours or more prior to each council meeting. In addition, the clerk posts each agenda to the city website 48 hours prior to each meeting for public access. Agendas for special meetings shall be distributed with the notice of special meeting and posted on the City's website.

#### **Quorum**

A majority of the entire elected or appointed and sworn members of the council shall constitute a quorum for the transaction of business at all council meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date with appropriate public notice. The council may adopt an ordinance to prescribe penalties.

#### **Attendance at council meetings**

Council is empowered by Article III – Legislative Branch, Section 3.107 of the charter to adjourn a meeting if a quorum is not present and compel attendance in a manner prescribed by its ordinance. In the event that the member's absences continue for more than five consecutive regular meetings of the council, the council may declare the seat vacant in accordance with Section 3.119 of the charter.

Role of the Mayor (Charter 4.101 "The Mayor or the Deputy Mayor shall attend all meetings of the Council and respond to questions from Council members and Citizens, make reports and present

proposals.”) The Mayor shall not speak on Council agenda items unless the Mayor is asked a question on that item.

### **Presiding officer**

The presiding officer shall be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The council president is ordinarily the presiding officer. If the Council President is absent, The Council President Pro Tem will preside over the meeting. In the absence of both the Council President and the Council President Pro Tem at the same meeting, the council member presiding over the meeting shall rotate by District, starting with District one. In the event of a resignation or other permanent absence, that the position shall be filled by nomination and affirmative vote of the majority of Council members serving.

### **Disorderly conduct**

The president may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than the allotted time or speaking vulgarities. Such person shall be seated until the chair determines whether the person is in order.

### **Closed meetings**

#### **Purpose**

Closed meetings may be held only for the reasons authorized in the Open Meetings Act, which are the following:

- a. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting.
- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing.
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- d. To consult with the municipal attorney or another attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the council.
- e. To review the specific contents of an application for employment or appointment to a public office when a candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting.
- f. To consider material exempt from discussion or disclosure by state or federal statute.

### **Calling closed meetings**

At a regular or special meeting, the councilmembers elected or appointed and serving, by a two-thirds roll call vote may call a closed session under the conditions outlined in the Open Meetings Act. The roll call vote and purpose(s) for calling the closed meeting shall be entered into the minutes of the public part of the meeting at which the vote is taken.

### **Minutes of closed meetings**

A separate set of minutes shall be taken by the clerk or the designated secretary of the council at the closed session. These minutes will be retained by the clerk, shall not be available to the public, and shall only be disclosed if required by civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

### **Discussion and voting**

#### **Rules of parliamentary procedure**

The rules of parliamentary practice, as contained in the most recent edition of Robert's Rules of Order Newly Revised, shall govern the council in all cases to which they are applicable, provided they are not in conflict with these rules, city ordinances or applicable state statutes. The Parliamentarian shall be a Professional Registered Parliamentarian with the National Association of Parliamentarians. The chair shall preserve order and decorum and may speak to points of order in preference to other councilmembers. If a point of order is given, it should not exceed two (2) minutes.

#### **Conduct of discussion**

During the council discussion and debate, no councilmember shall speak until recognized for that purpose by the chair. After such recognition, the councilmember shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another councilmember. Councilmembers should address their remarks to the chair, maintain a courteous tone and avoid interjecting a personal note into debate.

The Council members may decide by majority vote to limit or determine the time to be devoted to the discussion of a pending motion or item for discussion.

#### **Interruptions of Votes**

Interruptions during the taking of a vote are permitted only before any councilmember has actually voted.

#### **Rule against Explanation by Councilmembers During Voting**

A councilmember has no right to "explain their vote" during voting, which would be the same as debate at such a time.

#### **Changing One's Vote**

A member has a right to change their vote up to the time the result is announced. After that the member can make the change only by the unanimous consent of the remaining councilmembers present.

#### **Ordinances and resolutions**

A vote on all ordinances and resolutions shall be taken by a roll call vote and entered in the minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the minutes, unless a roll call vote is required by law or by council rules.

#### Abstentions

Except as otherwise specified in the City Charter or in matters relating to a direct financial conflict of interest no Councilmember shall abstain from voting on any question.

#### Roll Call

In all roll call votes, the names of the members of the council shall be called in rotating alphabetical order.

#### Disposition of Agenda Items

When an agenda item has been rejected by a vote of Council vote it may not be returned to the agenda unless the Councilmembers request, by majority vote, to give it further consideration.

Disposition of Agenda Item: An item may be not be returned for at least 30 days and by a Councilmembers request, by majority vote to give it further consideration.

#### Citizen participation

Each regular and special council meeting agenda shall provide reserved time for citizen participation. During citizen participation, each individual shall address the City Council in an orderly and dignified manner and shall not engage in conduct or language that disrupts, makes fun of, or otherwise impedes the orderly conduct of the Council Meeting. In addition, members of the audience shall not engage in disorderly or boisterous activity including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language, cheering, whistling, clapping, or any other acts that disturb, disrupt, or impede, or otherwise interfere with the orderly conduct of the City Council Meeting.

#### Agenda Address

The Council has included in its agenda a time for Agenda Address. Agenda Address will allow the audience to comment on agenda items on the agenda of the City Council Meeting. The individuals addressing the body will have 2 minutes to complete the Agenda Address. All individuals wishing to participate in the Agenda Address will have to fill out an Agenda Address Card, which will be located in the City Clerk's Office. The Agenda Address Card shall require the person to identify himself or herself, a method of contact, and the subject matter of their comments and such other information the Council President may require. The Agenda Address Card has to completed and turned in to the Clerk's Office by Tuesday at 4:30 p.m. to be considered for the following council meeting. Individuals who have submitted an Agenda Address Card to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak.

#### Public Comment

The Council has included in its agenda a time for Public Comments. The Public Comment portion of the agenda will allow individuals to comment on non-agenda items. The individuals addressing the body will have 3 minutes to complete public comment. All individuals wishing to participate during public comment will have to complete the Public Comment Sign-In Sheet, which will be located in the City Council Chambers on a clipboard.

The Public Comment Sign In-Sheet shall require the person to identify himself or herself, a method of contact, and the subject matter of their comments and such other information the Council President may require. The Public Comment Sign-In Sheet will be picked up before the call of order of the meeting. If your name is not on the Public Comment Sign-In Sheet once picked up, you will not be allowed to speak during Public Comment. Individuals who have submitted their information on the sign in sheet to speak must be present in the City Council Chambers when their name is called or they will lose their turn to speak. A person having been called on to speak may not yield their time to another person.

At the time of Public Comment on the agenda, the chair has the flexibility to determine that the time should be limited to less than three minutes for each speaker.

During Public Comment speakers shall not expressly advocate a vote for or against a candidate or ballot issue. (Sec. 57 Michigan Campaign Finance Act)

During Public Comment, council members shall not respond to any speaker. Responses to public comments are appropriate during closing comments prior to the adjournment of the meeting.

City of Pontiac employees cannot give public comments while on the clock and while receiving compensation from the City of Pontiac.

Only individuals signed up for public comment can be provided 3 minutes to speak, no add ons.

## **Miscellaneous**

### **Suspension of rules**

The rules of the council may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that council actions shall conform to state statutes and to the Michigan and United States Constitutions.

### **Annual Review of the Rules**

Each January the Councilmembers shall review these Rules and they may be revised by a majority vote of the councilmembers.

### **Committees**

#### **Standing and special committees of council**

The city shall have the following standing committees:

**Finance/Human Resource Committee:** Responsible for meeting with the Finance Director to review periodic financial reports; responsible for reviewing the proposed budget. This committee will meet once a month or as needed.

**Public Safety Committee:** Responsible for meeting with the Mayor and representatives of the City's police, fire, and emergency medical transport service providers. This committee will meet once a month or as needed.



Community Development Committee: Responsible for meeting with the Mayor and Community Development Director concerning the operations and functions of the Community Development Department. This committee will be meeting once a month or as needed.

Public Works/Parks and Recreation Committee: Responsible for meeting with the Mayor and Public Works Director concerning the operations and functions of the Public Works Department. This committee will meet once a month or as needed

Information Technology Subcommittee: Responsible for meeting with the Mayor and the IT Department concerning the operations and function of the IT Department. This committee will be meeting as needed.

Law and 50<sup>th</sup> District Court Subcommittee- Responsible for meeting with Judges or Court Reps concerning the operations and functions of the 50<sup>th</sup> Court. This committee will be meeting as needed.

Forensic Audit Subcommittee- This committee will meet as needed.

Real Estate Subcommittee-This committee will meet as needed.

Cable Subcommittee-This committee will meet as needed.

Committee members will be appointed by the president. They shall be members of the council. The president shall fill any committee vacancies. The committee member shall serve for a term of one year and may be re-appointed. Committees shall be comprised of at least three council members and one alternate who may attend if a regular member is unable to attend. Committees can discuss policy with department heads. Committees cannot make final decisions, but may recommend actions to the Council. Committees may determine their own meeting schedule. Committee meetings at which department heads will be present shall be scheduled at a time mutually acceptable to both the committee and the department head.

Committees shall present both oral and written reports. The committee shall designate a member to prepare the written report for the committee. The written report shall indicate the date and time of the committee meeting, all persons present, and the subject matter of discussion with some detail. If a committee is making a recommendation to the Council as a body, then at least two of the three members of the committee must be noted as being in support of the recommendation.

Special committees may be established for a specific period of time by the president or by a resolution of the council, which specifies the task of the special committee and the date of its dissolution. Special committees shall present reports in the same manner as standing committees.

Only the Pontiac City Council can give Public Service Announcements (PSA's) in the Council Chambers.

Effective        April 24, 2018

Amended        November 27, 2018

Amended        December 4, 2018

Amended        December 10, 2019



**#14**

**COMMUNICATION  
FROM THE  
MAYOR**

**City of Pontiac  
Executive Office of the Mayor**

**PROCLAMATION  
DECLARING WWII GREATEST GENERATION DAY**

**WHEREAS,** on July 8, 2021 the City of Pontiac will participate in an event at the Oakland County International Airport, main terminal and;

**WHEREAS,** this event is being hosted by the Commemorative Air Force (CAF) and the American Rosie the Riveter Association (ARRA) to reunite the "Diamond Lil" a B-24 war plane with persons that built and/or flew the airplanes and;

**WHEREAS,** the CAF's historic flyable B-24 Liberator Bomber, "Diamond Lil" will be reunited with living members of the WWII Greatest Generation and;

**WHEREAS,** these men and women played a direct part in the many victories that Diamond Lil represents and;

**WHEREAS,** attending this historic event will be WWII Veterans that flew missions of which included WWII D-Day invasion troops and the Tuskegee fighter pilots that escorted them, "Rosie the Riveter", women who built the B-24 bombers at Willow Run, home front laborers who build housing for the influx of workers and the Home Front volunteers who supported the war with necessary items such as blood drives and scrap metal and;

**WHEREAS,** for those of the Greatest Generation, September 2, 1945 represented the culmination of 1,336 days of arduous and demanding sacrifice. Over 400,000 Americans made the ultimate sacrifice during World War II and;

**WHEREAS,** the City of Pontiac can't let this day go by without noting, thanking and honoring World War II veterans and all who sacrificed to bring freedom to countless persons all over the world. This truly was the Greatest Generation,"

**NOW THEREFORE BE IT RESOLVED** as Mayor of Pontiac, and on behalf of the residents on Pontiac, affixed by my signature on this 8<sup>th</sup> day of July, I hereby declare July 8, 2021 as "WWII Greatest Generation Day" to honor these amazing Americans

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Dr. Deirdre Waterman  
Mayor