

# 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

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

## STUDY SESSION

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

November 16, 2021 at 6:00 P.M.

Meeting Location: City Council Chambers 47450 Woodward Pontiac, MI 48342

### Call to Order

### Roll Call

### Authorization to Excuse Councilmembers

### Amendments to the Agenda

### Approval of the Agenda

### Approval of the Minutes

1. November 9, 2021

### Public Comment

### Special Presentations (Presentations are limited to 10 minutes.)

2. Report on Maynard Court: Volunteer Efforts to Clean Up Condemned Site Occupied by Tenants of Landlord with Blight Violation History and Management Issues

### Discussion

3. Pontiac Youth Recreation and Enrichment Center (PYREC)

### Agenda Items

#### City Attorney

4. Resolution to approve the Medical Marijuana Commission Rules

#### Communication from the City Clerk

5. Memorandum on City Council adoption of the rules prior to the Medical Marijuana Commission approving them would be a violation of Ordinance 2357(B) City of Pontiac Medical Marijuana Facilities Ordinance approved by Pontiac voters

#### Department of Public Works (DPW)

6. Resolution for Council to approve the SEMCOG Planning Assistance Program Grant Agreement for a Road Diet Study on Auburn Avenue.

**Economic Development**

7. Resolution to Schedule Public Hearing for Community Development Block Grant (CDBG) Program Year 2022
8. Resolution to consider approval of VinCon, Inc. for CDBG Batch 17 Demolition Services
9. Resolution to Schedule Public Hearing to Reprogram Senior Housekeeping Services to Sidewalks - Recommending Project Allocations for Community Development Block Grant (CDBG) Program Years 2019 and 2020

**Finance**

10. Resolution to request the Enhanced Pension Benefit needed supplemental actuarial reports.

**Finance-Budget Amendments**

11. Resolution to approve a budget amendment for fiscal year 2021/2022 to allocate a total of \$180,000 in American Rescue Plan Funding as a matching grant to The Pontiac Skate Park Project 'The Skate Park Project' (formerly the Tony Hawk Foundation) grant awardee.
12. Resolution to approve a budget amendment for fiscal year 2021-22 to allocate a total of \$63,000 to the General Fund GL Account 101-206-702-000 to fund the Deputy Finance Director position.

**Finance-Grant**

13. Resolution to accept a \$90,000 Grant From Nextfifty Initiative to Support Infrastructure Improvements at Pontiac Senior Centers

**Information Technology**

14. Resolution to approve the purchase of Microsoft office 365 solution and associated costs not to exceed \$66,953.00

**Planning**

15. Resolution to approve a Zoning Map Amendment request ZMA 20-08 for PIN 64-14-17-130-005 & 64-14-17-130-006 to amend the current site zoning M-1 Light Manufacturing to M-1 Light Manufacturing with CR [Conditional Rezoning] zoning district.
16. Resolution to approve a Zoning Map Amendment request ZMA 21-09 for PIN 64-14-16-126-007 to amend the current site zoning C-3 Corridor Commercial & R-1 One Family Dwelling to R-1 One Family Dwelling zoning district and 64-14-16-126-008 to amend the current site zoning C-3 Corridor Commercial & R-1 One Family Dwelling to C-3 Corridor Commercial zoning district.

**Adjournment**

**#1**

**MINUTES**

**Official Proceedings  
Pontiac City Council  
261<sup>st</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 City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, November 9, 2021 at 6:00 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.  
A quorum was announced.

**Excuse Councilmembers**

21-332      **Excuse Councilmember 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**

21-333      **Motion to remove item #3 (special presentation for the Youth Recreation and Enrichment Center (PYREC) fall programming, item #4 (resolution to approve option 1 for returning City Council Meetings to the City Hall Council Chambers, the cost for option 1 is \$26,141.18, item #5 (resolution to approve option 2 for returning City Council Meetings to the City Hall Council Chambers, the cost for option 2 is \$67,321.18, item #6 (resolution to approve option 3 for returning City Council Meetings to the City Hall Council Chambers, the cost for option 3 is \$212, 321.18 from the agenda. Move item #10 (resolution to approve budget amendment for fiscal year 2021-2022 to increase account 202-463-806-000 engineering services in the amount of \$1,040,000.00, item #11 (resolution to approve budget amendment for fiscal year 2021-2022 to increase account 101-447-806.000 engineering services in the amount of \$190,000.00, item #12 (resolution to approve the City Treasurer to spread \$25,569.17 of property assessment on the 2021 winter tax rolls as requested by the Water Resources Commissioner and Item #13 (resolution to approve the Clerk to publish notice of the proposed budget amendment for Fiscal Year 2021-2022 to allocate a total of \$81,213 to general fund account 101-266-959-003 Settlement Payments before item #2 (public safety subcommittee reports). Remove item #14 (resolution to approve the purchase of Microsoft Office 365 solution and associated costs not to exceed \$66,953.00), item #15 (resolution to approve the Medical Marihuana Commission rules), item #16 (memorandum on City Council adoption of the rules prior to the Medical Marihuana Commission approving them would be a violation of Ordinance 2357(B) City of Pontiac Medical Marihuana Facilities Ordinance approved by Pontiac voters), from the agenda and ad-on a resolution regarding the General Employees' Retirement System after item #13. Moved by Councilperson Waterman and second by Councilperson Pietila.**



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

21-334 **Motion to approve the agenda as amended.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

#### **Approval of Minutes**

21-335 **Motion to approve meeting minutes for November 4, 2021.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

#### **Subcommittee Report**

Received Public Safety Report – September 2021

#### **Resolutions**

##### **Finance**

21-336 **Resolution to approve a budget amendment for fiscal year 2021-2022 to increase account 202-463-806-000 Engineering Services in the amount of \$1,050,000.00. (Five yes votes required to approve a budget amendment.)** Moved by Councilperson Waterman and second by Councilperson Pietila.

Whereas, the City of Pontiac timely approved the 2021-2022 budget on June 24, 2021 and;  
Whereas, the Administration has reviewed the Department of Public Works requirements for construction, preliminary engineering and construction engineering services for the fiscal year 2021-2022;  
and

Whereas, the Administration is proposing to the City Council to increase the appropriations for the current fiscal year 2021-2022 for preliminary engineering and construction engineering services for Major Streets projects in the amount of \$1,050,000 to account 202-463-806-000.

Whereas, the increased appropriations will not cause the fund balance in the Major Streets and General Fund funds to go below the policy mandated threshold.

Now, Therefore, Be It Resolved, that the City Council hereby approves the appropriation amendment for the fiscal year 2021-2022 as requested by the Mayor and Department of Public Works for account 202-463-806-000 in the amount of \$1,050,000.

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

21-337 **Resolution to approve a budget amendment for fiscal year 2021-2022 to increase account 101-447-806-000 Engineering Services in the amount of \$190,000. (Five yes votes required to approve a budget amendment.)** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the City of Pontiac timely approved the 2021-2022 budget on June 24, 2021 and;  
Whereas, the Administration has reviewed the Department of Public Works requirements for construction, preliminary engineering and construction engineering services for the fiscal year 2021-2022;  
and

Whereas, the Administration is proposing to the City Council to increase the appropriations for the current fiscal year 2021-2022 for General Fund engineering services for CDBG projects in the amount of \$190,000 to account 101-447-806-000.

Whereas, the increased appropriations will not cause the fund balance in the Major Streets and General Fund funds to go below the policy mandated threshold.

Now, Therefore, Be It Resolved, that the City Council hereby approves the appropriation amendment for the fiscal year 2021-2022 as requested by the Mayor and Department of Public Works for account 101-447-806-000 in the amount of \$190,000.

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

No: None

**Resolution Passed**

21-338        **Resolution to approve the City Treasurer to spread \$25,569.17 of property assessment on the 2021 winter tax rolls as requested by the Water Resources Commissioner.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the Water Resources Commissioner has notified the City of property assessments for nearly 6,980 parcels in the City of Pontiac that specifically benefited the property owner; and,

Whereas, the property assessments to the homeowners in their respective drain districts will have an average assessment between \$.07 to \$99.46 parcel, and;

Whereas, the City Council believes that it is the best interest of the City, that property owners who receive a direct benefit from the drain should pay for the benefit;

Now, therefore, Be It Resolved, that the Pontiac City Council direct that the City treasurer spread \$25,569.17 of property assessment on the 2021 winter tax rolls by director by the Water Resources Commissioner.

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

No: None

**Resolution Passed**

21-339        **Resolution to approve the Clerk to publish notice of the proposed budget amendment for Fiscal year 2021-2022 to allocate a total of \$81,213 to general fund account 101-266-959-003 Settlement Payments. (The funds will be used for payments required under recently decided legal action brought by former city employees.)** Moved by Councilperson Waterman and second by Councilperson Pietila.

Now, Therefore Be It Resolved, that the Pontiac City Council hereby authorizes the City Clerk to publish the notice of the budget amendment to increase the appropriations for the current year 2021-2022 for Settlements Payments in the amount of \$81, 213 to account 101-266-959-003.

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

No: None

**Resolution Passed**

21-340      **Ad-on Resolution to request an actuarial analysis to continue the \$400 supplemental pension payment for the Pontiac General Employees' Retirement System.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Whereas, pursuant to provision 13, **Transition Period of the Settlement Agreement**, "the current stipend payment being paid to retirees under the GERS Plan will continue until, but not beyond, such time as the U.S. Internal Revenue Service has approved the new Plans"; and,  
Whereas, the retirees of the City of Pontiac General Employees' Retirement System currently receive a \$400 supplemental pension payment and this payment is set to expire on December 31, 2021; and,  
Whereas, the City Council in continuing to support the retirees and in facilitating being in compliance with the terms of the Settlement Agreement, seeks to determine the cost to continue the \$400 supplemental pension payment for one year; and,  
Whereas, it has been expressed, that the benefits from the new VEBA will commence in February of 2022; however, if for some reason the benefits do not begin in February 2022, the requested actuarial study will cover a term of one year; and,  
Whereas, MCL §38.1140h(5) requires that the Retirement System's actuary perform a supplemental actuarial analysis to determine the cost of any increase in pension benefit prior to adopting and implementing additional benefits; and,  
Whereas, MCL §38.1140h(5) provides that Retirement System assets may not be used for any actuarial expenses related to the supplemental actuarial analysis provided for under MCL §38.1140h(5), but instead requires that any supplemental actuarial analysis be paid for by the City.  
Now, Therefore, Be It Resolved, that the Pontiac City Council desires for the City to have a supplemental actuarial analysis performed; and,  
Be It Further Resolved, the General Employees' Retirement System Board of Trustees' is hereby directed to request the System's actuary perform a supplemental actuarial analysis to determine the cost of continuing the \$400 supplemental pension payment for one year along with a copy of this resolution and the City shall pay the cost to perform the supplemental actuarial analysis.

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

No: None

**Resolution Passed**

21-341      **Resolution to approve a contract between the City and International Construction to provide Demolition Services for CDBG Clearance and Demolition of Batch 17 Properties not to exceed \$175,000.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the City of Pontiac is a sub-recipient to Oakland County for Community Development Block Grant (CDBG) Programs; and,  
Whereas, Clearance and Demolition is one of the programs for Program Years 2018 and 2019; with a combined balance of approximately \$781,099.87 in remaining funds, available for Batch 17 properties; and,  
Whereas, request for proposals for both Demolition and Asbestos Abatement were posted on both the City of Pontiac (COP) website and BidNet portal for prospective bidders to bid; and,  
Whereas, International Construction was the lowest of four (4) proposals submitted for \$175,000 for the properties; and  
Now, Therefore, Be It Resolved that the City Council in solidarity with the Mayor hereby authorizes and accepts the proposal to provide Demolition services.

Ayes: Pietila

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

**Resolution Failed**

21-342      **Resolution to approve the Michigan Department of Transportation (MDOT) Tunnel Inspection Agreement for the Phoenix Center Tunnel on Orchard Lake Road. Moved y**  
Councilperson Waterman and second by Councilperson Pietila.

Whereas, the City of Pontiac has received the tunnel inspection agreement from the Michigan Department of transportation (MDOT), and;

Whereas, The Department of Public Works, Engineering Division has reviewed the subject agreement, and;

Whereas, there is no cost to the City for the services provided by this agreement.

Now, Therefore, Be It Resolved, the Pontiac City Council authorizes the Mayor to sign the MDOT tunnel inspection agreement for inspection of the Phoenix Center tunnel on Orchard Lake Road.

Ayes: Taylor-Burks, Waterman, Williams and Pietila

No: Carter and Miller

**Resolution Passed**

**Public Comment**

Six (6) individuals addressed the body during public comment

**Mayor, Clerk and Council Closing Comments**

Mayor Waterman, Interim Clerk Doyle, Legislative Counsel Sharp, Councilwoman Waterman, Councilwoman Taylor-Burks, Councilwoman Pietila, Councilwoman Miller, Council President Pro-Tem Carter and Council President Williams made closing comments.

**Adjournment**

Council President Kermit Williams adjourned the meeting at 6:59 p.m.

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Garland Doyle  
Interim City Clerk

**#2**

**SPECIAL  
PRESENTATION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

Executive Branch

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

**FROM:** Honorable Mayor Deirdre Waterman

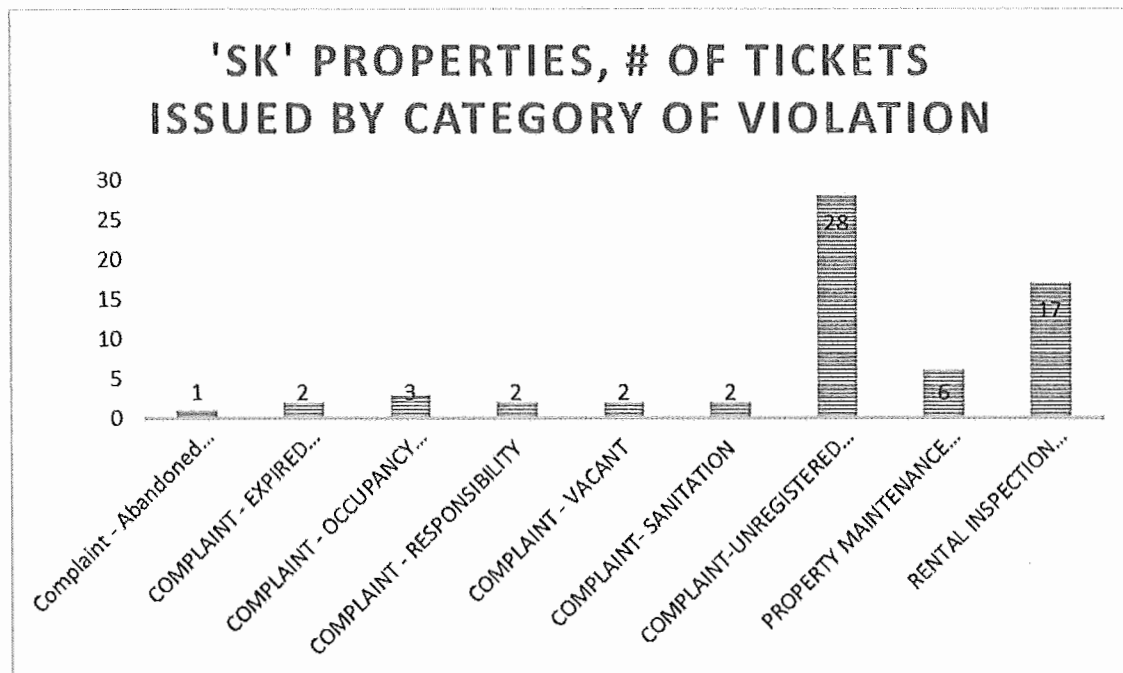
**CC:** Mark Holland, Deputy Mayor

**DATE:** October 14, 2021

**RE:** Special Presentation on October 19, 2021: Enhanced Code Enforcement Report Regarding 'SK' Properties.

**Title:** Enhanced Code Enforcement Report Regarding 'SK' Properties, presented by: Mark Holland, Deputy Mayor and Patrick Brzozowski, Code Enforcement Manager.

**Introduction:** To date, 'SK' properties has accumulated \$15,000.00 of outstanding, unpaid, Blight Tickets. The City has been working to ensure compliance with 'SK' properties across a variety of enforcement categories, the chart below summarizes the amount of outstanding Blight Tickets issued per category:



In total, we have filed 365 enforcements against this property owner, 155 have been resolved, 97 tickets have been issued, and 61 remain open. Attached

within you will find the enforcement, blight tickets issued, and property ownership reports.

**Section 2:** Maynard Ct violations. The property located at 21 Maynard Ct, Parcel ID's: 64-14-28-181-001/002/003/004, 64-14-28-251-001/002/003/004/005/006/007/008, has had a long history of enforcement activity as a result of inadequate property management. Attached you will find the enforcement history report, previous correspondence messages, photos obtained on 10/11/2021, showcasing the exterior condition, and the condemnation letter issued by our Building Department.

The City has had active involvement in working to clean this property, and ensure safe living conditions. To summarize, the property has been in violation numerous times for exterior sanitation, unregistered rental, and improper discharge of sewage. We have worked to correct these violations in the past, however, the issues involving the property continue to re-occur. On Monday, October 11, 2021, the City was made aware of exterior sanitation violations, with the help of local volunteers, Councilmembers, DPW, and Code Enforcement staff, the sanitation issues were addressed. On 10/14/2021 there is a scheduled HAZMAT crew to remediate the sewage discharge issue. Attached you will find

**Section 3:** Next Steps. In the interest of ensuring safe housing within the City, we will be conducting a meeting with 'SK' ownership, City Attorney, and management representatives to outline requirements and mandate compliance with our Ordinances. The process has already started in terms of consulting with our legal team, and will continue until a resolution has been determined.

**Section 4:** Questions.



# Enhanced Code Enforcement Report Regarding 'SK' Properties

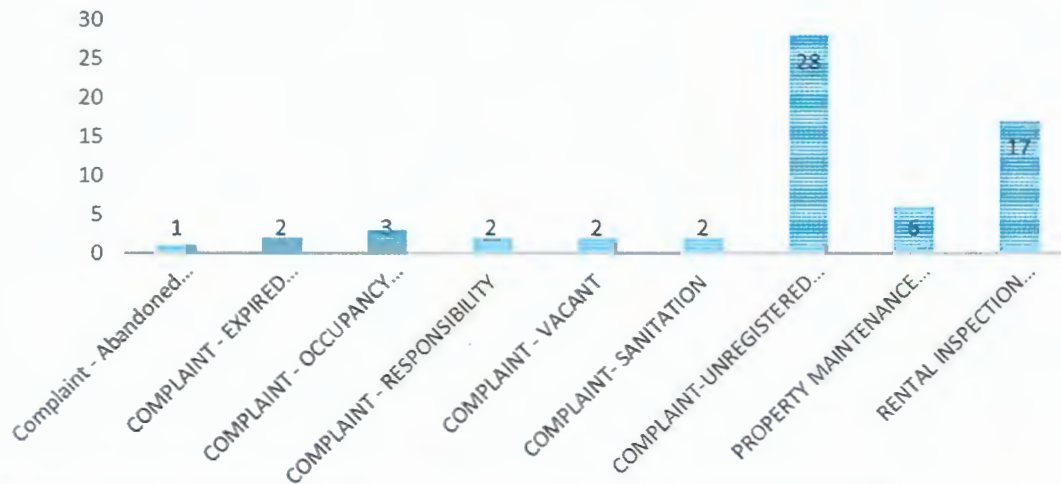
Presented by: Mark Holland, Deputy Mayor & Patrick Brzozowski, Code Enforcement Manager.



# SK PONTIAC ENFORCEMENT HISTORY

Tickets issued per category

**'SK' PROPERTIES, # OF TICKETS  
ISSUED BY CATEGORY OF VIOLATION**



To date, 'SK' properties has accumulated \$15,000.00 of outstanding, unpaid, Blight Tickets. The City has been working to ensure compliance with 'SK' properties across a variety of enforcement categories, the chart below summarizes the amount of outstanding Blight

In total, we have filed 365 enforcements against this property owner, 155 have been resolved, 97 tickets have been issued, and 61 remain open. Attached within you will find the enforcement, blight tickets issued, and property ownership reports.

## Property Details

Property Address' Maynard CT 1-21 (Odd #)  
Parcel ID's: 64-14-28-181-001/002/003/004,  
64-14-28-251-001/002/003/004/005/006/007/008

- Over \$6,400 worth of blight fees attached to the 16 units
- Owner has not showed up to any of the blight court hearings
- Owner has not paid any of the blight fees
- 16 Units (currently occupied)

# MAYNARD COURT APT.





# INITIAL RESPONSES

- August of 2020 Code Enforcement reached out to various departments illustrating the issues at Maynard Court – Oakland County Health Division, Water Resource Commission, Building & Safety Department, DPW, Sheriff's Department, and the Executive Department
- 16 Blight Tickets were issued for Unregistered Rental (August 2020)
- A section of the exterior plumbing was complied by the building department in August of 2020

## RECENT RESPONSES

The City has had active involvement in working to clean this property, and to ensure safer living conditions. To summarize, the property has been in violation numerous times for exterior sanitation, unregistered rental, and improper discharge of sewage. We have worked to correct these violations in the past, however, the issues involving the property continue to re-occur. On Monday, October 11, 2021, the City was made aware of exterior sanitation violations, with the help of local volunteers, Councilmembers, DPW, and Code Enforcement staff, the sanitation issues were addressed. On 10/14/2021 there is a scheduled HAZMAT crew to remediate the sewage discharge issue.



# BEFORE





# AFTER



# GOING FORWARD

Next Steps. In the interest of ensuring safe housing within the City, we will be conducting a meeting with 'SK' ownership, City Attorney, and management representatives to outline requirements and mandate compliance with our Ordinances. The process has already started in terms of consulting with our legal team, and will continue until a resolution has been determined.



QUESTIONS?



**#3**

# **DISCUSSION**

**#4**

# **RESOLUTION**



## **Pontiac Medical Marihuana Commission Rules and Regulations**

All meetings of the Medical Marihuana Commission ("Commission") will be held in compliance with all applicable statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules and regulations.

### **Commission Membership Requirements**

Members of the Commission shall be residents of the City of Pontiac and shall serve without pay.

### **Commission Powers and Duties**

The Commission shall review and decide all appeals that are forwarded to it by the City Clerk pursuant to Ordinance 2357(B). The Commission shall review all appeals de novo. The Commission may 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.

### **Meeting Schedule**

The Committee shall post a meeting notice in a manner consistent with applicable law subsequent to receiving an appeal forwarded to it by the City Clerk pursuant to City Ordinance 2357(B). Due to the timing irregularity of the receipt of appeals, the Commission may not schedule Regular Meetings as set forth in the Michigan Open Meetings Act, Michigan Public Act 267 of 1976, at MCL 15.265. If the Commission does adopt a regular meeting schedule, it shall be posted in a manner consistent with MCL 15.265.

### **Minutes of meetings**

Minutes of all meetings of the Commission shall be kept in a manner consistent with applicable law. A copy of the minutes of meetings shall be available for public inspection at the City Clerk's Office during regular business hours.

### **Conduct of meetings**

All meetings of the Commission shall be open to the public except as permitted by applicable law. All open meetings shall be open to the media, 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.

**Commission meeting agenda**

Meeting agendas will be as follows

1. Call to order
2. Pledge of Allegiance
3. Roll Call
4. Amendments to and approve of the agenda
5. Approval of the Minutes (As needed)
6. Agenda Items
7. Public Comment (3 Minute Limit)
8. Adjournment

**Quorum**

A majority of the Commission shall constitute a quorum for the review of appeals.

**Chairperson and Vice Chairperson**

At its first meeting, the Commission shall select, by majority vote, a Chairperson and Vice Chairperson.

**Presiding Officer**

The Presiding Officer shall be responsible for enforcing these Rules and Regulations and for enforcing orderly conduct at meetings. The Chairperson shall be the Presiding Officer. If the Chairperson is absent, the Vice Chairperson shall act as the Presiding Officer. In the event of a resignation or other permanent absence of the Chairperson or Vice Chairperson position, it shall be filled by nomination and majority vote of the Commission members serving.

**Disorderly conduct**

The Presiding Officer 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 Presiding Officer determines the person is in order.

**Closed sessions**

Closed sessions may be held only for the reasons consistent with applicable law, as determined by the City Attorney.

**Calling closed sessions**

The Commission by a two-thirds roll call vote may call a closed session subject to the conditions herein. 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 at the closed session. These minutes will be retained by the City Clerk and shall not be available to the public.

## **Discussion and voting**

### **Rules of parliamentary procedure**

The rules of parliamentary practice, as contained in the 11th edition of Robert's Rules of Order, 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 Presiding Officer shall preserve order and decorum and may speak to points of order in preference to other members. If a point of order is given it should not exceed two (2) minutes.

### **Conduct of discussion**

During the council discussion and debate, no member shall speak until recognized for that purpose by the Presiding Officer. After such recognition, the member 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 member. Speakers should address their remarks to the chair, maintain a courteous tone and avoid interjecting a personal note into debate.

### **Public comment**

Each meeting agenda shall provide reserved time for public comment participation. During public comment, each individual shall be limited to three (3) minutes, and shall not engage in conduct or language that disrupts, makes fun of, or otherwise impedes the orderly conduct of the 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, or any other acts that disturb, disrupt, or impede, or otherwise interfere with the orderly conduct of the meeting.

### **Suspension of rules**

The rules of the Commission 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 applicable law.

**#5**

**COMMUNICATION  
FROM THE CITY  
CLERK**

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

SHEILA GRANDISON  
*Deputy City Clerk*



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

## MEMORANDUM

TO: Honorable City Council

FR: Garland Doyle, M.P.A.  
Interim City Clerk

DA: October 14, 2021,

RE: Medical Marihuana Commission Violation of the Open Meetings Act

As a result of a FOIA the City received from Mr. Charles Blackwell requesting emails from the Mayor about the Medical Marihuana Commission, the Clerk's Office has discovered that Mayor Waterman and the Medical Marihuana Commission violated the Open Meetings Act.

In the correspondences attached, the Mayor appointed Mr. Graham Cassano to the Commission on May 6, 2021. Mayor Waterman subsequently scheduled an orientation for Mr. Cassano on May 11, 2021. The orientation meeting was a violation of the Open Meetings Act. Ordinance 2537 (B) Section 6 (c) requires "*all meetings of the commission shall be held in conformance with the open meetings act, Act. No. 267 of the Public Act of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws.*".

Additionally, I provided this honorable body with a memorandum on July 22, 2021 stating that adoption of the Medical Marihuana Commission rules and regulations prior to the Medical Marihuana Commission Approval violates Ordinance 2357 (B). I have attached a copy of the memorandum.

## Garland Doyle

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**From:** Mary Castro  
**Sent:** Thursday, October 14, 2021 12:12 PM  
**To:** Garland Doyle  
**Subject:** FW: Pontiac Violation of FOIA ACT  
**Attachments:** Response to FOIA Request - Charles Blackwell.pdf

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**From:** FOIA  
**Sent:** Tuesday, October 12, 2021 9:01 AM  
**To:** 'Charles Blackwell' <cblack618@gmail.com>  
**Cc:** Garland Doyle <gdoyle@pontiac.mi.us>; Sheila Grandison <SGrandison@pontiac.mi.us>  
**Subject:** FW: Pontiac Violation of FOIA ACT

Good Morning Charles,

Here within this email is an attachment pertaining to your most recent FOIA Request. Please review the attached file at your earliest convenience. Thank you.

Sincerely,



**Mary Castro**  
Election Specialist

Main: 248.758.3008 | Office: 248.758.3200 | Fax: 248.758.3160  
e: [foia@pontiac.mi.us](mailto:foia@pontiac.mi.us) | [www.pontiac.mi.us](http://www.pontiac.mi.us)  
47450 Woodward Avenue | Pontiac, MI 48342

Click on a logo below for City of Pontiac City Clerk's updates via Social Media:



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**From:** Charles Blackwell <cblack618@gmail.com>  
**Sent:** Tuesday, October 12, 2021 8:09 AM  
**To:** Anthony Chubb <achubb@gmhlaw.com>; John Clark <jclark@gmhlaw.com>; Garland Doyle <GDoyle@pontiac.mi.us>; Darin Carrington <DCarrington@pontiac.mi.us>; Mayor Deirdre Waterman <DWaterman@pontiac.mi.us>; Monique Sharpe <MSharpe@pontiac.mi.us>; Sheila Grandison <SGrandison@pontiac.mi.us>; Mary Castro <MCastro@pontiac.mi.us>; Jonathan H. Starks <JStarks@pontiac.mi.us>  
**Subject:** Re: Pontiac Violation of FOIA ACT

**WARNING:** This email originated from **outside** of City of Pontiac. **DO NOT click on any links or open any attachments** unless you recognize the sender and are expecting the message.

The City of Pontiac has not responded to my FOIA request.



On Mon, Oct 11, 2021 at 8:57 AM Charles Blackwell <cblack618@gmail.com> wrote:

The City of Pontiac failed to respond to my FOIA request on Friday

September 24, 2021

Charles Blackwell  
2220 Collingwood  
Detroit, MI 48206

Re: 10-Day Extension to respond to your FOIA Request.

Dear Mr. Blackwell:

Please be advised that your FOIA request received by the City of Pontiac on September 20, 2021 regarding emails sent and received by Mayor Waterman with applicants or potential applicants about being appointed to the Medical Marijuana Commission will require extra time to search for and respond to your request.

Pursuant to MCL 15.235 (2)(d), we are requesting to extend and respond to your request. Accordingly, the City of Pontiac will respond to your request on or before October 8, 2021. Please contact our office if you have any questions.

Sincerely,

Sheila Grandison, CMC  
Deputy City Clerk



**DR. DEIRDRE WATERMAN  
MAYOR  
CITY OF PONTIAC**

May 6, 2021

Dear Mr. Graham Cassano:

I am delighted that you have accepted my nomination for your appointment as a Medical Marijuana Commissioner. Your appointment will be for a three (3) year term.

From your leadership background and previous services to the city, you will bring a much needed perspective to the application review process. For your information there are documents attached to this email including:

- Medical Marijuana Rules
- Medical Marijuana Ordinance

To prepare you for being sworn in for the role of Medical Marijuana Commissioner, we have arranged an Orientation Session. Please select either of the following dates and times:

- Tuesday, May 11, 2021 | 2:00 PM
- Thursday, May 13, 2021 | 5:00 PM

Please contact Tamara Veasy at 248-758-3323 or via email at: [tveasy@pontiac.mi.us](mailto:tveasy@pontiac.mi.us), for questions or to choose the date that best fits your schedule. Upon receiving confirmation of your availability, a meeting zoom link will be sent via email.

I am appreciative that you are willing to share your time and experience for this important position for the city. Thank you for your willingness to serve the City of Pontiac.

Sincerely,

A handwritten signature of Deirdre Waterman in cursive script.

Mayor Deirdre Waterman

47450 Woodward Avenue • Pontiac, Michigan 48342  
Direct: (248) 758-3181 • Appointments: (248) 758-3326 • Fax: (248) 758-3292  
E-mail: [DWaterman@pontiac.mi.us](mailto:DWaterman@pontiac.mi.us) • [www.pontiac.mi.us](http://www.pontiac.mi.us)  
<https://www.facebook.com/pontiacmayor/>

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**From:** Tamura Veasy  
**Sent:** Tuesday, May 11, 2021 12:31 PM  
**To:** Graham Cassano  
**Cc:** Mayor Deirdre Waterman; Maroofa Peter  
**Subject:** RE: Commission Appointment...  
**Attachments:** Medical Marihuana Commission Rules and Regulations.pdf

Mr. Cassano,

Please see the link to this afternoon's Medical Marijuana meeting below. I have also attached the Medical Marihuana Commission Rules and Regulations for your review.

Tamura Veasy is inviting you to a scheduled Zoom meeting.

**Topic:** Medical Marihuana Meeting  
**Time:** May 11, 2021 02:00 PM Eastern Time (US and Canada)

**Join Zoom Meeting**  
<https://us02web.zoom.us/j/85494163080?pwd=ZTRaR0FPcWJ1czl5SzdZy9FMFV0dz09>

**Meeting ID:** 854 9416 3080  
**Passcode:** 746414  
**One tap mobile**  
+16699006833,,85494163080#,,, \*746414# US (San Jose)  
+12532158782,,85494163080#,,, \*746414# US (Tacoma)

**Dial by your location**  
+1 669 900 6833 US (San Jose)  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)  
+1 301 715 8592 US (Washington DC)  
+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)  
**Meeting ID:** 854 9416 3080  
**Passcode:** 746414  
**Find your local number:** <https://us02web.zoom.us/j/ky6lgskRb>

**From:** Graham Cassano [mailto:[cassano@oakland.edu](mailto:cassano@oakland.edu)]  
**Sent:** Tuesday, May 11, 2021 9:43 AM  
**To:** Tamura Veasy <[tveasy@pontiac.mi.us](mailto:tveasy@pontiac.mi.us)>  
**Subject:** Re: Commission Appointment...

**WARNING:** This email originated from outside of City of Pontiac. DO NOT click on any links or open any attachments unless you recognize the sender and are expecting the message.

Hi--

My home address is: . My phone number is: . I have not yet received the link for the zoom meeting. Let me know when you are able to send it.

Thanks,  
Graham

On Mon, May 10, 2021 at 1:03 PM Tamura Veasy <[tveasy@pontiac.mi.us](mailto:tveasy@pontiac.mi.us)> wrote:

Perfect! I will send the meeting link shortly. Mr. Cassano, can you also provide your contact information ( mailing address and phone number)?

---

From: Graham Cassano [mailto:[cassano@oakland.edu](mailto:cassano@oakland.edu)]  
Sent: Monday, May 10, 2021 1:01 PM  
To: Tamura Veasy <[tveasy@pontiac.mi.us](mailto:tveasy@pontiac.mi.us)>  
Subject: Re: Commission Appointment...

**WARNING: This email originated from outside of City of Pontiac. DO NOT click on any links or open any attachments unless you recognize the sender and are expecting the message.**

Hi Tamura,

I am available tomorrow (Tuesday) for my orientation. Please send me a link at your earliest convenience.

Thank you,

Graham

On Fri, May 7, 2021 at 7:24 PM Tamura Veasy <[tveasy@pontiac.mi.us](mailto:tveasy@pontiac.mi.us)> wrote:

*Sent on Behalf of Mayor Deirdre Waterman...*

**\*\*Please note the Medical Marihuana Commission Rules will follow in a separate email. \*\***

**From:** Tamura Veasy  
**Sent:** Friday, May 14, 2021 5:34 PM  
**To:** Mayor Deirdre Waterman  
**Cc:** Maroofa Peter  
**Subject:** FW: Messages/Requested Items  
**Attachments:** Senior Zoom 5/5/2021; Draft Letter of Support for Pike Street Properties on Mayor Waterman Letterhead - 29 and 46 N Saginaw Street projects; TDC - Pontiac Graduation Program - Monday May 17; Fwd: HE Schoarship - Teresa Perez; Meeting Announcement .pdf; Rev. Newsletter - City of Pontiac - April 2021.pdf; Retiree Mailing Attachments (1) ; NEWS RELEASE - GSA Closing (gibb3.12.21).docx; Medical Marihuana Commission Rules and Regulations.pdf; Commission Appointment Joanne Green

RECEIVED  
OCT 11 2021 @ 4:39 PM  
BT: JMW.....

Attachments added....

1. Phoenix Center Press Release
2. Medical Marihuana Rules and Regulations
3. Copy of email sent to Commissioner Green (Includes letter, Ordinance)

Thank you

Tamura Veasy

**From:** Tamura Veasy  
**Sent:** Wednesday, May 12, 2021 9:53 PM  
**To:** Mayor Deirdre Waterman (DWaterman@pontiac.mi.us) <DWaterman@pontiac.mi.us>  
**Cc:** Maroofa Peter <MPeter@pontiac.mi.us>  
**Subject:** Messages/Requested Items

Mayor,

Attached are the following requested items:

1. Senior Center Zoom Meeting Invite
2. Letter of Support for Mr. Loren Guzik of Pike Street Properties, Inc. (Received from Linnette). Waiting for your approval before placing on the your letterhead.
3. Vince DeLeonardis invite to Monday's graduation for Auch's apprenticeship program (TDC-Pontiac Graduation)
4. Linda Zabik message regarding the Fran Anderson Scholarship
5. Medical Marihuana Meeting Announcement
6. Latest Newsletter
7. Retiree Attachments

Items forth coming...

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

SHEILA GRANDISON  
*Deputy City Clerk*



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

## MEMORANDUM

TO: Honorable City Council

FR: Garland Doyle, M.P.A.  
Interim City Clerk

DA: July 22, 2021,

RE: Adoption of Medical Marihuana Commission Rules and Regulations Prior to the Medical Marihuana Commission Approval violates Ordinance 2357(B)

According to Ordinance 2357(B) City of Pontiac Medical Marihuana Facilities Ordinance Section 6

- (a) "The medical marihuana commission shall adopt such rules and regulations as it deems necessary to govern its proceedings and deliberations."
- (b) "The rules and regulations adopted by the medical marihuana commission shall be subject to approval by the council."

**If the City Council approves the rules and regulations prior to the medical marihuana commission adopting them would be a violation of Ordinance 2357(B).**

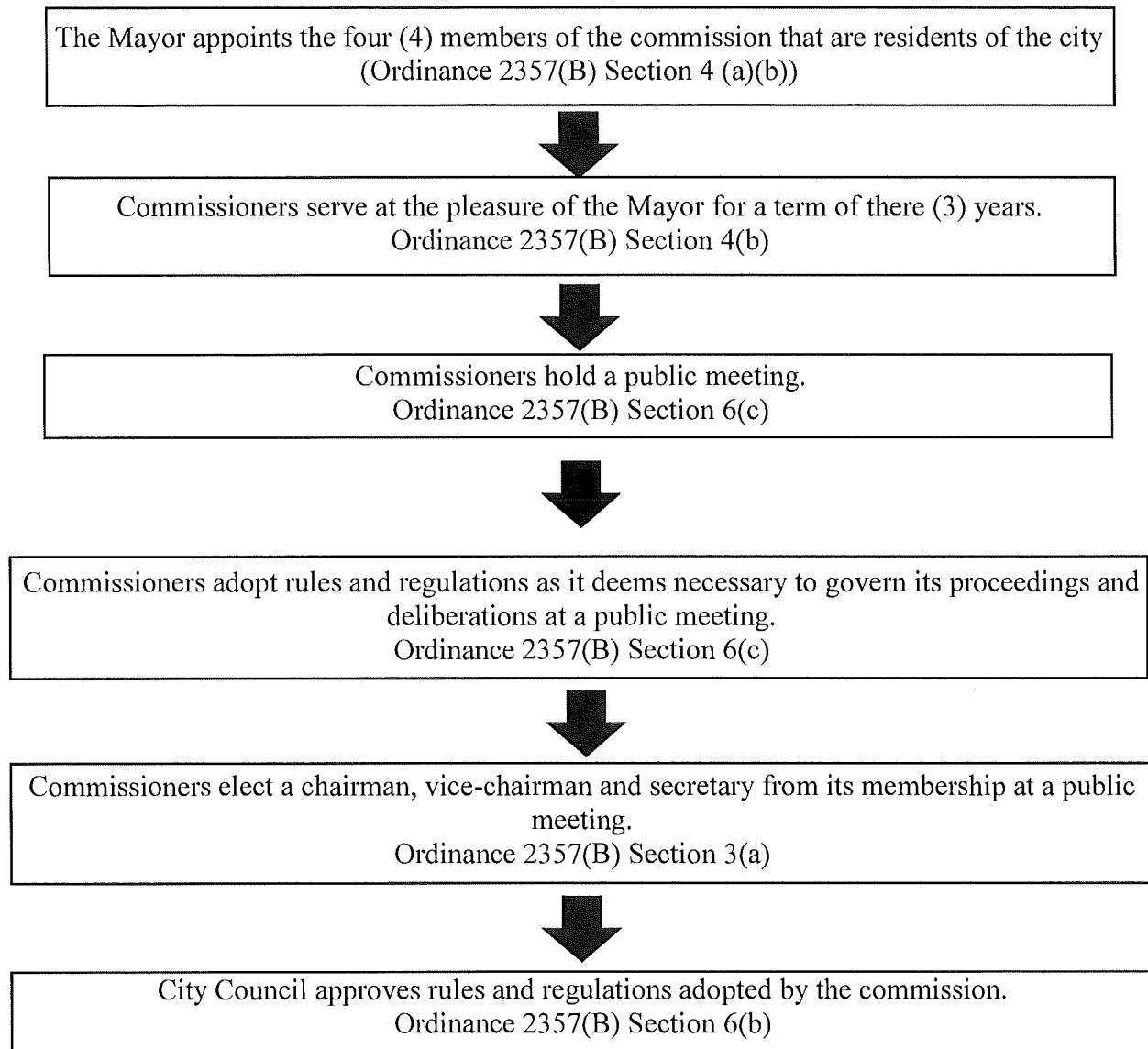
Furthermore, the Ordinance 2357(B) Section 6(c) states the following

- (c) "The commission shall maintain a written record of its proceedings and actions which shall be available for public inspection, showing the action of the commission and the vote of each member upon each question considered. All meetings of the commission shall be held in conformance with the open meetings act, Act. No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws."

**If the commission is required to conduct its business in public, then how can rules be established before the commission has a meeting and commissioners are named.**

Mayor Waterman has not revealed the names of the four (4) commissioners.

**Medical Marihuana Commission Rules and Regulations Approval  
Process according to Ordinance 2357(B)**



**Council cannot approve rules prior to the commission developing and approving them. This would be a violation of the ordinance. If the process is not followed, decisions of the Commission may be invalid.**

### City Clerk's comments on rules developed by the City Attorney

Although Ordinance 2357(B) is clear that the Commission must develop its rules, there are three major problems with the City Attorney proposed rules.

1. The rules make no reference to the secretary position as required by Ordinance 2357(B) section
2. Closed Session  
The City Attorney proposed rules state that closed sessions may be held only for the reasons consistent with applicable law, as determined by the City Attorney.

The Open Meeting Act 15.268 Sec. 8 states the permissible purposes of closed sessions.

15.268 Closed sessions; permissible purposes.

Sec. 8 a public body may meet in a closed session only for the following purposes:

- |                |   |   |
|----------------|---|---|
| Not Applicable | ⇒ | (a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions. |
| Not Applicable | ⇒ | (b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian request a closed hearing.   |
| Not Applicable | ⇒ | (c) For strategy and negotiating sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.  |
| Not Applicable | ⇒ | (d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property obtained.   |
|                |   | (e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.  |

**Since section 8(e) is the only applicable section to go into a closed session, than that should be stated in the rules.**

**HAVING CLOSED SESSIONS IS WHAT GOT THE CITY OF WARREN IN TROUBLE AND LED TO NUMEROUS LAWSUITS. PONTIAC DOES NOT WANT TO MAKE WARREN'S MISTAKE.**

3. In the discussion and voting and the conduct of discussion sections of the rules, there are several references made to council when it should state commission.





## Medical Marihuana Frequently Asked Questions

**1) Who are the Medical Marihuana Commissioners?**

Mayor Waterman has appointed three of the four commissioners. They are Cristi Coles Terrell, Gladys Smith, a city employee and herself (Mayor Deirdre Waterman).

**2) Can Mayor-Elect Greimel remove Mayor Waterman from the Medical Marihuana Commission after he begins his term as Mayor in January 2022?**

Yes, section 4b of Ordinance 2357 (B) City of Pontiac Medical Marihuana Facilities Ordinance states that members of the Medical Marihuana Commission shall be appointed by the Mayor to serve at the pleasure of the Mayor for a term of three (3) years. This means the mayor (Mayor-Elect Greimel) can remove any member at anytime.

**3) When can the Medical Marihuana Commission begin to hear applicant appeals?**

Not until the Commission has a public meeting and votes to establish its rules. After the Commission establishes its rules, the City Council must approve the rules before the Commission can hear any appeals.

**4) Have any of the top 5 ranked Cesar Chavez Provisioning Center Applicants been issued a permit?**

NO. Before the Clerk can issue the top 5 ranked applicants a conditional approval, the Medical Marihuana Commission must hear the 4 applicants that did not rank in the top 5 appeals. The Cesar Chavez applicants have been waiting since June to have their appeal heard by the commission.

**5) Have any of the top 5 ranked Downtown Provisioning Center Applicants been issued a permit?**

NO. Before the Clerk can issue the top 5 ranked applicants a conditional approval, the Medical Marihuana Commission must hear the 9 applicants that did not rank in the top 5 appeals.

**6) Have any growers or processors been issued a conditional approval?**

Yes. The following growers and processors have been issued a conditional approval: Botanical Greens Inc, Family Rootz, PGSH Holdings LLC and Pharmaco Inc.

**7) Have any growers or processor been issued a permit?**

NO. The 4 growers and 2 processors that have been issued a conditional approval have not completed all the steps in the pre-permit process. When they complete all the steps the Clerk can issue a permit.

**A Fair and Transparent Process**

**#6**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

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

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

**DATE:** November 16, 2021

**RE:** **SEMCOG Planning Assistance Program Grant Agreement – Auburn Avenue Road Diet Study**

The City of Pontiac Department of Public Works, Engineering Division, applied for and was awarded a grant to conduct a feasibility study for a road diet along Auburn Avenue through the Southeast Michigan Council of Governments (SEMCOG) Planning Assistance Program.

The road diet study will investigate safety concerns along Auburn Avenue and determine the feasibility of various solutions, including recommendations in the City's Complete Streets Master Plan.

The grant award is in the amount of \$36,000, of which the City's match is \$6,534. The matching contribution will be paid from the Engineering Services account of the Major Street Fund (202-463-806.000).

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached SEMCOG agreement for Planning Assistance Program Grant for a road diet study on Auburn Avenue:

WHEREAS, The City of Pontiac has received the Planning Assistance Grant agreement from the Southeast Michigan Council of Governments (SEMCOG), and;

WHEREAS, The Department of Public Works, Engineering Division has reviewed the subject agreement, and;

WHEREAS, The City's match of \$6,534 will towards the total grant amount of \$36,000 will be paid through Engineering Services account 202-463-806.000,

NOW, THEREFORE,  
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to sign the SEMCOG agreement for Planning Assistance Program Grant for a road diet study on Auburn Avenue.

AHS

attachments

**Planning Assistance Program Award Notice: City of Pontiac**

Mayor Waterman,

Congratulations! SEMCOG's Regional Review Committee has approved your Planning Assistance Program funding for Transportation Equity and Sustainable Infrastructure for FY2022:

**City of Pontiac — Auburn Avenue Road Diet Study**

**Grant Award: \$36,000**

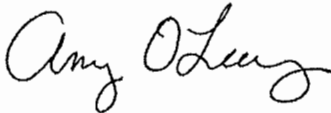
**Federal Funding: \$29,466**

**Local Match: \$6,534**

SEMCOG staff will be contacting you in the coming weeks with additional information, including grant agreement, reimbursement process, reporting, etc.

If you have any questions regarding the award, please contact Kevin Vettraino at (313) 324-3357 or [vettraino@semcog.org](mailto:vettraino@semcog.org).

Thank you and congratulations.

A handwritten signature in black ink, appearing to read "Amy O'Leary". The signature is fluid and cursive, with the first name "Amy" and last name "O'Leary" clearly distinguishable.

Amy O'Leary  
Executive Director

**PASS THROUGH AGREEMENT BETWEEN**  
**CITY OF PONTIAC AND**  
**SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of October 2021 by and between CITY OF PONTIAC (here in after, together with its assignees and successors in interest, called the "GRANT RECIPIENT") and SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS - a Michigan Regional Planning Commission; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called SEMCOG). All terms and conditions of the prime contract **2021-0009**, between SEMCOG and the Michigan Department of Transportation are incorporated in this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the prime contract, **2021-0009**, the prime contract prevails.

WITNESSETH:

WHEREAS, SEMCOG, in cooperation with MDOT, FHWA and the FTA, desires to enter into an agreement with the GRANT RECIPIENT;

NOW, THEREFORE, SEMCOG and GRANT RECIPIENT agree that:

GRANT RECIPIENT WILL:

1. GRANT SPECIFICATIONS

- a. The grant award was developed in response to SEMCOG's Planning Assistance Program and approved by the Regional Review Committee.
- b. SCOPE OF WORK: GRANT RECIPIENT shall do, perform and complete in a satisfactory manner, as determined by SEMCOG, the work described in the narrative and budget described in Section 27 of this agreement.
- c. MODIFICATIONS: Unless prior written approval of SEMCOG is obtained, the GRANT RECIPIENT may not modify or change the proposal, timeline, or budget.
- d. METRICS and DELIVERABLES: GRANT RECIPIENT is responsible for the metrics and deliverables proposed in their narrative.

2. ACCOUNTS AND RECORDS

- a. GRANT RECIPIENT will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. GRANT RECIPIENT will maintain the RECORDS for at least three (3) years from the date of final payment made by SEMCOG under this Agreement. In the event of a dispute with regard to the

allowable expenses or any other issue under this Agreement, GRANT RECIPIENT will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. SEMCOG and MDOT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, GRANT RECIPIENT will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

### 3. AUDIT OF ACCOUNTS AND RECORDS

- a. The GRANT RECIPIENT will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.
- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.
- c. Audit and Inspection. The GRANT RECIPIENT will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.
  - i. Grant recipients expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
  - ii. Grant recipients expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s).
  - iii. Grant recipients must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.
  - iv. Grant recipients will also comply with applicable state laws and regulations relative to audit requirements.

- v. Grant recipients will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
  - vi. All grant recipients are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- d. The provisions set forth in subsections (a), (b), and (c) above will be included in all contracts and subcontracts relating to this Agreement.

#### 4. BILLINGS AND PROGRESS REPORTS

Submit monthly billing and progress reports to SEMCOG on work accomplished based on the approved grant award narrative and budget. Progress reports will be in a form and manner acceptable to SEMCOG. A billing and progress report will be submitted not later than fifteen (15) days after the end of each billing period.

GRANT RECIPIENT agrees that the costs reported to SEMCOG for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. GRANT RECIPIENT also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

#### 5. FINAL REPORT

Submit a final performance report covering the grant award accomplishments not later than ninety (90) days following the end of the grant award time period.

#### 6. INDEMNIFY AND SAVE HARMLESS

In addition to the protection afforded by any policy of insurance, GRANT RECIPIENT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, FHWA, FTA, SEMCOG, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms or corporations for labor, services, materials, or supplies provided to GRANT RECIPIENT in connection with GRANT RECIPIENT performance under this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage or degradation, response and clean-up costs, and for attorney fees and related costs arising out of, under, or by reasons of GRANT RECIPIENT performance under this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees; and
- c. Against all claims, suites, costs, damages, and expenses that the State of Michigan, the Michigan State Transportation Commission, MDOT, SEMCOG, FHWA, and/or the FTA may sustain by reason of any scandalous, libelous or unlawful matter obtained or alleged to be obtained in the work, or any infringement or violation by the work of any copyright or property right.

SEMCOG will not be subject to any obligations or liabilities by contractors of GRANT RECIPIENT or its GRANT RECIPIENTS or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that GRANT RECIPIENT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, SEMCOG, MDOT, the Michigan State Transportation Commission, FHWA, and/or the FTA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, MDOT, SEMCOG, the Michigan State Transportation Commission, FHWA, and/or the FTA a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

GRANT RECIPIENT will provide, at grant award cost, public liability, property damage, and workers' compensation insurance, insuring as they may appear all claims that may arise out of the GRANT RECIPIENT operations under this Agreement.

#### 7. APPRAISAL OF GRANT AWARD

Through the SEMCOG staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the narrative and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each portion of the narrative that, in total or in part, are financed with funds from FHWA, or the FTA.

#### 8. STAFF REPRESENTATIVE

Provide a SEMCOG staff representative to assist or otherwise advise GRANT RECIPIENT in the performance of its transportation planning responsibilities as provided herein.

#### 9. DOCUMENT APPROVAL

Develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

#### 10. REIMBURSABLE COSTS

Reimburse GRANT RECIPIENT for costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of OMB Circular A-87. Reimbursements will be based on actual costs.

#### 11. REIMBURSEMENT TO GRANT RECIPIENT FOR COSTS INCURRED

SEMCOG hereby agrees that payment to the GRANT RECIPIENT shall be made within (10) days of the receipt of payment from the State of Michigan.



## 12. AUDIT

In the event that an audit performed by or on behalf of SEMCOG indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, SEMCOG will promptly submit to GRANT RECIPIENT a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to GRANT RECIPIENT at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, GRANT RECIPIENT will (a) respond in writing to SEMCOG indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT and SEMCOG a written explanation as to any questioned or no opinion expressed item of expense hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, GRANT RECIPIENT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by SEMCOG and MDOT. The RESPONSE will refer to and apply the language of the Agreement. GRANT RECIPIENT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes SEMCOG and MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT and SEMCOG will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If SEMCOG determines that an overpayment has been made to GRANT RECIPIENT, GRANT RECIPIENT will repay that amount to SEMCOG or reach agreement with SEMCOG on a repayment schedule within thirty (30) days after the date of an invoice. If GRANT RECIPIENT fails to repay the overpayment or reach agreement with SEMCOG on a repayment schedule within the thirty (30) day period, GRANT RECIPIENT agrees that SEMCOG will deduct all or a portion of the overpayment from any funds then or thereafter payable by SEMCOG, to GRANT RECIPIENT under this Agreement or any other agreement or payable to GRANT RECIPIENT under the terms of 1951 PA, as applicable. Interest will be assessed on any partial payments or repayments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by SEMCOG and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. GRANT RECIPIENT expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest SEMCOG's decision only as to any item of expense the disallowance of which was disputed by GRANT RECIPIENT in a timely filed RESPONSE.

## 13. PROMPT PAYMENT

GRANT RECIPIENT agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment GRANT RECIPIENT receives from SEMCOG. This requirement is also applicable to all sub-tier GRANT RECIPIENTS and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a GRANT RECIPIENT against the SEMCOG or

MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE GRANT RECIPIENTS.

GRANT RECIPIENT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE GRANT RECIPIENT payments to MDOT semi-annually in the format set forth in Appendix D, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to MDOT.

#### 14. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by FHWA or FTA. No obligations for such costs not reimbursable by FHWA or FTA will be knowingly entered into and billed to SEMCOG for reimbursement. Incurred costs that are not reimbursable by FHWA or FTA will be the sole responsibility of the GRANT RECIPIENT.

#### 15. FEDERAL LAWS AND REGULATIONS

All applicable federal, state, and local laws, regulations, and ordinances are incorporated into and made a part of this Agreement, and the parties will comply therewith.

#### 16. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

GRANT RECIPIENT will comply with and will require any contractor or GRANT RECIPIENT to comply with the following:

- a. In connection with the performance of the Agreement, GRANT RECIPIENT (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated March 2010, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- b. During the performance of this Agreement, GRANT RECIPIENT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated March 2010, attached hereto and made a part hereof.
- c. GRANT RECIPIENT will carry out the applicable requirements of the MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, with respect to the UWP, said UWP allowing GRANT RECIPIENT to operate under the provisions of its own MDOT-approved DBE program.
- d. GRANT RECIPIENT will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low income populations.

- e. GRANT RECIPIENT further certifies that it agrees to use the E-Verify system to verify that all persons hired during the contract term by the Contractor are legally present and authorized to work in the United States.

#### 17. REPORT LANGUAGE

All reports published by GRANT RECIPIENT will contain the following statement in the credit line if MDOT or FHWA or FTA does not subscribe to the findings:

*"The contents of this \_\_\_\_\_ (report) reflect the view of \_\_\_\_\_ (the author), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of \_\_\_\_\_ (the name of nonconcurring party.) This \_\_\_\_\_ (reports) does not constitute a standard, specification, or regulation."*

#### 18. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in GRANT RECIPIENT with full rights of free access and use thereto guaranteed to SEMCOG, MDOT, FHWA and FTA, and/or all other participating agencies.

#### 19. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of GRANT RECIPIENT. GRANT RECIPIENT will obtain the written approval of the MDOT prior to submitting applications in the name of GRANT RECIPIENT for copyrights or patents on any papers, reports, forms, or other materials that are a part of the GRANT RECIPIENT work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by GRANT RECIPIENT with respect to this Agreement. SEMCOG, MDOT, and FHWA and/or FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

#### 20. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*, GRANT RECIPIENT, in performance of this Agreement, will not enter into a contract with a GRANT RECIPIENT, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of GRANT RECIPIENT or the name of a GRANT RECIPIENT, manufacturer, or supplier utilized by GRANT RECIPIENT in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

#### 21. INDIVIDUALS WITH DISABILITIES

GRANT RECIPIENT agrees that not otherwise qualified individuals with disabilities in the United States, as defined in Section 1630.2 of the Americans with Disabilities Act, Title 42, USC 12101, will,

solely by reason of their disabilities, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

## 22. CERTIFICATION

GRANT RECIPIENT signature on this Agreement constitutes GRANT RECIPIENT certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to GRANT RECIPIENT (referred to in Appendix A as "the prospective primary participant").

GRANT RECIPIENT is responsible for obtaining the same certification from all GRANT RECIPIENTS under this Agreement by inserting the following paragraph in all subcontracts:

*"The GRANT RECIPIENT's signature on this Agreement constitutes the GRANT RECIPIENT's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29."*

This certification is required of all GRANT RECIPIENTS, testing laboratories, and other lower tier participants with which GRANT RECIPIENT enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

## 23. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by SEMCOG and MDOT will not be construed as a warranty or assumption of liability on the part of SEMCOG and MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of SEMCOG and MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the UWP under this Agreement.

Any such approvals, acceptances, reviews, and inspections by SEMCOG and MDOT will not relieve GRANT RECIPIENT of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by SEMCOG and MDOT to be construed as a warranty as to the propriety of GRANT RECIPIENT performance but are undertaken for the sole use and information of SEMCOG and MDOT.

## 24. TERMINATION

SEMCOG may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed in accordance with the following:

### a. Termination for Convenience:

If SEMCOG terminates this Agreement for convenience, SEMCOG will give GRANT RECIPIENT written notice of such termination thirty (30) days prior to the date of such

termination, and GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of services exceed the amount GRANT RECIPIENT would have received had the services been completed.

b. Termination for Cause:

In the event GRANT RECIPIENT fails to complete any of the services in a manner satisfactory to SEMCOG, SEMCOG may terminate this Agreement. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed as follows:

GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished based upon the grant award narrative and budget up to receipt of the notice of termination. SEMCOG may pay a proportional share for a partially completed work product. The value of such partially completed work product will be determined by SEMCOG based on actual cost incurred up to the estimated value of the work product received by SEMCOG, as determined by SEMCOG. Such actual costs will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of the services exceed the amount GRANT RECIPIENT would have received had the services been completed.

In the event that termination by SEMCOG is necessitated by any wrongful breach, failure, default, or omission by GRANT RECIPIENT, SEMCOG will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to GRANT RECIPIENT under this Agreement, as well as any other existing or future contracts or agreements between GRANT RECIPIENT and SEMCOG, for any and all damages and costs incurred or sustained by SEMCOG as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the GRANT RECIPIENT. In the event of termination of this Agreement, SEMCOG may procure the professional services from other sources and hold GRANT RECIPIENT responsible for any damages or excess costs occasioned thereby.

## 25. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement, GRANT RECIPIENT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT and SEMCOG due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan.

GRANT RECIPIENT shall require any GRANT RECIPIENTS to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan MDOT and SEMCOG with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to SEMCOG under this Agreement due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan as a third-party beneficiary.

GRANT RECIPIENT shall notify MDOT and SEMCOG if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to MDOT and SEMCOG under this Agreement may have occurred or is threatened to occur. GRANT RECIPIENT shall also notify MDOT and SEMCOG if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement.

## 26. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from 10/01/21 through 9/30/22 for an amount not to exceed \$36,000 as budgeted in the 2021-2022 Unified Work Program. Reimbursements will be based on actual costs.

Pass-Through Grant Recipient Information:

	Total Funds	Federal Funds	Local Match
FHWA PL 112 Funds CFDA #20.205	\$36,000	\$29,466	\$6,534

Federal Award: October 1, 2021

Federal Award Identification Number (FAIN):

SEMCOG Grant: Consolidated Planning Grant (CPG22)

SEMCOG Project: Local & Public Capacity Billing (22314)

This agreement hereby certifies and guarantees that the local match of **\$6,534** for the Transportation Equity and Sustainable Infrastructure Grant award of **\$36,000** from the SEMCOG Planning Assistance Program, which is funded in the 2021-2022 Unified Work Program for Southeast Michigan, has been properly appropriated and provided by **CITY OF PONTIAC**.

The funds herein provided shall be utilized for transportation planning activities carried out by the hereinafter-named authority in accordance with the 2021-2022 Unified Work Program. These are not R&D funds.

## 27. NARRATIVE AND BUDGET

Grant Recipient: **City of Pontiac**

Project Name: **Auburn Avenue Road Diet Study**

### Narrative

Under this project, the City of Pontiac will conduct a road diet study to determine the feasibility of implementing a road diet on Auburn Avenue in the City of Pontiac. The primary goal of this study is to understand the feasibility of returning underutilized vehicular right-of-way to non-motorized modes of transportation and improve safety for all road users. Through a consultant, the road diet study will include a kick-off meeting and findings meeting will be used to review crash data and develop recommendations. Field visits will be performed as part of the study based on project need.

**Budget**

Road Diet Study – Auburn Ave and Woodward Ave	\$6,000
Road Diet Study – Auburn Ave and Hill St	\$6,000
Road Diet Study – Auburn Ave and Paddock St	\$6,000
Road Diet Study – Auburn Ave and Sanford St	\$6,000
Road Diet Study – Auburn Ave and Dr. Martin Luther King Jr. Blvd.	\$6,000
Road Diet Study – Auburn Ave and Opdyke Rd	\$6,000
<b>TOTAL</b>	<b>\$36,000</b>

**28. AWARD**

The Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of GRANT RECIPIENT and SEMCOG and upon adoption of a resolution approving said Agreement and authorizing the signature(s) thereto of the respective representative(s) of GRANT RECIPIENT, a certified copy of which resolution will be sent to SEMCOG with this Agreement, as applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be awarded.

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Executive Director

**CITY OF PONTIAC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Identifier (DUNS#) \_\_\_\_\_

APPENDIX A  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

The Michigan Department of Transportation has a responsibility to ensure that contractors comply with federal contracting requirements, including equal opportunity requirements, and to assist in and cooperate with Federal Highway Administration (FHWA) programs to ensure that equal opportunity is afforded to all. In connection with the performance of work under this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract.

In accordance with Public act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

Furthermore, on any federally-assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D—Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation --Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964 (Title VII), Public Act 220 of 1976, and Public Act 453 of 1976.

2. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employments; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
4. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
5. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.



6. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each GRANT RECIPIENT, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
7. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
8. The contractor agrees to cooperate with the Department's Project Manager or designee and the Department's Equal Employment Opportunity Officer to resolve any complaints brought against the contractor or any GRANT RECIPIENT on any federally assisted project or program by an employee, applicant for employment, or employee of the Department, regardless of whether or not the employee is employed by the contractor, GRANT RECIPIENT, or the Department, or is an applicant for employment, alleging prohibited discrimination. Prohibited discrimination includes, but is not limited to, sexual harassment, racial discrimination, and other protected categories set forth under Title VII and Public Act 453 of 1976.
9. The contractor shall comply with 23 CFR Subpart D and Executive Order 11246, and as such, the contractor or GRANT RECIPIENT shall conduct a prompt, thorough, and fair investigation of all complaints brought forward under Title VII and Public Act 453 of 1976, in cooperation with the Department's Equal Employment Opportunity Officer.
10. The contractor shall provide a written report detailing the findings of the investigation to the Department's Project Manager and Equal Employment Opportunity Officer when the complaint made against the contractor is by a Department employee or by an applicant for employment. The Department's Equal Employment Opportunity Officer shall review the report for compliance with 23 CFR Subpart D. It is the Department's intent to correct any current acts and prevent any future acts of discrimination arising out of a Title VII or Public Act 453 of 1976 complaint. Title VI complaints will be addressed through the Contractor Compliance Section in the Department's Office of Business Development.
11. The contractor shall include or incorporate by reference the provisions of all applicable covenants set forth in Sections 1 through 10 above in all subcontracts and purchase orders unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each GRANT RECIPIENT or supplier.

Application:

1. On any federally assisted contract, the contractor and GRANT RECIPIENT agree to comply with the equal employment opportunity provisions of 23 CFR Subpart D, 49 CFR Part 21, Executive Order 11246, Title VII, Public Act 220 of 1976, and Public Act 453 of 1976.
2. FHWA responsibilities under 23 CFR Part 230.405: The FHWA has the responsibility to ensure that contractors meet contractual equal opportunity requirements under Title 23 USC and to provide guidance and direction to states in the development and implementation of a program to ensure compliance with equal employment opportunity requirements.
3. FHWA Order 4710.8 clarifies that the Office of Federal Contract Compliance Programs of the Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and its implementing regulations.
4. Failure of the Department to discharge the responsibilities set forth in 23 CFR Part 230.405(b)(1) may result in the U.S. Department of Transportation taking any or all of the following actions (see 23 CFR Part 630, Subpart C, Appendix A):
  - i) canceling, terminating, or suspending the federal aid project agreement in whole or in part;
  - ii) refraining from extending any further assistance to the Department for the program under which the failure or refusal occurred until satisfactory assurance of compliance is received from the Department; and
  - iii) referring the case to the appropriate federal agency for legal proceedings.

APPENDIX B  
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows.

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

Furthermore, on any federally assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D--Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964, Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), and Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act).

2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of GRANT RECIPIENTS, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential GRANT RECIPIENT or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department of Federal Highway Administration in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the Federal Highway Administration, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a GRANT RECIPIENT or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised March 2010

APPENDIX C

Assurances that Recipients and Contractors Must Make  
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a GRANT RECIPIENT) must include the following assurance:

The contractor, subrecipient or GRANT RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**Appendix D**

**Prime Consultant Statement of DBE Sub-Consultant Payments**

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

PRIME CONSULTANT		<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED		AUTHORIZATION NO.			CONTRACT NO.	
BILLING PERIOD:				Check if Final Payment <input type="checkbox"/>		JOB NO.		
CERTIFIED DBE SUBCONSUL TANT	SERVICES WORK PERFORMED	TOTAL CONTRA CT AMOUN T	CUMULAT IVE DOLLAR VALUE OF SERVICES COMPLET ED	DEDUCTI ONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORI ZED SIGNATU RE (Final Payment Report Only)	DATE
As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate								
PRIME CONSULTANTS AUTHORIZED REPRESENTATIVE (signature)			TITLE			DATE/MDO		

COMMENTS:

**SPECIAL NOTE: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26**

INSTRUCTIONS

**PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:**

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the GRANT RECIPIENT for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

**MDOT PAYMENT ANALYST:**

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development  
PO Box 30050  
Lansing, Michigan 48909  
Questions about this form? Call Toll-free 1-866-DBE-1264



**ATTACHMENT A**  
(This is a reproduction of Appendix A of 49 CFR Part 29)  
**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters – Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them 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: violation of
  - c. 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. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - e. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

## ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND  
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.]

March 9, 1989

**#7**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Linnette Phillips, Director, Economic Development

**THROUGH:** Mayor Deirdre Waterman

**DATE:** November 16, 2021

**RE:** Resolution to Schedule Public Hearing Notice for Community Development Block Grant (CDBG) Program Year 2022

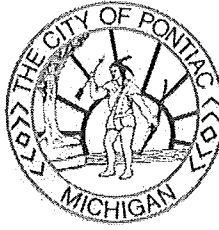
The City of Pontiac's application for the Community Development Block Grant (CDBG) Program Year 2022 will be submitted to Oakland County on December 17, 2021. A total allocation of \$798,883 is projected for the CDBG Program Year 2022. The City of Pontiac (COP) is a sub-recipient to Oakland County to administer the program. Contractors submit invoices to the COP who processes for the County to reimburse and directly pay the contractor.

Prior to the City Council voting to approve the application, a public hearing will need to be held. We are required to inform the public at least 10 days prior to the public hearing. We are requesting that your honorable body set the public hearing for Tuesday, November 30, 2021. The department of HUD requires a Public Hearing

The following projects are being considered for recommendation for

1. Child Care Services for \$75,000. Funds for services that will benefit children under age 13 years old, including parenting skills and related classes. Funds can be used for programs and services to promote and enhance early childhood education in partnership with HeadStart, STEM, STEAM and similar programs that focus on the entire child. Additional programs to support and enhance parental educational and training programs that would assist parents and involved adults in their parenting roles. Studies have proven that by providing resources to engage and assist parents result in overall success of the total child. Funds for this program would include activities and services.
2. Code Enforcement Representative for \$75,000. Funds for a Rental Enforcement Representative staff person to work both in the field and in the office to enforce rental property compliance and generate and review reports. Funds for this full time position include wages, benefits and equipment such as a laptop computer and/or smart phone with software access. Other tools and equipment may be required including valid driver's license and access to a vehicle.

3. Economic Development: Technical Assistance for for-profit Small Businesses for \$150,000. These funds are proposed to provide technical assistance to for-profit businesses, including workshops, assistance in developing business plans, marketing and referrals to lenders or technical resources. Participants in this program would follow a curriculum to prepare them or enhance their skills in managing their small business with access to subject matter experts in the areas of entrepreneurship, legal, marketing, accounting, project management and information industry specific referrals as deemed appropriate.
4. Sidewalks for \$498,883. Funds to repair sidewalks throughout the City of Pontiac.



## **CITY OF PONTIAC CITY COUNCIL**

### **RESOLUTION TO SCHEDULE PUBLIC HEARING FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ON NOVEMBER 30, 2021 FOR PROGAM YEAR 2022**

*Whereas, the City of Pontiac is submitting an application for the Community Development Block Grant; and*

*Whereas, the grant application will be submitted on December 17, 2021 to Oakland County for Program Year 2022 projects; and*

*Whereas, a Public Hearing is required with a minimum 10 notice, published by November 18, 2021 to the public; and*

*Whereas, we are requesting to hold the Public Hearing on November 30, 2021 at 6:00; and*

*Whereas, the following projects being considered:*

- 1. Child Care Services for \$75,000. Funds for services that will benefit children under age 13 years old, including parenting skills and related classes. Funds can be used for programs and services to promote and enhance early childhood education in partnership with HeadStart, STEM, STEAM and similar programs that focus on the entire child. Additional programs to support and enhance parental educational and training programs that would assist parents and involved adults in their parenting roles. Studies have proven that by providing resources to engage and assist parents result in overall success of the total child. Funds for this program would include activities and services.*
- 2. Code Enforcement Representative for \$75,000. Funds for a Rental Enforcement Representative staff person to work both in the field and in the office to enforce rental property compliance and generate and review reports. Funds for this full time position include wages, benefits and equipment such as a laptop computer and/or smart phone with software access. Other tools and equipment may be required including valid driver's license and access to a vehicle.*
- 3. Economic Development: Technical Assistance for for-profit Small Businesses for \$150,000. These funds are proposed to provide technical assistance to for-profit businesses, including workshops, assistance in*



*developing business plans, marketing and referrals to lenders or technical resources. Participants in this program would follow a curriculum to prepare them or enhance their skills in managing their small business with access to subject matter experts in the areas of entrepreneurship, legal, marketing, accounting, project management and information industry specific referrals as deemed appropriate.*

- 4. Sidewalks for \$498,883. Funds to repair sidewalks throughout the City of Pontiac.*

*Now Therefore be it Resolved, that the Pontiac City Council schedule a public hearing on the Community Development Block Grant Application for Program Year 2022 on November 30, 2021 at 6:00 PM and instruct the Interim Clerk to have a public notice published in the newspaper 10 days on or before November 18, 2021.*

# CITY OF PONTIAC



## CITY OF PONTIAC CITY COUNCIL

### NOTICE OF PUBLIC HEARING

#### **RECOMMENDING PROGRAM YEAR 2022 COMMUNITY DEVELOPMENT BLOCK GRANTS PROJECTS**

NOTICE IS HEREBY GIVEN that the City of Pontiac will hold a public hearing to recommend Community Development Block Grant (CDBG) projects for Program Year 2022. Four projects are proposed for a total of \$798,883. The recommended projects are: (1) Child Care Services for \$25,000; (2) Code Enforcement Representative for \$75,000 including salary, benefits and equipment; (3) Economic Development Technical Assistance for For-Profit Small Businesses for \$150,000; and (4) Sidewalk Repairs for \$548,883.

**Public Comment** For individuals who desire to make a public comment, please submit your name and comment in writing to [publiccomments@pontiac.mi.us](mailto:publiccomments@pontiac.mi.us) by 5:00 PM, November, 29, 2021. Additionally, you may submit your public comment in writing directly to the Office of the Interim City Clerk [gdoyle@pontiac.mi.us](mailto:gdoyle@pontiac.mi.us)

The hearing will be held on **Tuesday, November 30, 2021 at 6:00 pm at the City of Pontiac City Council Chambers at Pontiac City Hall, 47450 Woodward Avenue, 2<sup>nd</sup> Floor in Pontiac, Michigan.**

**#8**

# **RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Honorable Mayor Deirdre Waterman

**CC:** Linnette Phillips, Economic Development Director  
Michael J. Wilson, Building and Safety

**DATE:** September 21, 2021

**RE:** **Resolution to Consider Approval of VinCon, Inc. for CDBG Batch 17 Demolition Services**

---

The City of Pontiac has a sub-recipient contract with Oakland County to provide Community Development Block Grant (CDBG) projects for Program Year 2019. Within the scope of programs and projects Clearance and Demolition is one of the approved projects. To date, there is approximately \$781,099.87 in Clearance and Demolition funds.

Two Requests for Proposals were posted (see attachments – Exhibit 1) on both the City of Pontiac's website and BldNet, our procurement portal to solicit bids for both demolition and asbestos abatement. In summary, there were four (4) demolition proposals and two (2) asbestos proposals. In both cases, the sealed bids were reviewed and the lowest bidders were selected.

This resolution is requesting approval to move forward with VinCon, Inc. to provide Demolition services for CDBG Clearance and Demolition of Batch 17 properties. (see Attachment – Exhibit 2). The bid amount is \$205,666.

**Resolution On Following Page**



**RESOLUTION TO CONSIDER APPROVAL OF VINCON,  
INC. FOR CDBG BATCH 17 DEMOLITION**

*WHEREAS, the City of Pontiac is a sub-recipient to Oakland County for Community Development Block Grant (CDBG) Programs; and;*

*WHEREAS, Clearance and Demolition is one of the programs for Program Years 2018 and 2019; with a combined balance of approximately \$781,099.87 in remaining funds, available for Batch 17 properties; and;*

*WHEREAS, Requests for Proposals for both Demolition and Asbestos Abatement were posted on both the City of Pontiac (COP) website and BidNet portal for prospective bidders to bid; and*

*WHEREAS, VinCon, Inc. was the second lowest of four (4) proposals submitted, for \$205,666 for the properties; and*

*NOW THEREFORE be resolved that the City Council in solidarity with the Mayor hereby authorizes and accepts the proposal to provide Demolition services.*

*Attachments:*

- (1) VinCon, Inc. Bid Proposal including Request for Proposal*
- (2) Bid Proposal Results*

CDBG Demolition BID BATCH #17

(4 BIDS)

- \* International Construction Company  
5% Bid Bond provided  
\$175,000.00  
LOW BIDDER
- \* Bid tab  
will be  
Sent.
- \* Vin-Con Incorporated  
5% Bid Bond Provided  
\$205,666.00
- \* Adams Group  
5% Bid Bond Provided  
\$360,975.00
- \* Blue Star Inc.  
5% Bid Bond Provided  
\$326,482.00

CDBG Asbestos Abatement Bid Batch #17

(2 BIDS)

- \* Qualified Abatement Services Inc.  
5% Bid Bond Provided  
\$163,520.00
- \* Rightway Remediation LLC.  
5% Bid Bond Provided  
\$93,300.00  
LOW BIDDER



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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

**FROM:** Honorable Mayor Deirdre Waterman

**CC:** Linnette Phillips, Economic Development Director  
Michael J. Wilson, Building and Safety

**DATE:** September 21, 2021

**RE:** **Resolution to Consider Approval of Demolition Services Contract Consideration for CDBG Batch 17 Demolition Properties – Vin**

---

The City of Pontiac has a sub-recipient contract with Oakland County to provide Community Development Block Grant (CDBG) projects for Program Year 2019. Within the scope of programs and projects Clearance and Demolition is one of the approved projects. To date, there is approximately \$781,099.87 in Clearance and Demolition funds.

Two Requests for Proposals were posted (see attachments – Exhibit 1) on both the City of Pontiac's website and BldNet, our procurement portal to solicit bids for both demolition and asbestos abatement. In summary, there were four (4) demolition proposals and two (2) asbestos proposals. In both cases, the sealed bids were reviewed and the lowest bidders were selected.

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**Resolution On Following Page**

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*WHEREAS, Requests for Proposals for both Demolition and Asbestos Abatement were posted on both the City of Pontiac (COP) website and BidNet portal for prospective bidders to bid; and*

*WHEREAS, VinCon, Inc. was the second lowest of four (4) proposals submitted, for \$205,666 for the properties; and*

*NOW THEREFORE be resolved that the City Council in solidarity with the Mayor hereby authorizes and accepts the proposal to provide Demolition services.*

*Attachments:*

- (1) VinCon, Inc. Bid Proposal including Request for Proposal*
- (2) Bid Proposal Results*





# REQUEST TO SUBMIT BIDS FOR CDBG DEMOLITION (Batch 17) FOR THE CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing Home Demolition services for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1<sup>st</sup> Floor, Pontiac, MI 48342 plainly marked with "CDBG Demolition Bid Batch 17" " until 3:00 p.m. EDT, Thursday, August 26, 2021, at which time they will be publicly opened.

It is sole responsibility of the individual, and/or entity submitting the bid, to ensure that their bid is physically deposited to the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected and unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the person and/or entity submitting the bid. **(NOTE: Electronic or faxed submissions will not be accepted)**

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

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the bid which it believes to be in the best interest of the City.

**All prospective bidders need to send an e-mail response to [lphillips@pontiac.mi.us](mailto:lphillips@pontiac.mi.us) the following information Firm name, Project Name, Contact Person, Telephone Number and E-Mail Address.**

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to Linnette Phillips and be received no later than five working days prior to the scheduled opening (these may be hand-delivered, mailed, or faxed to (248) 758-3029 or emailed to [lphillips@pontiac.mi.us](mailto:lphillips@pontiac.mi.us). A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office.

As shown below, any addendums issued will be located on the City of Pontiac's website:

<http://www.pontiac.mi.us/departments/finance/purchasing.php>.

Its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2<sup>nd</sup> Floor, Pontiac, MI 48342

The selected firm shall agree to indemnify, defend, and hold harmless the City of Pontiac, its officers, agents, and employees from and against all claims, losses, costs or damages caused by his acts or those of his agents, or anyone for whom he may be responsible. The City disclaims any responsibility for injury to proposers, their agents, or to others while examining the work site or at any other time.

With regard to Home Demolition, the successful proposer shall agree to indemnify and hold the City harmless from any and all claims whatsoever arising out of, or occurring during, the performance of the services and occasioned directly or indirectly by its error or omission, negligence, or fault.

Prior to the City's entering into a contract, the successful proposer shall produce evidence satisfactory to the City of insurance coverage in types and amounts defined in Appendix D, and naming the City of Pontiac, Michigan as an additional insured thereon.

All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

This is a Federally Funded project. The contractor and subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer. Businesses owned by women or minorities are strongly encouraged to bid.

**BIDS DUE: THURSDAY, AUGUST 26, 2021 AT 3:00 PM EDT**

**NUMBER OF COPIES TO SUBMIT: TWO (2): One (1) Original and One (1) Copy**



## I. PURPOSE

The City of Pontiac is soliciting bids from qualified individuals for the purpose of Home Demolition, for sub-standard vacant residential structures for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications and licenses required by the City, County, State, and Federal Government.

## II. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide asbestos survey, asbestos remediation, and demolition activities ensuring the City of Pontiac Federal Programs can offer stability, security, and remove blight for the City of Pontiac residents.

## III. SCOPE OF WORK: Demolition and Disposal

A. The following scope of work and technical specifications shall apply to each and every home site to be demolished individually, and to the entire project.

The work in general consists of:

1. Demolition of the house, any accessory structures, garage or shed, basement walls and floors, foundations, footings, slabs, driveways up to curb line (excluding approach and public sidewalk), sidewalks on the private property up to the City sidewalks, and removal and disposal of landscaping (trees, shrubs & ornamentals), and removal and disposal of all building debris and any other debris on the site, such as junk vehicles and fences. All existing rubbish, trash, and junk apart from that of the demolished structures shall be removed and the entire site shall be left clear of such material. All items removed from the property shall be properly disposed of at a licensed public landfill.

a. The demolition contractor shall provide a waste manifest for the construction debris from each demolished dwelling/structure.

### 2. Backfilling Requirements;

a. Prior to backfilling, the Contractor must request a building inspection of the site and allow the inspector access to take any necessary photos, check for debris removal, and floor removal. The contractor must also provide for inspection of the sewer capping. In addition, a Building and Safety Department representative must be present prior to beginning of the backfilling process to ensure the requirements are met to their fullest.

b. Backfill material is to consist of sandy loam soil; no blue clay soil shall be used for any portion of the backfill; material used is to be entirely free of all foreign materials that include, but are not limited to clay, organic material vegetation, or site debris.

c. The contractor must compact the backfill in no more than 12-inch layers to not less than 90 percent unit weight; if sand is used in backfill material, the top 12-inches of fill may be clean fill dirt as described above. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.

- d. The contractor must grade the site to provide surface water drainage to minimize the pooling/collection of surface water and not create issues or problems to adjacent properties.
- e. The contractor must seed and straw the entire lot with perennial Blue Grass, or have a hydro-seed product installed after completion of finish grading before calling for a final inspection. Seeding shall be placed after April 15 and before October 1. A retainage amount of \$1,000 (one thousand dollars) per house will be held until final inspection is approved.
- f. **The contractor must provide an affidavit, or sworn statement indicating the origin of the backfill to be used. If contractor has purchased the backfill to be used, please provide a proof of purchase/acquisition.**
- g. **Section 106 National Historic Preservation act of 1966 as amended:** If at any time during the demolition process historic artifacts or places of significant interest are discovered, work must be stopped and the Community & Economic Development Director, Linnette Phillips, contacted at 248-758-3029. It shall be the responsibility of the City to contact the Oakland County Community & Home Improvement Division regarding the SHPO findings.

Historic archeological discoveries may include the following:

- Evidence of human activity
- Bones, burial sites or funerary
- Pottery, beads, tools, arrowheads, weapons
- Sculptures, monuments, fountains, boundary markers
- Ceremonial areas, religious or sacred materials
- Plant & animal communities

3. Provide and install traffic control signs, barricades, canopies, and flagmen when necessary and directed by Pontiac City Field Representative. A daily schedule of demolition needs to be submitted to the Community & Economic Development Director, Linnette Phillips at [lphillips@pontiac.mi.us](mailto:lphillips@pontiac.mi.us), so we can advise authorities of possible, temporary road closures.

4. The demolition contractor will furnish the City of Pontiac with project schedule within seven working days of receipt of contract.

5. Project must be completed within thirty days (30) days after signing demolition contract. The City's Project Engineering firm DCR Services and Construction has obtained all utility clearances for each property. (See item 8 below for water/sewer services)

6. Post advance notice of construction at each property location where the dwelling/structure is scheduled to be demolished a minimum of three (3) days before commencing work.

7. The Contractor is responsible for any damage to the existing adjacent City curbs/sidewalks that are caused by the demolition contractor's equipment. The demolition contractor shall provide wood planking or other protective measures to prevent damage/cracking of the existing city sidewalk/curbs/aprons by the demolition dozers, back hoe, etc.

8. The Contractor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.

9. The Contractor must secure a demolition and right-of-way permit from the City of Pontiac.

10. The Contractor must notify the occupants of adjacent properties (in writing) when the demolition will take place a minimum of 24 hours prior to demolition.

11. Each property location with an open hole, must have four feet (4') of plastic snow fencing (tied and staked down) at the perimeter of the Site excavation to minimize unauthorized site entry, or follow MIOSHA guidelines for open-hole barricades, if complete backfilling is not finished before the end of a workday unless approved otherwise by the Building Inspector. Open excavations shall not be left unsecured overnight.

#### B. WORK LOCATION

- 1 The work takes place at various locations throughout the City of Pontiac. See Proposal form for the listing of addresses.
- 2 Contractor must obtain firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect their work.

#### C. WORK SCHEDULE

- 1 All work shall be scheduled in advance with the City of Pontiac.
- 2 Contractor shall satisfactorily complete all work under this Contract within thirty (30) days.
- 3 Provide a timeline of when straw and grass seed work will be performed at the sites of the demolished properties.

#### D. CONFORMITY TO PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

1. All work shall conform to the plans, specifications, and contract documents submitted by the bidder and authorized by the City.

#### E. TEMPORARY FACILITIES

1. Implementation of temporary facilities in this section shall be coordinated with and subject to approval by the County Representative.

2. Electrical Power for Construction: All temporary electrical connections and equipment shall be provided by the contractor and maintained by him in accordance with the National Electrical Code as well as state and local rules and regulations. All temporary electrical work shall be removed by the contractor upon completion of the project.

3. Extra Work: All extra work that may be required by the Contractor will be estimated and paid for under provision of the General Conditions, contained within this document, which govern such work.

#### F. DISPOSAL

All rubbish, debris and other waste materials whatsoever, found on the work site, whether created by the demolition activities or otherwise, throughout the duration of the contract shall be removed and legally disposed of by the Contractor, at no additional cost to the City of Pontiac.

#### IV. REQUEST

In addition to the required form "Home Demolition Bid Batch 17" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½ "x 11" paper. There is no limit to pages submitted for complete response to this section:

Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractor's qualifications and ability to successfully provide the services requested.

- a) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.
- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.
- d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).
- e) Provide current Good Standing Certificate for the firm (if applicable).
- f) Provide organizational documents for the firm such as bylaws and operating agreement (If applicable),

- g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- h) Provide a list of board of directors and officers of firm (if applicable).
- i) Provide insurance as required in Appendix "D"
- j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- l) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide bid and performance bond as outlined in section "IX. BONDING REQUIREMENTS"

The City of Pontiac Michigan reserves the right to validate proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City.

The City reserves the right to waive any informality in bids, to accept any bid, and to reject any and all bids, should it be deemed in the best interest of the City to do so.

The City reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the City to be in the City's best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible.

The City reserves the right to include in the contract for services other terms and conditions not specifically set forth herein.

## **V. PROPOSED FEE**

Provide a fee for the services requested in the Scope of Services of work in the attached "CDBG Demolition Bid Batch 17" in Appendix A.

It is the City's intention to utilize the successful proposer's services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

## **VI. AGREEMENT**

Contract work on behalf of the City of Pontiac will be awarded to the **lowest responsible bidder**. These structures are vacant, and will be demolished under separate contract.



The Agreement with the contractor will detail the payment procedures and documentation needed for the services rendered. The billing submitted by the contractor must provide a written description of the work completed and include any necessary justification as/if necessary.

Billing will be required to have **ALL** the following listed below after services have been rendered, including but not limited to:

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notifications to State of Michigan;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each specific load of waste;
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Demolition Permit issued by City of Pontiac Building Safety Department;
- Right-of-Way Permit issued by City of Pontiac Department of Public Works
- Sewer Cap Disconnect Permit issued by Oakland County Water Resources Commissioner;
- Line-Item Invoice; and
- Waiver of Liens for all subcontractors.

**All payments will be made by electronic deposits from Oakland County to the contractor bank account. Note: There will not be any prepayments or deposits for any demolition work.**

#### **VII. ADDITIONAL INFORMATION:**

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Linnette Phillips at (248) 758-3029. If contractor is not in possession of a Pontiac Business license then contractor shall procure said license once awarded.

- Agree to Section 3 Clause (Appendix "B")
- Debarment-Service provider has not been suspended from federal benefits as listed on [www.epls.gov](http://www.epls.gov)
- Conflict of Interest regulations found in 24CFR 570.611 (Appendix "C")
- The selected service provider will not use funds for lobbying, and will disclose any lobbying activities
- Other Applicable State and Local Laws



## VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "Home Demolition Bid Batch 16" clearly marked on the front to Thursday, August 26, 2021 at 3:00 P.M. EDT to the following:

**City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1<sup>st</sup> Floor, Pontiac, MI 48342**

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the Bid.

## IX. BONDING REQUIREMENTS

a) A bid guarantee is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. Bid bond to be included with bid.

**NOTE: If the Contracts or Subcontracts exceed \$50,000.00 you will need b) & c)**

b) A performance bond shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c) A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

If a contractor fails to deliver the required bonds, the bid will be rejected. The City of Pontiac reserves the right to reject a bid if the contractor can't provide a performance and payment bond within 5 days of a signed contract.

## X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3092, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.
- (3) Contractor is also required to file City of Pontiac income tax returns reporting and paying income tax on any net profits earned in the City.

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)

## APPENDIX A

### City of Pontiac CDBG -Demolition Program

#### > CDBG Demolition Bid Batch 17 <

##### Bidding Contractor:

Company Name: VIN-CON INC.  
Representative: VINCENT HOWARD  
Address: 41130 E. ANN ARBOR TR. City: PLYMOUTH Zip: 48170  
Office #: 313-356-7000 Fax #: 734-359-5180  
Cell#: 310-345-7000 Email: KETCHVIN@MSN.COM  
License#: 2101221782

Contractor will provide all labor & material for the following service work: The Contractor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.

##### Asbestos Surveys Batch 17 for the properties can be found here:

<https://www.dropbox.com/sh/fsuekddk8crqg75/AAAM0zXv7BNCInF045U0uU3la?dl=0>

##### Bid Price per Residential Property:

64-14-21-352-043

529 N Perry

\$ 6,580.-

Cost in Words for 529 N Perry SIX THOUSAND, FIVE HUNDRED, EIGHTY DOLLARS.

64-14-21-352-042

Lot N Perry

\$ 1,960.-

Cost in Words for Lot N Perry ONE THOUSAND, NINE HUNDRED, SIXTY DOLLARS.

64-19-04-102-001

195 S Blvd W

\$ 31,059.-

Cost in Words for 195 S Blvd W THIRTY ONE THOUSAND, FIFTY NINE DOLLARS.

64-14-28-436-019

497 E Pike (Garage Only)

\$ 2,800.-

Cost in Words 497 E Pike TWO THOUSAND, EIGHT HUNDRED DOLLARS.

64-14-30-477-010

68 Mark

\$ 14,560.-

Cost in Words for 68 Mark FOURTEEN THOUSAND, FIVE HUNDRED, SIXTY DOLLARS.

64-19-04-151-006

567 Franklin

\$ 17,655.-

Cost in Words for 567 Franklin SEVENTEEN THOUSAND, SIX HUNDRED, FIFTY FIVE DOLLARS.

64-14-21-254-007

554 E Kennett

\$ 6,040.-

Cost in Words for 554 E Kennett SIX THOUSAND, FORTY DOLLARS.

64-14-21-331-016

124 Oliver

\$ 11,640.-

2

Cost in Words for 124 Oliver ELEVEN THOUSAND, SIX HUNDRED, FORTY DOLLARS

64-14-22-351-011 (Two Duplex's 778, 782, 786 & 790)

778 University \$ 17,790.-

Cost in Words for 778 University SEVENTEEN THOUSAND, SEVEN HUNDRED, NINETY DOLLARS,

64-14-33-102-013

129 Judson \$ 11,782.-

Cost in Words for 129 Judson ELEVEN THOUSAND, SEVEN HUNDRED, EIGHTY TWO DOLLARS.

64-19-04-134-016

200 Cedardale \$ 7,960.-

Cost in Words for 200 Cedardale SEVEN THOUSAND, NINE HUNDRED, SIXTY DOLLARS.

64-14-20-452-011

79 Home \$ 8,490.-

Cost in Words for 79 Home EIGHT THOUSAND, FOUR HUNDRED, NINETY DOLLARS.

64-14-28-459-035

415 Auburn \$ 27,130.-

Cost in Words for 415 Auburn TWENTY SEVEN THOUSAND, ONE HUNDRED THIRTY DOLLAR.

64-14-28-331-010

104 N Jessie \$ 11,800.-

Cost in Words for 104 N Jessie ELEVEN THOUSAND, EIGHT HUNDRED DOLLARS.

64-14-28-303-001

104 Union \$ 28,420.-

Cost in Words for 104 Union TWENTY EIGHT THOUSAND, FOUR HUNDRED TWENTY DOLLAR.

Grand Total \$ 205,666.-

Grant Total Cost in Words TWO HUNDRED FIVE THOUSAND, SIX HUNDRED,  
SIXTY SIX DOLLARS

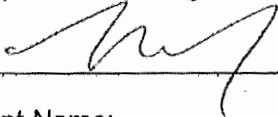
The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

**Please Note: Contractor will have a maximum of 30 days from the time the contract is signed to complete the project.**

Company Name:

VIN-CON INC.

Representative Signature:



Date:

08/26/2021

Print Name:

VINCENT HOWARD (VICE-PRESIDENT)

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## Site Specifications: DCR Batch 17

Batch	Parcel ID	Address	Street Name	Type	Sq. Ft.	Year Built	Stories	Basement Sq. Ft.	Garage Sq. Ft.
17	14-21-352-043	529	N Perry	Comm.	631	1920	1		
17	14-21-352-042	Lot	N Perry	Comm.	Lot		1		
17	19-04-102-001	195	South Blvd W	Comm.	3982	1910	1		
17	14-28-436-019	497	E Pike	Garage		1956			360
17	14-30-477-010	68	Mark	SFR	1588	1931	2	890	333
17	19-04-151-006	567	Franklin	Duplex	2354	1956	1		
17	14-21-254-007	554	E Kennett	SFR	763	1920	1	763	293
17	14-21-331-016	124	Oliver	SFR	1032	1920	2	543	360
<b>17</b>	<b>14-22-351-011</b>	<b>778/782</b>	<b>University</b>	<b>Duplex</b>	<b>1198</b>	<b>1942</b>	<b>1</b>	<b>1198</b>	
	<b>14-22-351-011</b>	<b>786/790</b>	<b>University</b>	<b>Duplex</b>	<b>1198</b>	<b>1942</b>	<b>1</b>	<b>1198</b>	
17	14-33-102-013	129	E Judson	SFR	1502	1910	2	720	
17	19-04-134-016	200	Cedardale	SFR	928	1929	1	754	373
17	14-20-452-011	79	Home	SFR	892	1910	1.75	510	260
17	14-28-459-035	415	Auburn	Comm.	4178	1921	1		
17	14-28-331-010	104	N Jessie	Comm.	1416	1940	1		
17	14-28-303-001	104	Union	Comm.	3968	1920			

4

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.

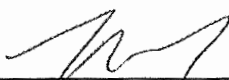
The Undersigned hereby declares that any person(s) employed by the City of Pontiac Michigan who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please 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 N/A

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

Company Name: VIN-CON INC.

Address: 41130 E. ANN ARBOR TR., PLYMOUTH, MI. 48170

Representative Signature: 

Print Name: VINCENT HOWARD

Title: VICE-PRESIDENT Date: 08/26/2021

Office # 313-356-7000 Cell # 310-345-7000

FAX # 734-359-5180 Email KETCHVIN@MSN.COM

Website: VINCONMI.COM Federal Tax I.D. #: 83-4293050



## APPENDIX B

### Section 3 clause 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3.

**APPENDIX C  
CONFLICT OF INTEREST STATEMENT**

"Code of Standards of Conduct," 24 CFR Part 85.36 (b) (3): (Applicable to Community Development Block Grant Expenditures)

(3) Grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Date: 08/26/2021

Signature: 

Printed name: VINCENT HOWARD





## APPENDIX D INSURANCE

### 1. INSURANCE

The Contractor shall provide to protect the City of Pontiac as outlined below.

### 2. LIMITS OF INSURANCE (See also Section 1 of the General Conditions)

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.

- 1) **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
- 2) **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.
- 3) **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 for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4) **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.
- 5) **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: Linnette Phillips, City of Pontiac 47450 Woodward Ave. Pontiac, MI 48342'
- 6) **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, two (2) copies of Certificates of Insurance as well as the required endorsements.

- 7) **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.

### **3. INDEMNIFICATION CLAUSE**

The Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of Pontiac, and all Additional Named Assured, in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the City of Pontiac, shall or may be retained by the City of Pontiac until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the City of Pontiac, or the City of Pontiac may collect the same in whole or in part in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a reasonable insurance company which meets with the approval of the City of Pontiac, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by his operations, acts, or omissions, or those of his subcontractors, agents, or employees in procuring work for the City of Pontiac. Such insurance coverage shall be in such amounts as are provided in public liability and property damage section herein, provided, however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the City of Pontiac, and each Additional Named Assured as their interest may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days' notice to the City of Pontiac and each Additional Named Assured, shall be given in writing prior to the cancellation of, or change in any such insurance."

### **4. EXTRAS**

No claim for extra compensation because of either decrease or increase in quantities will be allowed. Contractor and Owner mutually agree that in the event the Contractor is to perform services beyond, or at variance with the Scope and total price of this Contract, such services must be mutually agreed to, in advance, in writing, with agreed upon price included. Accordingly, claims for the payment of

ORIGINAL

**Bid Bond**



**AIA® Document A310™ – 2010**

**CONTRACTOR:**

*(Name, legal status and address)*

VIN-CON INC.  
41130 E. Ann Arbor Trl  
Plymouth, MI 48170

Bid Bond No. FED02508

**SURETY:**

*(Name, legal status and principal place of business)*

GRANITE RE, INC.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Pontiac  
47450 Woodward Ave  
Pontiac, MI 48342

**BOND AMOUNT:** Five Percent of the Bid Amount (5.00% of Bid Amount)

**PROJECT:**

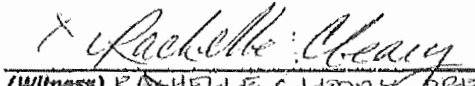
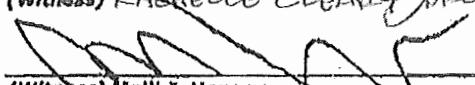
*(Name, location or address, and Project number, if any)*  
CDBG Demolition (Batch 17) For the City of Pontiac

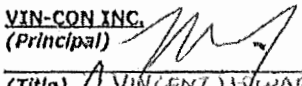
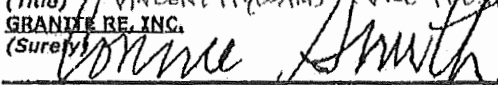
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of August, 2021

  
(Witness) RACHELLE CLEARY PRESIDENT  
  
(Witness) Mollie J. Hansen

VIN-CON INC.  
(Principal)  (Seal)  
(Title) VINCENT HOWARD VICE-PRESIDENT  
GRANITE RE, INC.  
(Surety)  (Seal)  
(Title) Connie Smith, Attorney-In-Fact

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

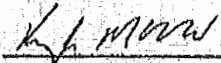
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA     )  
                                      ) SS:  
COUNTY OF OKLAHOMA    )



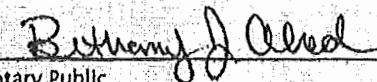
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

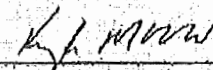
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

 day of , 2020.



  
Kyle P. McDonald, Assistant Secretary

Extra Services must be substantiated by the Contractor with a written order signed by Owner or his authorized agent.

#### 5. EMERGENCY PHONE NUMBERS

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

#### 6. INCLUDED WORK

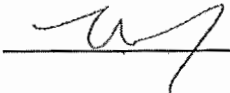
All items of work noted on the Plans or in the Specifications that are not specifically noted in the bid, shall be considered as included with the contract and shall be completed at no extra cost to the Owner.

#### 7. SUB-CONTRACTS

The Contractor shall not execute an Agreement with any Sub-Contractor or sub-subcontractor or permit any Sub-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified by: VINCENT HOWARD VIN-CON INC.

Its; VICE - PRESIDENT

Signature: 

Printed Name: VINCENT HOWARD

Date: 08/26/2021

## APPENDIX E

### STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

- a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

#### Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

#### 1 As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees.



The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.



n. Ensure that all facilities and company activities are nonsegregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- a. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

08/26/2021

Statement of Qualifications, Pr. Section 4. Of RFQ. "Home Demolition Bid Batch 17"

A. Vincent Howard. 313-356-7000. 41130 E.AnArbor Tr., Plymouth, MI. 48170. [ketchvin@msn.com](mailto:ketchvin@msn.com) 734-359-5180

B. VIN-CON INC. Is a full Demolition, Infrastructure, and Environmental Remediation, Contractor. The owners, and its, officers have been successfully performing and completing 100 %, projects of this nature and larger since 1990. See attached. Exhibit 7. Letters, and References.

C. See attached. Exhibit 2. State of Michigan Licenses

D. See attached. Exhibit 3. Articles of Incorporation. VIN-CON INC.

E. N/A

F. N/A

G. See attached. Exhibit 4. VIN-CON INC. Partial list Responsible staff members.

H. See attached. Exhibit 5. VIN-CON INC. Officers

I. See attached. Exhibit 6. Certificate of Insurance

J. See Attached. Exhibit 7. Letters and References

K. No litigation. Current or Previous.

L. Upon award of Project, VIN-CON INC will begin immediately , following all guidelines outlined in the proposal, in addition to local, state and federal

rules. Pay all fees, necessary, pull all permits, and notify all authorities involved with this project.

M. See attached. Exhibit 8. Bid Bond.

EXHIBIT 2.

State of Michigan Licenses

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

M210523 001 R -0052

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

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

VINCENT HOWARD  
41130 E ANN ARBOR TRAIL  
PLYMOUTH MI 48170

LICENSE NO.	EXPIRATION DATE	AUDIT NO
2101221782	05/31/2022	3413791

VINCENT HOWARD  
41130 E ANN ARBOR TRAIL  
PLYMOUTH MI 48170

Complaint Information

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

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

[www.michigan.gov/bpl](http://www.michigan.gov/bpl)

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

(517) 241-0199

GRETCHEN WHITMER  
GOVERNOR

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

N907744

RESIDENTIAL BUILDER  
LICENSE

VINCENT HOWARD  
41130 E ANN ARBOR TRAIL  
PLYMOUTH MI 48170

LICENSE NO.  
2101221782

EXPIRATION DATE  
05/31/2022

AUDIT NO  
3413791

THIS DOCUMENT IS DULY ISSUED  
UNDER THE LAWS OF THE STATE  
OF MICHIGAN

Contractor Number  
C54944

Expiration Date  
8/13/2021

*State of Michigan*  
Department of Labor and Economic Opportunity  
**VIN-CON Inc.**

has satisfactorily met the requirements of Michigan Public Act 135 of 1986,  
as amended, and is hereby recognized as a

**LICENSED ASBESTOS ABATEMENT CONTRACTOR**

**Type I (1 - 4 employees)**

The issuance of this license does not ensure that asbestos indemnification insurance coverage has been acquired by the licensee. This license is nontransferable.

MIO 3003 (03/2019)  
Authority: Michigan Public Act 135 of 1986, as amended

148157

VIN-CON Inc.  
41130 East Ann Arbor Trail  
Plymouth, MI 48170

The Michigan Department of Labor and Economic Opportunity (LEO) has reviewed and approved your application for a Michigan Asbestos Abatement Contractors License. The License Certificate is valid for a period of one year.

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

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

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

*Michael T. Mason*

Michael T. Mason  
Industrial Hygiene Manager

This is to certify that

# Vin-Con Inc.

has satisfactorily met the requirements of the Michigan Lead Abatement Act of 1998,  
and is hereby recognized as a

## LEAD ABATEMENT CONTRACTOR

Contractor number **C-01064**

This certification entitles the named persons to the rights and privileges afforded by the Act, as well  
as the authority to perform regulated lead-based paint activities in the State of Michigan  
until December 31, 2019.



**Healthy  
Homes  
Section**

A handwritten signature in black ink, appearing to read "C. L. L.", is written over a horizontal line.

*Manager, HHS*

September 10, 2019

DCH-0650 (6/99)  
amended

Authority: P.A.368 of 1978, as



## EXHIBIT 3

### Articles of Incorporation

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

***This is to Certify that the*** ARTICLES OF INCORPORATION

***for***

VIN-CON INC.

**ID Number:** 802307763

***received by electronic transmission on*** April 04, 2019 ***, is hereby endorsed.***

***Filed on*** April 04, 2019 ***, by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 4th day of April, 2019.***

*Julia Dale*

**Julia Dale, Director**

**Corporations, Securities & Commercial Licensing Bureau**

RACHELLE CLEARY

41130 E. ANN ARBOR TRAIL, PLYMOUTH, MI 48170 USA

#### ARTICLE VI

Any action required or permitted under the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares that have at least the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder that signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation that has custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders that would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and that have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

#### ARTICLE VII

A DIRECTOR OF THE CORPORATION SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR, EXCEPT FOR LIABILITY (I) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS STOCKHOLDERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR THAT INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (III) FOR VIOLATION OF SECTION 551 OF THE MICHIGAN BUSINESS CORPORATION ACT, OR (IV) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED ANY IMPROPER PERSONAL BENEFIT. IF THE MICHIGAN BUSINESS CORPORATION ACT IS AMENDED AFTER THIS PROVISION IS INCLUDED IN THE ARTICLES OF INCORPORATION TO AUTHORIZE CORPORATE ACTION FURTHER ELIMINATING OR LIMITING THE PERSONAL LIABILITY OF DIRECTORS, THEN THE LIABILITY OF A DIRECTOR OF THE CORPORATION SHALL BE ELIMINATED OR LIMITED TO THE FULLEST EXTENT PERMITTED BY THE MICHIGAN BUSINESS CORPORATION ACT, AS SO AMENDED.

ANY REPEAL OR MODIFICATION OF THE FOREGOING PARAGRAPH BY THE STOCKHOLDERS OF THE CORPORATION SHALL NOT ADVERSELY AFFECT ANY RIGHT OR PROTECTION OF A DIRECTOR OF THE CORPORATION EXISTING AT THE TIME OF SUCH REPEAL OR MODIFICATION.

Signed this 4th Day of April, 2019 by the Incorporator(s).

Signature	Title	Title if "Other" was selected
Rachelle Cleary	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

# MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

AC1

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Denise Whitehead - Couzens, Lansky, Fealk, Ellis, Roeder &amp; Lazar, P.C.

Address

39395 W. 12 Mile Road, Suite 200

City

Farmington Hills

State

Michigan

ZIP Code

48331

EXPIRATION DATE:  
DECEMBER 31,

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

## CERTIFICATE OF ASSUMED NAME

For use by Corporations, Limited Partnerships and Limited Liability Companies  
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned execute the following Certificate:

1. The name of the corporation, limited partnership, or limited liability company is:

VIN-CON INC.

2. The identification number assigned by the Bureau is:

802307763

3. The assumed name under which business is to be transacted is:

VINCON

4. This document is hereby signed as required by the Act.

COMPLETE ITEM 5 ON PAGE 3 IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 25<sup>th</sup> day of April, 2019

By Rachelle Cleary

(Signature)

Rachelle Cleary  
(Type or Print Name)

President  
(Type or Print Title or Capacity)

(Limited Partnerships Only - Indicate Name of General Partner, if the General Partner is a corporation or other entity)



Preparer's Name Denise Whitehead

Business Telephone Number ( 248 ) 489-8600

### INFORMATION AND INSTRUCTIONS

1. This form may be used to draft your Certificate of Assumed Name. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Corporations, Securities & Commercial Licensing Bureau. The original will be returned to your registered office address unless you enter a different address in the box on the front of this document.

Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

3. The certificate is effective for a period expiring on December 31 of the fifth full calendar year following the year in which it was filed, unless a Certificate of Termination is filed.
4. When the same name is assumed by more than one entity, each participant corporation, limited partnership, or limited liability company must simultaneously file a separate *Certificate of Assumed Name*. The assumed name will be effective for the same period for each participant.
5. Item 1 - The name is the name contained in the original, amended, or restated Articles of Incorporation, Certificate of Limited Partnership, or Articles of Organization. The name of a foreign corporation, limited partnership, or limited liability company, is that name under which it obtained its authority to transact business or conduct affairs in Michigan.
6. Item 2 - Enter the identification number assigned by the Bureau. If this number is unknown, leave it blank.
7. The Certificate must be signed by:
  - CORPORATIONS:** an authorized officer or agent.
  - LIMITED PARTNERSHIPS:** a general partner.
  - DOMESTIC LIMITED LIABILITY COMPANIES:** a manager, if managed by one or more managers, a member if management remains in the members, or an authorized agent of the company.
  - FOREIGN LIMITED LIABILITY COMPANIES:** a person with authority to do so under the laws of the jurisdiction of its organization.
8. **NONREFUNDABLE FEES:** Make remittance payable to the State of Michigan. Include entity name and identification number on check or money order.

**CORPORATION OR LIMITED PARTNERSHIP..... \$10.00**  
**LIMITED LIABILITY COMPANY..... \$25.00**

Submit with check or money order by mail:

Michigan Department of Licensing and Regulatory Affairs  
 Corporations, Securities & Commercial Licensing Bureau  
 Corporations Division  
 P.O. Box 30054  
 Lansing, MI 48909

To submit in person:

2501 Woodlake Circle  
 Okemos, MI  
 Telephone: (517) 241-8470

Fees may be paid by check, money order, VISA, MasterCard, or Discover when delivered in person to our office.

**COFS (Corporations Online Filing System):**

This document may be completed and submitted online at [www.michigan.gov/corpfileonline](http://www.michigan.gov/corpfileonline).

Fees may be paid by VISA, MasterCard, or Discover.

Documents that are endorsed filed are available at [www.michigan.gov/corpenitysearch](http://www.michigan.gov/corpenitysearch). If the submitted document is not fileable, the notice of refusal to file and document will be available at the Rejected Filings Search website at [www.michigan.gov/corprejectedsearch](http://www.michigan.gov/corprejectedsearch).

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

## EXHIBIT 4

### List of Responsible Staff Members

## Vincent Howard

41130 E. Ann Arbor Tr.  
Plymouth, Michigan 48170  
310345-7000

### PROFILE

Over thirty years in the construction industry, Licensed Builder/ General Contractor in Michigan and California. Self employed Successful business owner since 1990, in the building, demolition, infrastructure, and environmental remediation industry. A dynamic leader, good communicator, and strong understanding of what it takes to run a successful contracting business.

### EXPERIENCE

#### PRESENT

Vice President, VIN-CON INC; Plymouth MI.

Involved with all aspects of the business, including contract negotiations, estimating, field operations, site safety, state, federal and local regulations

#### President, Vince Howard, Inc. Los Angeles, CA. 2005-2018

Licensed Builder/ General Contractor. Design Build Residential and Commercial buildings. Negotiate with clients, work with architects build or rehab structures.

#### President, Paloma Contracting, Detroit, MI. 2000-2005

Purchase and develop land for both residential and commercial properties, Plymouth, Dearborn, and Dearborn Heights. Acquire all state and local permits including wetland permits where necessary. Self Perform all site work, infrastructure, and concrete , structural and flat work.

#### President, Enkon Environmental Services, Inc. Prep-Con, Inc Livonia, MI

Full service environmental remediation, demolition, and infrastructure company.

Underground Storage Tank removal. Hazardous Waste remedial services.

### EDUCATION

Ferris State University. 1984-1986. Civil Engineering

University Of Michigan Dearborn 2002-2004

University California at Los Angeles 2005-2007

## **SKILLS/ CERTIFICATIONS**

Licensed Builder , State of Mi. Certified Asbestos Inspector, Lead inspector Risk Assessor

CDL HazMat certified. Licensed in all Heavy equipment



ENHANCED COMMERCIAL DRIVER LICENSE

H 030-047-014-570  
 DOB 07-21-1966  
 VINCENT HOWARD  
 41130 E ANN ARBOR TRAIL  
 PLYMOUTH, MI 48170-4407  
 Sex M Hgt 510 Eyes BLU  
 Lic Type E, CA End CY MF  
 Restrictions NONE  
 DD 4200419539128  
 DONOR 9  
 EXPIRATION DATE 07-21-2022

**Vincent Howard**  
Lead Supervisor

Cert. number **P-08342**

Annual fee due by **March 31, 2020**

Appropriate refresher training and exam must be taken to renew this certification before **March 31, 2022**

**Vincent Howard**  
Lead Supervisor  
Lead Inspector/Risk Assessor  
EBL Investigator

Cert. number **P-08342**

Annual fee due by **March 31, 2020**

Appropriate refresher training and exam must be taken to renew this certification before **March 31, 2022**

State of Michigan

State of Michigan

**Asbestos Contractor/Supervisor**

**Vincent Howard**  
c/o Vin-Con, Inc.  
41130 East Ann Arbor Trail  
Plymouth, MI 48170

Accreditation Number **A54790**  
Expiration Date **06/26/2020**  
DOB: 07/21/1966

This individual has satisfactorily met or exceeded the requirements of Section 209 of the Toxic Substances Control Act to be accredited in the above discipline.

Accreditation card is not valid if altered

141918

**Asbestos Inspector**

**Vincent Howard**  
c/o Vin-Con, Inc.  
41130 East Ann Arbor Trail  
Plymouth, MI 48170

Accreditation Number **A54790**  
Expiration Date **06/26/2020**  
DOB: 07/21/1966

This individual has satisfactorily met or exceeded the requirements of Michigan Public Act 440 of 1988, as amended, to be accredited as an Asbestos Inspector.

Accreditation card is not valid if altered.

141919

VINCENT HOWARD. GENERAL SUPERINTENDANT, SITE SAFETY OFFICER, EQUIPMENT OPERATOR,  
- CDL A HAZ WASTE,  
- ASBESTOS: SUPERVISOR/INSPECTOR  
- LEAD SUPERVISOR, INSPECTOR, ASSESSOR  
EBL INVESTIGATOR

# Certificate of Attendance

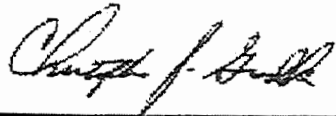
The National Demolition Association to presents this certificate to

## Vincent Howard

for attending the eight-hour

## Foundations of Demolition Risk Management Course

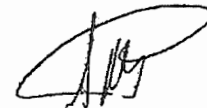
held in Boston, Massachusetts on October 25, 2019



Chris Godek, NDA President



NATIONAL  
DEMOLITION  
ASSOCIATION



Steve Schwartz, NDA Education  
Committee Chairman

# Certificate of Attendance

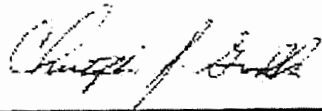
The National Demolition Association to presents this certificate to

## Vincent Howard

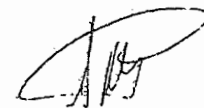
for attending the twelve-hour

## Foundations of Demolition Estimating Course

held in Phoenix, Arizona on September 26 - 27, 2019



Chris Godek, NDA President



Steve Schwartz, NDA Education  
Committee Chairman

Certificate Number: R-I-18379 -19-12974



# ***ETC Training Services Group***

38900 W. Huron River Drive, Romulus, MI 48174-1159

(734) 955-6600

**PRESENTS**

***Vincent Howard***

SSN: \*\*\*-\*\*-1675

*with certification for having successfully completed the 8 hour/1 day course which meets the requirements for*

**Renovator Initial (English)**

*Per 40 CFR Part 745.225*

**Course date: Aug 05, 2019**

**Exam Date: August 05, 2019**

**Expiration date: August 05, 2024**

A handwritten signature in black ink, appearing to read "B. A. Smith", written over a horizontal line.

**Trainer**

A handwritten signature in black ink, appearing to read "Nancy Westcott", written over a horizontal line.

**ETC President**



7451 Third Street  
Detroit, MI 48202  
(313) 963-1433

This is to certify that  
**Vincent Howard**  
**XXX-XX-1675**

Has attended and successfully completed a 24-hour/3-day course  
Which meets the Accreditation Requirements for  
**BUILDING INSPECTOR INITIAL**

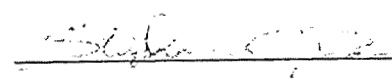
This course fulfills the requirements under TSCA Title II and is in compliance with 40 CFR 763  
and Michigan Public Act 440 of 1988 as amended

Training Dates: June 17-19, 2019

Exam Date: June 19, 2019

Expiration Date: June 19, 2020

Certification Number: 1675-061919

  
Stephen Dancy

Trainer



## Rachelle R. Cleary

VIN-CON INC / President  
Email [rachellecleary@gmail.com](mailto:rachellecleary@gmail.com)  
Cell (517) 404-1009

### Skills

- Leadership Development
- Interpersonal Skills
- Marketing/Promoting
- Problem-Solving
- Creativity

### Education

Lansing Community College  
-Liberal Arts/ General Studies

### Certifications

TCM Mastery Coach  
Emotion Code Practitioner  
NFPT - Personal Trainer Cert.  
Yoga Alliance -E-RYT Certification  
Chung Do Kwan- 1st Degree

### Training

- Presence Based Coaching
- Health Coaching Institute
- Advanced TCM Coaching
- Body Code Training
- EFT Training Seminar
- Google - SIY Seminar
- Marie Forleo's B-School

## PROFESSIONAL SUMMARY

Dynamic health and wellness coach who is passionate about educating and motivating individuals and groups in creating and sustaining positive change.

### Work History

doTERRA International - Natural Health and Wellness Educator  
Pleasant Grove, UT • 02/2013 - Current

- Developed and taught a plethora of wellness workshops and local events
- Prepared and presented clear and effective presentations using powerpoint slides with enthusiasm and confidence.
- Created and implemented promotions on continued natural health education for 3,600+ customers.
- Devoted private coaching sessions for team leaders on various issues, including goal setting, stress management, mindset and belief.
- Led a variety of team trainings, topics included customer service, self-care, time management, interpersonal skills and leadership development.

Local Yoga Studios - Yoga and Meditation Teacher  
Brighton, MI • 01/2001 - Current

- Led group discussions on yogic theory, breathwork and meditation techniques.
- Developed classes accessible to students of all levels, cultivating acceptance.
- Designed creative and unique mind-body classes weekly.
- Developed and executed marketing programs for mind-body workshops.
- Co-hosted International Yoga Retreats, including Bali and Italy.

Local Fitness Centers - Personal Trainer/Fitness Instructor

Brighton, MI • 01/2004 - 06/2014

- Developed individual programs based on ability and goals.
- Completed individual and group fitness assessments.
- Created and led outdoor bootcamps and group runs.
- Developed and promoted online fitness and weight loss challenges
- Designed all marketing materials for incentive and retention programs

Just Breathe Yoga, Fitness & Friends LLC - Business Owner  
Howell, MI • 01/2005 - 06/2008

- Discovered and developed a great passion of entrepreneurship
- Secured a space and renovated a 2,000 square foot ambient studio
- Developed and maintained website with class schedules and promotions
- Developed strong interpersonal skills in day to day student interactions
- Maintained daily administrative records, files and bookkeeping.

# Robert Madary Jr.

8904 Niver Ave  
Allen Park, MI 48101  
313-516-5182

## PROFILE

Over forty years in the demolition industry, Michigan, Ohio, Indiana , and Illinois. All aspects of Demolition, Dismantling, and Decommissioning of Structures.

## EXPERIENCE

### PRESENT

Associate, Estimator, Consultant, VIN-CON INC; Plymouth MI.

### General Superintendant, Adamo, Inc. Detroit, MI. 1995-2010

Oversee, and organize all aspects of Residential, Commercial, and Industrial Demolition Projects.

### Project Manager, Enkon Environmental Services, Inc. 1992-1995

Set Up, Schedule all Environmental Remediation Projects, Between field services, administrative, Local, State, and Federal Authorities, as well as organize sub contractors and suppliers from project start to project completion.

### Foreman/ Operator. IUOE, Local 324, Zabrowski and Associates 1978-1992

Run day to day field operations for residential, commercial demolition activities.

## EDUCATION

Wayne State University 1974-1978

## SKILLS/ CERTIFICATIONS

International Union of Operating Engineers. Journeyman.

State of Michigan Certified asbestos supervisor

EPA OSHA Certified HAZ-WOPPER

State of MI. CDL



# ANDREW VERELLEN

## PROJECT MANAGER

### EXPERIENCE

#### ARBORIST/TREE CLIMBER

*DMV Tree Services, Valparaiso, FL / Sep 2020 - Aug 2021*

Trim, top, and reshape trees to achieve attractive shapes and to remove low-hanging branches.

Drag brush, chuck logs, run rope, removals, prune, clean out, rigging.

Operate a chainsaw to clear cut timber.

Hand dig area between old and new poles to ensure enough room to transfer wires, dips etc to new poles.

Demonstrate excellent customer communication and satisfaction.

#### DRYWALL INSTALLER AND TAPER

*PV Construction, Washington, MI / Jun 2015 - Mar 2020*

Measure and cut drywall panels to fit in and around specific spaces such as doors, windows, electrical outlets, and lighting fixtures.

Install drywall panels to wood or metal studs.

Use drywall compound to fill in and cover joints, screws, nails, and other imperfections.

Sand joint compound once dry and applies drywall tape.

Create textured surfaces when requested.

Perform other related duties as assigned.

#### GRAND VALLEY STATE UNIVERSITY

**Allendale, MI**

*Completed coursework towards*

*Natural Resources Management*

*Bachelor's of Science (May 2015)*

#### MACOMB COMMUNITY COLLEGE

**GPA: 4.0**

**Sterling Heights, MI**

*Bachelor's of Science Natural*

*Resources Management (Mar 2013)*

### ADDITIONAL SKILLS

Superb use of Hand Tools

Excellent Customer Service

Perform Duties in All Weather  
Conditions

Maintain Great Communication, Verbal  
and Written

Aerial Lift Operation and Safety

Geographic Information System (GIS)  
Data Collection and Analysis

Tree Care

PPE

### CERTIFICATIONS

Chauffeur License



# Jacob A Stewart

Field Technician/Laborer

---

## PROFILE SUMMARY

I am an honest, responsible and hard working person.

I do what I'm told and am looking forward to learning new skills.

## PAST EXPERIENCE

**Forklift Operator** - Meijer, Bellville, MI

January 2017- July 2019

## CERTIFICATION

Hi-Lo Certification

## EDUCATION

Huron High School - 2014-2017

## CONTACT DETAILS

HOME ADDRESS: 15810 Beech Daly RD Taylor, MI 48180

CELL: 734. 772 .8650

# Juneau Property Maintenance

870 Capitol Ave., Lincoln Park, Michigan 48146 (313) 383-1468

## Jacob A. Stewart

374-23-2160

Has successfully completed a Michigan and EPA approved course in accordance with Title II of the Toxic Substance Control Act, 40 CFR 763 (AHERA) as amended 1994, MI P.A. 440 Of 1988 as amended and 40 CFR Part 61 (NESHAP Revision).

**FOR:**

**FORTY (40) - HOUR INITIAL ASBESTOS ABATEMENT TRAINING FOR  
CONTRACTORS AND SUPERVISORS**

Course Dates: August 5,6,7,8,9, 2019

Exam Date: August 9, 2019

Expiration Date: August 9, 2020

Training Location: 870 Capitol Ave.; Lincoln Park, MI

Certificate Number: CSI-2019 0121

*Jim Watts*

Jim Watts, Instructor

# Juneau Property Maintenance

870 Capitol Ave., Lincoln Park, Michigan 48146 (313) 383-1468

## James Edward Olinger II

373-76-7123

Has successfully completed a Michigan and EPA approved course in accordance with Title II of the Toxic Substance Control Act, 40 CFR 763 (AHERA) as amended 1994, MI P.A. 440 Of 1988 as amended and 40 CFR Part 61 (NESHAP Revision).

**FOR:**

**FORTY (40) - HOUR INITIAL ASBESTOS ABATEMENT TRAINING FOR  
CONTRACTORS AND SUPERVISORS**

Course Dates: August 5,6,7,8,9, 2019

Exam Date: August 9, 2019

Expiration Date: August 9, 2020

Training Location: 870 Capitol Ave.; Lincoln Park, MI

Certificate Number: CSI-2019 0122

*Jim Watts*

Jim Watts, Instructor

## EXHIBIT 5

### Officers.

Vincent Howard, Vice President

Rachelle Cleary, President

Exhibit 6

Certificate of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2021

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

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

<b>PRODUCER</b> VTC Insurance Group Troy Office 1175 W. Long Lake Stc. 200 Troy MI 48098-4960		<b>CONTACT</b> NAME: Customer Service PHONE (A/C, No, Ext): (248)828-3377 FAX (A/C, No): (248)828-3741 E-MAIL: ADDRESS:	
<b>INSURED</b> Vin Con Inc. 41130 E Ann Arbor Trail Plymouth MI 48170-4407		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Crum & Forster Specialty Insurance Company INSURER B: Progressive Michigan INSURER C: Liberty Mutual Insurance Company INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 44520 10187	

**COVERAGES**

CERTIFICATE NUMBER: CL2181161062

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	AADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPK136324	7/15/2021	7/8/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			03863012-0	7/8/2021	7/8/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EPX118462	7/15/2021	7/8/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		WC533SH20R78011	7/20/2021	7/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liability Error & Omissions Liability			EPK136324 EPK136324	07/15/2021 07/15/2021	07/08/2022 07/08/2022	\$1,000,000. each pollution condition \$1,000,000 each wrongful act

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

All operations of the named insured. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder; however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

**CERTIFICATE HOLDER**

(517)284-8929

Michigan Department of Licensing  
and Regulatory Affairs  
Asbestos Program  
P.O. Box 30671  
Lansing, MI 48909

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Alan Chandler/V27

© 1988-2014 ACORD CORPORATION. All rights reserved.

## Exhibit 7

### Letters and References



August 10, 2021

To Whom It May Concern

RE: Recommendation for Vin-Con, Inc.

Dear Sir or Madam:

Please accept this letter as my reference and recommendation for Vin-Con, Inc. and Vincent Howard as its owner on behalf of the entire City of Monroe Administration and our project team.

The City of Monroe has been aggressively pursuing strategic demolition of residential structures from a general blight remediation perspective, and also for the purpose of expanding the River Raisin National Battlefield Park along East Elm Avenue. Vin-Con, Inc. was the low bidder in 2020 on a grouping of six (6) such homes and two (2) out buildings on our former Public Services Department facility site. The contract was awarded by the City, and we found Mr. Howard's firm to be capable and communicative from the outset. Hazardous materials abatement was included in the contract scope for all applicable properties, and this work was coordinated by Vin-Con, with no issues.

Like many projects in 2020, the start of work was delayed somewhat but Vin-Con's previous project commitments that were impacted by State Executive orders prohibiting work during the spring. However, to his credit, Mr. Howard wished to fulfill his earlier commitments completely so that when he started within the City of Monroe, we were given his full attention. This paid off very well, as the properties in question were all demolished very methodically, quickly, and cleanly, and we had no complaints from adjacent property owners or the public. He scheduled his inspections promptly, kept our project manager informed daily of his current and projected activities, and backfilled and restored the sites as quickly as possible. As additional properties were purchased by the City, these were added via change order to Vin-Con's contract, such that the final contract included eleven (11) locations at a total cost of \$189,658. This contract has now been closed, as all work is completed successfully. Though the scope of his work was limited largely to one and two-story residential properties, I believe their capabilities would allow for additional types of commercial and multi-story work as well in the future.

The City of Monroe intends to keep Vin-Con, Inc. on our list of pre-qualified contractors for similar projects in the future, and we would not hesitate to work with them again. If you should need any further information, please feel free to contact me at any time.

Sincerely,

Patrick M. Lewis, P.E.  
Director of Engineering and Public Services



From: Vincent Howard ketchvin@msn.com  
Subject: Re: VIN-CON Letter of Recommendation  
Date: Aug 11, 2021 at 1:41:40 PM  
To: Hardcastle, Erin ehardcastle@eastpointecity.org

---

Perfect.

Sent from my iPhone

On Aug 11, 2021, at 1:36 PM, Hardcastle, Erin  
<ehardcastle@eastpointecity.org> wrote:

Hello,

This email serves as a letter of recommendation for Vince Howard, of VIN-CON, INC. VIN-Con, INC. has been the dedicated demolition contractor for the City of Eastpointe since 2019.

Mr. Howard has worked with the Building and Ordinance department to take down several unsafe structures during that time.

He has done the asbestos abatement, working with the State to ensure compliance with the notification and remediation process.

VIN-CON, INC. has handled the water and sewer disconnects with our director of DPW, Darin Paolucci, who has been happy with his work.

VIN-CON, INC. has handled the concrete replacement as well, including walks and curbs and finishing the site with grading, seed and straw.

We were also able to coordinate with our Fire Marshall and VIN-CON, INC. to use the structures to do training at the structures immediately prior to demolition.

Please reach out to me anytime with questions or if you would like to discuss further. I may be reached at the number below or on my cell at (586) 662-7182.

Thank you.

Respectfully;

Erin H. Hardcastle  
Building Official  
Director of Planning and Zoning  
City of Eastpointe  
(586) 204-3022



August 11, 2021

Van Buren Township  
Van Buren Township  
46425 Tyler Rd.  
Van Buren Twp., MI 48111

Re: Letter of Recommendation

*The City of Wixom has contracted with Vincent Howard of Vin-Con Inc. of Plymouth, MI for the demolition, removal and site restoration of one of our City owned Historical House in 2020. The contractor performed according to all requirements of the contract. The City was pleased with the performance of the company.*

*If anyone has any questions, just have them give me a call.*

Regards,

Deanna Magee  
Director of Community Services/Parks & Rec  
City of Wixom  
248.624.2850 Main Line  
248.560.1340 Direct Line  
dmagee@wixomgov.org

Community Services Department\* 49045 Pontiac Trail  
\*Wixom, MI 48393



August 10, 2021

DEPARTMENT OF PUBLIC SERVICE  
ONE CITY SQUARE, SUITE 320  
WARREN, MI 48093-5284  
(586) 574-4604  
FAX (586) 574-4517  
[www.cityofwarren.org](http://www.cityofwarren.org)

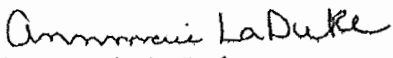
Kendyl Zantop  
Van Buren Township

**RE: Reference for Demolition**

Vin-Con-Incorporated completed one residential demolition project for the City of Warren at 23825 Woodrow Wilson, which was completed on April 13, 2021. The job was done satisfactorily.

If you have any questions, please feel free to contact me at 586-574-4604.

Sincerely,

  
Annmarie LaDuke  
Office Coordinator  
Public Service Department

## Project References and Contact Info;

- 1) City of Monroe, Toby Worrell, 734-777-8615
- 2) City of Eastpointe, Erin Hardcastle, 586-243-2058
- 3) City of Ypsilanti, Christopher Jacobs. 989-992-8457

## EXHIBIT 8

### Bid Bond

## Bid Bond

# AIA Document A310™ – 2010

**CONTRACTOR:**

*(Name, legal status and address)*

VIN-CON INC.  
41130 E. Ann Arbor Trl  
Plymouth, MI 48170

Bid Bond No. FED02508

**SURETY:**

*(Name, legal status and principal place of business)*

GRANITE RE, INC.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Pontiac  
47450 Woodward Ave  
Pontiac, MI 48342

**BOND AMOUNT:** Five Percent of the Bid Amount (5.00% of Bid Amount)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

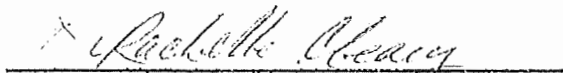
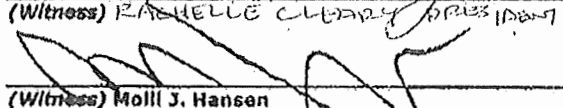
CDBG Demolition (Batch 17) For the City of Pontiac



The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of August, 2021

  
(Witness) RACHELLE CLEARY JONES ID# 17  
  
(Witness) Mollie J. Hansen

VIN-CON INC.  
(Principal)  (Seal)  
(Title) VINCENT HOWARD VICE PRESIDENT  
GRANITE RE, INC.  
(Surety)  (Seal)  
(Title) Connie Smith, Attorney-in-Fact

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU Its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, Its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

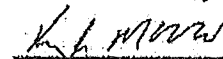
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of Its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



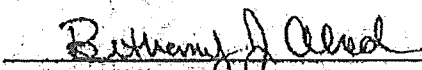
  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
Notary Public

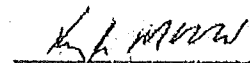
**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
15 day of MAY, 2019.



  
Kyle P. McDonald, Assistant Secretary

COPY I

**Bid Bond**



**AIA® Document A310™ - 2010**

**CONTRACTOR:**

*(Name, legal status and address)*

VIN-CON INC.  
41130 E. Ann Arbor Trl  
Plymouth, MI 48170

Bid Bond No. FED02508

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GRANITE RE, INC.  
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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*(Name, legal status and address)*

City of Pontiac  
47450 Woodward Ave  
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**BOND AMOUNT:** Five Percent of the Bid Amount (5.00% of Bid Amount)

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
CDBG Demolition (Batch 17) For the City of Pontiac

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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Signed and sealed this 25th day of August, 2021

(Witness) RACHELLE CLEARY PRESIDENT  
  
(Witness) Mollie J. Hansen

VIN-CON INC.  
(Principal)  
(Title) VINCENT HOWARD VICE PRESIDENT  
GRANITE RE, INC.  
(Surety)  
  
(Title) Connie Smith, Attorney-In-Fact



**GRANITE RE, INC.**  
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MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA     )  
  ) SS.  
COUNTY OF OKLAHOMA    )



  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
Notary Public


**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

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IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
25 day of JUL, 2020



  
Kyle P. McDonald, Assistant Secretary



# REQUEST TO SUBMIT BIDS FOR CDBG DEMOLITION (Batch 17) FOR THE CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing Home Demolition services for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1<sup>st</sup> Floor, Pontiac, MI 48342 plainly marked with "CDBG Demolition Bid Batch 17" until 3:00 p.m. EDT, Thursday, August 26, 2021, at which time they will be publicly opened.

It is sole responsibility of the individual, and/or entity submitting the bid, to ensure that their bid is physically deposited to the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected and unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the person and/or entity submitting the bid. **(NOTE: Electronic or faxed submissions will not be accepted)**

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

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the bid which it believes to be in the best interest of the City.

**All prospective bidders need to send an e-mail response to [lphillips@pontiac.mi.us](mailto:lphillips@pontiac.mi.us) the following information Firm name, Project Name, Contact Person, Telephone Number and E-Mail Address.**

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to Linnette Phillips and be received no later than five working days prior to the scheduled opening (these may be hand-delivered, mailed, or faxed to (248) 758-3029 or emailed to [lphillips@pontiac.mi.us](mailto:lphillips@pontiac.mi.us). A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office.

As shown below, any addendums issued will be located on the City of Pontiac's website:

<http://www.pontiac.mi.us/departments/finance/purchasing.php>

Its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2<sup>nd</sup> Floor, Pontiac, MI 48342

The selected firm shall agree to indemnify, defend, and hold harmless the City of Pontiac, its officers, agents, and employees from and against all claims, losses, costs or damages caused by his acts or those of his agents, or anyone for whom he may be responsible. The City disclaims any responsibility for injury to proposers, their agents, or to others while examining the work site or at any other time.

With regard to Home Demolition, the successful proposer shall agree to indemnify and hold the City harmless from any and all claims whatsoever arising out of, or occurring during, the performance of the services and occasioned directly or indirectly by its error or omission, negligence, or fault.

Prior to the City's entering into a contract, the successful proposer shall produce evidence satisfactory to the City of insurance coverage in types and amounts defined in Appendix D, and naming the City of Pontiac, Michigan as an additional insured thereon.


All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

This is a Federally Funded project. The contractor and subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer. Businesses owned by women or minorities are strongly encouraged to bid.

**BIDS DUE: THURSDAY, AUGUST 26, 2021 AT 3:00 PM EDT**

**NUMBER OF COPIES TO SUBMIT: TWO (2): One (1) Original and One (1) Copy**



## I. PURPOSE

The City of Pontiac is soliciting bids from qualified individuals for the purpose of Home Demolition, for sub-standard vacant residential structures for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications and licenses required by the City, County, State, and Federal Government.

## II. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide asbestos survey, asbestos remediation, and demolition activities ensuring the City of Pontiac Federal Programs can offer stability, security, and remove blight for the City of Pontiac residents.

## III. SCOPE OF WORK: Demolition and Disposal

A. The following scope of work and technical specifications shall apply to each and every home site to be demolished individually, and to the entire project.

The work in general consists of:

1. Demolition of the house, any accessory structures, garage or shed, basement walls and floors, foundations, footings, slabs, driveways up to curb line (excluding approach and public sidewalk), sidewalks on the private property up to the City sidewalks, and removal and disposal of landscaping (trees, shrubs & ornamentals), and removal and disposal of all building debris and any other debris on the site, such as junk vehicles and fences. All existing rubbish, trash, and junk apart from that of the demolished structures shall be removed and the entire site shall be left clear of such material. All items removed from the property shall be properly disposed of at a licensed public landfill.

a. The demolition contractor shall provide a waste manifest for the construction debris from each demolished dwelling/structure.

### 2. Backfilling Requirements;

a. Prior to backfilling, the Contractor must request a building inspection of the site and allow the inspector access to take any necessary photos, check for debris removal, and floor removal. The contractor must also provide for inspection of the sewer capping. In addition, a Building and Safety Department representative must be present prior to beginning of the backfilling process to ensure the requirements are met to their fullest.

b. Backfill material is to consist of sandy loam soil; no blue clay soil shall be used for any portion of the backfill; material used is to be entirely free of all foreign materials that include, but are not limited to clay, organic material vegetation, or site debris.

c. The contractor must compact the backfill in no more than 12-inch layers to not less than 90 percent unit weight; if sand is used in backfill material, the top 12-inches of fill may be clean fill dirt as described above. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.



- d. The contractor must grade the site to provide surface water drainage to minimize the pooling/collection of surface water and not create issues or problems to adjacent properties.
- e. The contractor must seed and straw the entire lot with perennial Blue Grass, or have a hydro-seed product installed after completion of finish grading before calling for a final inspection. Seeding shall be placed after April 15 and before October 1. A retainage amount of \$1,000 (one thousand dollars) per house will be held until final inspection is approved.
- f. The contractor must provide an affidavit, or sworn statement indicating the origin of the backfill to be used. If contractor has purchased the backfill to be used, please provide a proof of purchase/acquisition.
- g. Section 106 National Historic Preservation act of 1966 as amended: If at any time during the demolition process historic artifacts or places of significant interest are discovered, work must be stopped and the Community & Economic Development Director, Linnette Phillips, contacted at 248-758-3029. It shall be the responsibility of the City to contact the Oakland County Community & Home Improvement Division regarding the SHPO findings.

Historic archeological discoveries may include the following:

- Evidence of human activity
- Bones, burial sites or funerary
- Pottery, beads, tools, arrowheads, weapons
- Sculptures, monuments, fountains, boundary markers
- Ceremonial areas, religious or sacred materials
- Plant & animal communities

3. Provide and install traffic control signs, barricades, canopies, and flagmen when necessary and directed by Pontiac City Field Representative. A daily schedule of demolition needs to be submitted to the Community & Economic Development Director, Linnette Phillips at [lpillips@pontiac.mi.us](mailto:lpillips@pontiac.mi.us), so we can advise authorities of possible, temporary road closures.

4. The demolition contractor will furnish the City of Pontiac with project schedule within seven working days of receipt of contract.

5. Project must be completed within thirty days (30) days after signing demolition contract. The City's Project Engineering firm DCR Services and Construction has obtained all utility clearances for each property. (See item 8 below for water/sewer services)

6. Post advance notice of construction at each property location where the dwelling/structure is scheduled to be demolished a minimum of three (3) days before commencing work.

7. The Contractor is responsible for any damage to the existing adjacent City curbs/sidewalks that are caused by the demolition contractor's equipment. The demolition contractor shall provide wood planking or other protective measures to prevent damage/cracking of the existing city sidewalk/curbs/aprons by the demolition dozers, back hoe, etc.

8. The Contractor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.

9. The Contractor must secure a demolition and right-of-way permit from the City of Pontiac.

10. The Contractor must notify the occupants of adjacent properties (in writing) when the demolition will take place a minimum of 24 hours prior to demolition.

11. Each property location with an open hole, must have four feet (4') of plastic snow fencing (tied and staked down) at the perimeter of the Site excavation to minimize unauthorized site entry, or follow MIOSHA guidelines for open-hole barricades, if complete backfilling is not finished before the end of a workday unless approved otherwise by the Building Inspector. Open excavations shall not be left unsecured overnight.

#### B. WORK LOCATION

- 1 The work takes place at various locations throughout the City of Pontiac. See Proposal form for the listing of addresses.
- 2 Contractor must obtain firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect their work.

#### C. WORK SCHEDULE

- 1 All work shall be scheduled in advance with the City of Pontiac.
- 2 Contractor shall satisfactorily complete all work under this Contract within thirty (30) days.
- 3 Provide a timeline of when straw and grass seed work will be performed at the sites of the demolished properties.

#### D. CONFORMITY TO PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

1. All work shall conform to the plans, specifications, and contract documents submitted by the bidder and authorized by the City.

#### E. TEMPORARY FACILITIES

1. Implementation of temporary facilities in this section shall be coordinated with and subject to approval by the County Representative.

2. Electrical Power for Construction: All temporary electrical connections and equipment shall be provided by the contractor and maintained by him in accordance with the National Electrical Code as well as state and local rules and regulations. All temporary electrical work shall be removed by the contractor upon completion of the project.

3. Extra Work: All extra work that may be required by the Contractor will be estimated and paid for under provision of the General Conditions, contained within this document, which govern such work.

#### F. DISPOSAL

All rubbish, debris and other waste materials whatsoever, found on the work site, whether created by the demolition activities or otherwise, throughout the duration of the contract shall be removed and legally disposed of by the Contractor, at no additional cost to the City of Pontiac.

#### IV. REQUEST

In addition to the required form "Home Demolition Bid Batch 17" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½ "x 11" paper. There is no limit to pages submitted for complete response to this section:

Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractor's qualifications and ability to successfully provide the services requested.

- a) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.
- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.
- d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).
- e) Provide current Good Standing Certificate for the firm (if applicable).
- f) Provide organizational documents for the firm such as bylaws and operating agreement (if applicable).

- g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- h) Provide a list of board of directors and officers of firm (if applicable).
- i) Provide insurance as required in Appendix "D"
- j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- l) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide bid and performance bond as outlined in section "IX. BONDING REQUIREMENTS"

The City of Pontiac Michigan reserves the right to validate proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City.

The City reserves the right to waive any informality in bids, to accept any bid, and to reject any and all bids, should it be deemed in the best interest of the City to do so.

The City reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the City to be in the City's best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible.

The City reserves the right to include in the contract for services other terms and conditions not specifically set forth herein.

## **V. PROPOSED FEE**

Provide a fee for the services requested in the Scope of Services of work in the attached "CDBG Demolition Bid Batch 17" in Appendix A.

It is the City's intention to utilize the successful proposer's services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

## **VI. AGREEMENT**

Contract work on behalf of the City of Pontiac will be awarded to the lowest responsible bidder. These structures are vacant, and will be demolished under separate contract.



The Agreement with the contractor will detail the payment procedures and documentation needed for the services rendered. The billing submitted by the contractor must provide a written description of the work completed and include any necessary justification as/if necessary.

Billing will be required to have **ALL** the following listed below after services have been rendered, including but not limited to:

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notifications to State of Michigan;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each specific load of waste;
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Demolition Permit issued by City of Pontiac Building Safety Department;
- Right-of-Way Permit issued by City of Pontiac Department of Public Works
- Sewer Cap Disconnect Permit issued by Oakland County Water Resources Commissioner;
- Line-Item Invoice; and
- Waiver of Liens for all subcontractors.

**All payments will be made by electronic deposits from Oakland County to the contractor bank account. Note: There will not be any prepayments or deposits for any demolition work.**

## **VII. ADDITIONAL INFORMATION:**

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Linnette Phillips at (248) 758-3029. If contractor is not in possession of a Pontiac Business license then contractor shall procure said license once awarded.

- Agree to Section 3 Clause (Appendix "B")
- Debarment-Service provider has not been suspended from federal benefits as listed on [www.epls.gov](http://www.epls.gov)
- Conflict of Interest regulations found in 24CFR 570.611 (Appendix "C")
- The selected service provider will not use funds for lobbying, and will disclose any lobbying activities
- Other Applicable State and Local Laws

## VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "Home Demolition Bid Batch 16" clearly marked on the front to Thursday, August 26, 2021 at 3:00 P.M. EDT to the following:

**City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1<sup>st</sup> Floor, Pontiac, MI 48342**

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the Bid.

## IX. BONDING REQUIREMENTS

a) A bid guarantee is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. Bid bond to be included with bid.

**NOTE: If the Contracts or Subcontracts exceed \$50,000.00 you will need b) & c)**

b) A performance bond shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c) A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

If a contractor fails to deliver the required bonds, the bid will be rejected. The City of Pontiac reserves the right to reject a bid if the contractor can't provide a performance and payment bond within 5 days of a signed contract.

## X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3092, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.
- (3) Contractor is also required to file City of Pontiac income tax returns reporting and paying income tax on any net profits earned in the City.

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)

## APPENDIX A

### City of Pontiac CDBG -Demolition Program

#### > CDBG Demolition Bid Batch 17 <

##### Bidding Contractor:

Company Name: VIN-CON INC.  
Representative: VINCENT HOWARD  
Address: 41130 E. ANN ARBOR TR. City: PLYMOUTH Zip: 48170  
Office #: 313-356-7000 Fax #: 734-359-5180  
Cell#: 310-345-7000 Email: KETCHVIN@MSN.COM  
License#: 2101221782

Contractor will provide all labor & material for the following service work: The Contactor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.

##### Asbestos Surveys Batch 17 for the properties can be found here:

<https://www.dropbox.com/sh/fsuekddk8crgg75/AAAM0zXv7BNCInF045U0uU3la?dl=0>

##### Bid Price per Residential Property:

64-14-21-352-043

529 N Perry

\$ 6,580.-

Cost in Words for 529 N Perry SIX THOUSAND, FIVE HUNDRED, EIGHTY DOLLARS.

64-14-21-352-042

Lot N Perry

\$ 1,960.-

Cost in Words for Lot N Perry ONE THOUSAND, NINE HUNDRED, SIXTY DOLLARS.

64-19-04-102-001

195 S Blvd W

\$ 31,059.-

Cost in Words for 195 S Blvd W THIRTY ONE THOUSAND, FIFTY NINE DOLLARS.

64-14-28-436-019

497 E Pike (Garage Only)

\$ 2,800.-

Cost in Words 497 E Pike TWO THOUSAND, EIGHT HUNDRED DOLLARS.

64-14-30-477-010

68 Mark

\$ 14,560.-

Cost in Words for 68 Mark FOURTEEN THOUSAND, FIVE HUNDRED, SIXTY DOLLARS.

64-19-04-151-006

567 Franklin

\$ 17,655.-

Cost in Words for 567 Franklin SEVENTEEN THOUSAND, SIX HUNDRED, FIFTY FIVE DOLLARS.

64-14-21-254-007

554 E Kennett

\$ 6,040.-

Cost in Words for 554 E Kennett SIX THOUSAND, FORTY DOLLARS.

64-14-21-331-016

124 Oliver

\$ 11,640.-

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Cost in Words for 124 Oliver ELEVEN THOUSAND, SIX HUNDRED, FORTY DOLLARS

64-14-22-351-011 (Two Duplex's 778, 782, 786 & 790)

778 University \$ 17,790.-

Cost in Words for 778 University SEVENTEEN THOUSAND, SEVEN HUNDRED, NINETY DOLLARS

64-14-33-102-013

129 Judson \$ 11,782.-

Cost in Words for 129 Judson ELEVEN THOUSAND, SEVEN HUNDRED, EIGHTY TWO DOLLARS

64-19-04-134-016

200 Cedardale \$ 7,960.-

Cost in Words for 200 Cedardale SEVEN THOUSAND, NINE HUNDRED, SIXTY DOLLARS

64-14-20-452-011

79 Home \$ 8,490.-

Cost in Words for 79 Home EIGHT THOUSAND, FOUR HUNDRED, NINETY DOLLARS

64-14-28-459-035

415 Auburn \$ 27,130.-

Cost in Words for 415 Auburn TWENTY SEVEN THOUSAND, ONE HUNDRED THIRTY DOLLAR

64-14-28-331-010

104 N Jessie \$ 11,800.-

Cost in Words for 104 N Jessie ELEVEN THOUSAND, EIGHT HUNDRED DOLLARS

64-14-28-303-001

104 Union \$ 28,420.-

Cost in Words for 104 Union TWENTY EIGHT THOUSAND, FOUR HUNDRED TWENTY DOLLAR

Grand Total \$ 205,666.-

Grant Total Cost in Words TWO HUNDRED FIVE THOUSAND, SIX HUNDRED, SIXTY SIX DOLLARS

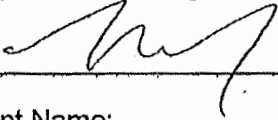
The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

**Please Note: Contractor will have a maximum of 30 days from the time the contract is signed to complete the project.**

Company Name:

VIN-CON INC.

Representative Signature:



Date:

08/26/2021

Print Name:

VINCENT HOWARD (VICE-PRESIDENT)

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## Site Specifications: DCR Batch 17

Batch	Parcel ID	Address	Street Name	Type	Sq. Ft.	Year Built	Stories	Basement Sq. Ft.	Garage Sq. Ft.
17	14-21-352-043	529	N Perry	Comm.	631	1920	1		
17	14-21-352-042	Lot	N Perry	Comm.	Lot		1		
17	19-04-102-001	195	South Blvd W	Comm.	3982	1910	1		
17	14-28-436-019	497	E Pike	Garage		1956			360
17	14-30-477-010	68	Mark	SFR	1588	1931	2	890	333
17	19-04-151-006	567	Franklin	Duplex	2354	1956	1		
17	14-21-254-007	554	E Kennett	SFR	763	1920	1	763	293
17	14-21-331-016	124	Oliver	SFR	1032	1920	2	543	360
<b>17</b>	<b>14-22-351-011</b>	<b>778/782</b>	<b>University</b>	<b>Duplex</b>	<b>1198</b>	<b>1942</b>	<b>1</b>	<b>1198</b>	
	<b>14-22-351-011</b>	<b>786/790</b>	<b>University</b>	<b>Duplex</b>	<b>1198</b>	<b>1942</b>	<b>1</b>	<b>1198</b>	
17	14-33-102-013	129	E Judson	SFR	1502	1910	2	720	
17	19-04-134-016	200	Cedardale	SFR	928	1929	1	754	373
17	14-20-452-011	79	Home	SFR	892	1910	1.75	510	260
17	14-28-459-035	415	Auburn	Comm.	4178	1921	1		
17	14-28-331-010	104	N Jessie	Comm.	1416	1940	1		
17	14-28-303-001	104	Union	Comm.	3968	1920			

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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 N/A

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

Company Name: VIN-CON INC.

Address: 41130 E. ANN ARBOR TR., PLYMOUTH, MI. 48170

Representative Signature: 

Print Name: VINCENT HOWARD

Title: VICE-PRESIDENT Date: 08/26/2021

Office # 313-356-7000 Cell # 310-345-7000

FAX # 734-359-5180 Email KETCHVIN@MSN.COM

Website: VINCONMI.COM Federal Tax I.D. #: 83-4293050

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## APPENDIX B

### Section 3 clause 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3.



**APPENDIX C  
CONFLICT OF INTEREST STATEMENT**

"Code of Standards of Conduct," 24 CFR Part 85.36 (b) (3): (Applicable to Community Development Block Grant Expenditures)


(3) Grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Date:

08/26/2021

Signature:



Printed name: VINCENT HOWARD



## APPENDIX D INSURANCE

### 1. INSURANCE

The Contractor shall provide to protect the City of Pontiac as outlined below.

### 2. LIMITS OF INSURANCE (See also Section 1 of the General Conditions)

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.

- 1) **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
- 2) **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.
- 3) **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 for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4) **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.
- 5) **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: Linnette Phillips, City of Pontiac 47450 Woodward Ave. Pontiac, MI 48342
- 6) **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, two (2) copies of Certificates of Insurance as well as the required endorsements.

- 7) **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.

### 3. INDEMNIFICATION CLAUSE

The Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of Pontiac, and all Additional Named Assured, in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the City of Pontiac, shall or may be retained by the City of Pontiac until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the City of Pontiac, or the City of Pontiac may collect the same in whole or in part in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a reasonable insurance company which meets with the approval of the City of Pontiac, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by his operations, acts, or omissions, or those of his subcontractors, agents, or employees in procuring work for the City of Pontiac. Such insurance coverage shall be in such amounts as are provided in public liability and property damage section herein, provided, however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the City of Pontiac, and each Additional Named Assured as their interest may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days' notice to the City of Pontiac and each Additional Named Assured, shall be given in writing prior to the cancellation of, or change in any such insurance."

### 4. EXTRAS

No claim for extra compensation because of either decrease or increase in quantities will be allowed. Contractor and Owner mutually agree that in the event the Contractor is to perform services beyond, or at variance with the Scope and total price of this Contract, such services must be mutually agreed to, in advance, in writing, with agreed upon price included. Accordingly, claims for the payment of

Extra Services must be substantiated by the Contractor with a written order signed by Owner or his authorized agent.

#### 5. EMERGENCY PHONE NUMBERS

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

#### 6. INCLUDED WORK


All items of work noted on the Plans or in the Specifications that are not specifically noted in the bid, shall be considered as included with the contract and shall be completed at no extra cost to the Owner.

#### 7. SUB-CONTRACTS

The Contractor shall not execute an Agreement with any Sub-Contractor or sub-subcontractor or permit any Sub-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified by: VINCENT HOWARD VIN-CON INC.

Its: VICE-PRESIDENT

Signature: 

Printed Name: VINCENT HOWARD

Date: 08/26/2021

## APPENDIX E

### STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

- a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

#### Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

#### 1 As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees.

The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.



d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.



14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- a. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

08/26/2021

Statement of Qualifications, Pr. Section 4. Of RFQ. "Home Demolition Bid Batch 17"

A. Vincent Howard. 313-356-7000. 41130 E.AnArbor Tr., Plymouth, MI. 48170. [ketchvin@msn.com](mailto:ketchvin@msn.com) 734-359-5180

B. VIN-CON INC. Is a full Demolition, Infrastructure, and Environmental Remediation, Contractor. The owners, and its, officers have been successfully performing and completing 100 %, projects of this nature and larger since 1990. See attached. Exhibit 7. Letters, and References.

C. See attached. Exhibit 2. State of Michigan Licenses

D. See attached. Exhibit 3. Articles of Incorporation. VIN-CON INC.

E. N/A

F. N/A

G. See attached. Exhibit 4. VIN-CON INC. Partial list Responsible staff members.

H. See attached. Exhibit 5. VIN-CON INC. Officers

I. See attached. Exhibit 6. Certificate of Insurance

J. See Attached. Exhibit 7. Letters and References

K. No litigation. Current or Previous.

L. Upon award of Project, VIN-CON INC will begin immediately , following all guidelines outlined in the proposal, in addition to local, state and federal

rules. Pay all fees, necessary, pull all permits, and notify all authorities involved with this project.

M. See attached. Exhibit 8. Bid Bond.

**EXHIBIT 2.**

**State of Michigan Licenses**

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

M210523 001 R -0052

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

VINCENT HOWARD  
41130 E ANN ARBOR TRAIL  
PLYMOUTH MI 48170

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

[www.michigan.gov/bpl](http://www.michigan.gov/bpl)

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

(517) 241-0199

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

VINCENT HOWARD  
41130 E ANN ARBOR TRAIL  
PLYMOUTH MI 48170

LICENSE NO. 2101221782 EXPIRATION DATE 05/31/2022 AUDIT NO 3413791

**Complaint Information**

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

GRETCHE WHITMER  
GOVERNOR

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

N907744

RESIDENTIAL BUILDER  
LICENSE

VINCENT HOWARD  
41130 E ANN ARBOR TRAIL  
PLYMOUTH MI 48170

LICENSE NO.  
2101221782

EXPIRATION DATE  
05/31/2022

AUDIT NO  
3413791

THIS DOCUMENT IS DULY ISSUED  
UNDER THE LAWS OF THE STATE  
OF MICHIGAN

Contractor Number  
C54944

Expiration Date  
8/13/2021

*State of Michigan*  
Department of Labor and Economic Opportunity

**VIN-CON Inc.**

has satisfactorily met the requirements of Michigan Public Act 135 of 1986,  
as amended, and is hereby recognized as a

**LICENSED ASBESTOS ABATEMENT CONTRACTOR**

**Type I (1 - 4 employees)**

The issuance of this license does not ensure that asbestos indemnification insurance coverage has been acquired by the licensee. This license is nontransferable.

MIO 3003 (03/2019)  
Authority: Michigan Public Act 135 of 1986, as amended

148157

VIN-CON Inc.  
41130 East Ann Arbor Trail  
Plymouth, MI 48170

The Michigan Department of Labor and Economic Opportunity (LEO) has reviewed and approved your application for a Michigan Asbestos Abatement Contractors License. The License Certificate is valid for a period of one year.

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

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

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

*Michael T. Mason*

Michael T. Mason  
Industrial Hygiene Manager

This is to certify that

# Vin-Con Inc.

has satisfactorily met the requirements of the Michigan Lead Abatement Act of 1998,  
and is hereby recognized as a

# LEAD ABATEMENT CONTRACTOR

Contractor number C-01064

This certification entitles the named persons to the rights and privileges afforded by the Act, as well as the authority to perform regulated lead-based paint activities in the State of Michigan until December 31, 2019.



## Healthy Homes Section

DCH-0650 (6/99)  
amended

C. L. L.

Manager, HHS

September 10, 2019

Authority: P.A.368 of 1978, as

## EXHIBIT 3

### Articles of Incorporation



**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

***This is to Certify that the*** ARTICLES OF INCORPORATION

***for***

VIN-CON INC.

**ID Number:** 802307763

***received by electronic transmission on*** April 04, 2019 ***, is hereby endorsed.***

***Filed on*** April 04, 2019 ***, by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 4th day of April, 2019.***

**Julia Dale, Director**

**Corporations, Securities & Commercial Licensing Bureau**

RACHELLE CLEARY

41130 E. ANN ARBOR TRAIL, PLYMOUTH, MI 48170 USA

#### ARTICLE VI

Any action required or permitted under the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares that have at least the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder that signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation that has custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders that would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and that have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

#### ARTICLE VII

A DIRECTOR OF THE CORPORATION SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR, EXCEPT FOR LIABILITY (I) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS STOCKHOLDERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR THAT INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (III) FOR VIOLATION OF SECTION 551 OF THE MICHIGAN BUSINESS CORPORATION ACT, OR (IV) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED ANY IMPROPER PERSONAL BENEFIT. IF THE MICHIGAN BUSINESS CORPORATION ACT IS AMENDED AFTER THIS PROVISION IS INCLUDED IN THE ARTICLES OF INCORPORATION TO AUTHORIZE CORPORATE ACTION FURTHER ELIMINATING OR LIMITING THE PERSONAL LIABILITY OF DIRECTORS, THEN THE LIABILITY OF A DIRECTOR OF THE CORPORATION SHALL BE ELIMINATED OR LIMITED TO THE FULLEST EXTENT PERMITTED BY THE MICHIGAN BUSINESS CORPORATION ACT, AS SO AMENDED.

ANY REPEAL OR MODIFICATION OF THE FOREGOING PARAGRAPH BY THE STOCKHOLDERS OF THE CORPORATION SHALL NOT ADVERSELY AFFECT ANY RIGHT OR PROTECTION OF A DIRECTOR OF THE CORPORATION EXISTING AT THE TIME OF SUCH REPEAL OR MODIFICATION.

Signed this 4th Day of April, 2019 by the Incorporator(s).

Signature	Title	Title if "Other" was selected
Rachelle Cleary	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

# MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

AC1

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Denise Whitehead - Couzens, Lansky, Fealk, Ellis, Roeder &amp; Lazar, P.C.

Address

39395 W. 12 Mile Road, Suite 200

City

Farmington Hills

State

Michigan

ZIP Code

48331

EXPIRATION DATE:  
DECEMBER 31,

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

## CERTIFICATE OF ASSUMED NAME

For use by Corporations, Limited Partnerships and Limited Liability Companies  
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1982 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned execute the following Certificate:

1. The name of the corporation, limited partnership, or limited liability company is:

VIN-CON INC.

2. The identification number assigned by the Bureau is:

802307763

3. The assumed name under which business is to be transacted is:

VINCON

4. This document is hereby signed as required by the Act.

COMPLETE ITEM 5 ON PAGE 3 IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 25<sup>th</sup> day of April, 2019

By

Rachelle Cleary

(Type or Print Name)

(Signature)

President

(Type or Print Title or Capacity)

(Limited Partnerships Only - Indicate Name of General Partner, if the General Partner is a corporation or other entity)



Preparer's Name Denise WhiteheadBusiness Telephone Number ( 248 ) 489-8600**INFORMATION AND INSTRUCTIONS**

1. This form may be used to draft your Certificate of Assumed Name. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Corporations, Securities & Commercial Licensing Bureau. The original will be returned to your registered office address unless you enter a different address in the box on the front of this document.  
  
Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. The certificate is effective for a period expiring on December 31 of the fifth full calendar year following the year in which it was filed, unless a Certificate of Termination is filed.
4. When the same name is assumed by more than one entity, each participant corporation, limited partnership, or limited liability company must simultaneously file a separate *Certificate of Assumed Name*. The assumed name will be effective for the same period for each participant.
5. Item 1 - The name is the name contained in the original, amended, or restated Articles of Incorporation, Certificate of Limited Partnership, or Articles of Organization. The name of a foreign corporation, limited partnership, or limited liability company, is that name under which it obtained its authority to transact business or conduct affairs in Michigan.
6. Item 2 - Enter the Identification number assigned by the Bureau. If this number is unknown, leave it blank.
7. The Certificate must be signed by:  
**CORPORATIONS:** an authorized officer or agent.  
**LIMITED PARTNERSHIPS:** a general partner.  
**DOMESTIC LIMITED LIABILITY COMPANIES:** a manager, if managed by one or more managers, a member if management remains in the members, or an authorized agent of the company.  
**FOREIGN LIMITED LIABILITY COMPANIES:** a person with authority to do so under the laws of the jurisdiction of its organization.
8. **NONREFUNDABLE FEES:** Make remittance payable to the State of Michigan. Include entity name and identification number on check or money order.

**CORPORATION OR LIMITED PARTNERSHIP..... \$10.00**  
**LIMITED LIABILITY COMPANY..... \$25.00**

Submit with check or money order by mail:

Michigan Department of Licensing and Regulatory Affairs  
 Corporations, Securities & Commercial Licensing Bureau  
 Corporations Division  
 P.O. Box 30054  
 Lansing, MI 48909

To submit in person:

2501 Woodlake Circle  
 Okemos, MI  
 Telephone: (517) 241-6470

Fees may be paid by check, money order, VISA, MasterCard,  
 or Discover when delivered in person to our office.

**COFS (Corporations Online Filing System):**This document may be completed and submitted online at [www.michigan.gov/corpfileonline](http://www.michigan.gov/corpfileonline).

Fees may be paid by VISA, MasterCard, or Discover.

Documents that are endorsed filed are available at [www.michigan.gov/corpenitysearch](http://www.michigan.gov/corpenitysearch). If the submitted document is not fileable, the notice of refusal to file and document will be available at the Rejected Filings Search website at [www.michigan.gov/corprejectedsearch](http://www.michigan.gov/corprejectedsearch).

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

## EXHIBIT 4

### List of Responsible Staff Members

## Vincent Howard

41130 E. Ann Arbor Tr.  
Plymouth, Michigan 48170  
310345-7000

### PROFILE

Over thirty years in the construction industry, Licensed Builder/ General Contractor in Michigan and California. Self employed Successful business owner since 1990, in the building, demolition, infrastructure, and environmental remediation industry. A dynamic leader, good communicator, and strong understanding of what it takes to run a successful contracting business.

### EXPERIENCE

#### PRESENT

Vice President, VIN-CON INC; Plymouth MI.

Involved with all aspects of the business, including contract negotiations, estimating, field operations, site safety, state, federal and local regulations

#### President, Vince Howard, Inc. Los Angeles, CA. 2005-2018

Licensed Builder/ General Contractor. Design Build Residential and Commercial buildings. Negotiate with clients, work with architects build or rehab structures.

#### President, Paloma Contracting, Detroit, MI. 2000-2005

Purchase and develop land for both residential and commercial properties, Plymouth, Dearborn, and Dearborn Heights. Acquire all state and local permits including wetland permits where necessary. Self Perform all site work, infrastructure, and concrete , structural and flat work.

#### President, Enkon Environmental Services, Inc. Prep-Con, Inc Livonia, MI

Full service environmental remediation, demolition, and infrastructure company.

Underground Storage Tank removal. Hazardous Waste remedial services.

### EDUCATION

Ferris State University. 1984-1986. Civil Engineering

University Of Michigan Dearborn 2002-2004

University California at Los Angeles 2005-2007

## **SKILLS/ CERTIFICATIONS**

Licensed Builder , State of Mi. Certified Asbestos Inspector, Lead inspector Risk Assessor

CDL HazMat certified. Licensed in all Heavy equipment

**ENHANCED COMMERCIAL DRIVER LICENSE**

DOB: 07-21-1965 ISS: 07-26-2019 EX: 07-21-2022

VINCENT HOWARD  
41130 EAST ANN ARBOR TRAIL  
PLYMOUTH, MI 48170-4407

Sex: M Hgt: 510 Eyes: BLU

Lic Type: E.C. End: CV 300

Restrictions: NONE

DD: 22041030120

**Vincent Howard**  
Lead Supervisor

Cert. number **P-08342**

Annual fee due by **March 31, 2020**

Appropriate refresher training and exam must be taken to renew this certification before **March 31, 2022**

**Vincent Howard**  
Lead Supervisor  
Lead Inspector/Risk Assessor  
EBL Investigator

Cert. number **P-08342**

Annual fee due by **March 31, 2020**

Appropriate refresher training and exam must be taken to renew this certification before **March 31, 2022**

**Asbestos Contractor/Supervisor**

Vincent Howard  
c/o Vin-Con, Inc.  
41130 East Ann Arbor Trail  
Plymouth, MI 48170

Accreditation Number **A54790**  
DOB: 07/21/1965

This individual has satisfactorily met or exceeded the requirements of Section 235 of the Toxic Substances Control Act to be accredited in the above discipline.

Accreditation card is not valid if altered.

141918

**Asbestos Inspector**

Vincent Howard  
c/o Vin-Con, Inc.  
41130 East Ann Arbor Trail  
Plymouth, MI 48170

Accreditation Number **A54790**  
DOB: 07/21/1965

This individual has satisfactorily met or exceeded the requirements of Michigan Public Act 440 of 1995, as amended, to be accredited as an Asbestos Inspector.

Accreditation card is not valid if altered.

141919

VINCENT HOWARD. GENERAL SUPERINTENDANT, SITE SAFETY OFFICER, EQUIPMENT OPERATOR,  
- CDL A HAZ WASTE,  
- ASBESTOS: SUPERVISOR/INSPECTOR  
- LEAD SUPERVISOR, INSPECTOR, ASSESSOR  
EBL INVESTIGATOR



# Certificate of Attendance

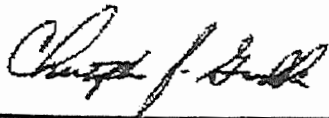
The National Demolition Association to presents this certificate to

## Vincent Howard

for attending the eight-hour

## Foundations of Demolition Risk Management Course

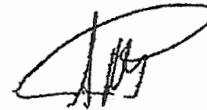
held in Boston, Massachusetts on October 25, 2019



Chris Godek, NDA President



NATIONAL  
DEMOLITION  
ASSOCIATION



Steve Schwartz, NDA Education  
Committee Chairman

# Certificate of Attendance

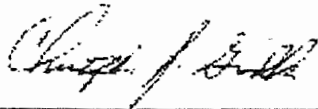
The National Demolition Association to presents this certificate to

## Vincent Howard

for attending the twelve-hour

## Foundations of Demolition Estimating Course

held in Phoenix, Arizona on September 26 - 27, 2019



Chris Godek, NDA President



NATIONAL  
DEMOLITION  
ASSOCIATION



Steve Schwartz, NDA Education  
Committee Chairman



Certificate Number: R-I-18379 -19-12974

# ETC Training Services Group

38900 W. Huron River Drive, Romulus, MI 48174-1159

(734) 955-6600

PRESENTS

*Vincent Howard*

SSN: \*\*\*-\*\*-1675

*with certification for having successfully completed the 8 hour/1 day course which meets the requirements for*

## Renovator Initial (English)

Per 40 CFR Part 745.225

Course date: Aug 05, 2019

Exam Date: August 05, 2019

Expiration date: August 05, 2024

Trainer

ETC President



7451 Third Street  
Detroit, MI 48202  
(313) 963-1433

This is to certify that  
**Vincent Howard**  
**XXX-XX-1675**

Has attended and successfully completed a 24-hour/3-day course  
Which meets the Accreditation Requirements for  
**BUILDING INSPECTOR INITIAL**

This course fulfills the requirements under TSCA Title II and is in compliance with 40 CFR 763  
and Michigan Public Act 440 of 1988 as amended

Training Dates: June 17-19, 2019

Exam Date: June 19, 2019

Expiration Date: June 19, 2020

Certification Number: 1675-061919

Stephen Dancy

Trainer



## Rachelle R. Cleary

VIN-CON INC / President  
Email [rachellecleary@gmail.com](mailto:rachellecleary@gmail.com)  
Cell (517) 404-1009

### Skills

- Leadership Development
- Interpersonal Skills
- Marketing/Promoting
- Problem-Solving
- Creativity

### Education

Lansing Community College  
-Liberal Arts/ General Studies

### Certifications

TCM Mastery Coach  
Emotion Code Practitioner  
NFPT - Personal Trainer Cert.  
Yoga Alliance -E-RYT Certification  
Chung Do Kwan- 1st Degree

### Training

- Presence Based Coaching
- Health Coaching Institute
- Advanced TCM Coaching
- Body Code Training
- EFT Training Seminar
- Google - SIY Seminar
- Marie Forleo's B-School

## PROFESSIONAL SUMMARY

Dynamic health and wellness coach who is passionate about educating and motivating individuals and groups in creating and sustaining positive change.

### Work History

doTERRA International - Natural Health and Wellness Educator  
Pleasant Grove, UT • 02/2013 - Current

- Developed and taught a plethora of wellness workshops and local events
- Prepared and presented clear and effective presentations using powerpoint slides with enthusiasm and confidence.
- Created and implemented promotions on continued natural health education for 3,600+ customers.
- Devoted private coaching sessions for team leaders on various issues, including goal setting, stress management, mindset and belief.
- Led a variety of team trainings, topics included customer service, self-care, time management, interpersonal skills and leadership development.

Local Yoga Studios - Yoga and Meditation Teacher  
Brighton, MI • 01/2001 - Current

- Led group discussions on yogic theory, breathwork and meditation techniques.
- Developed classes accessible to students of all levels, cultivating acceptance.
- Designed creative and unique mind-body classes weekly.
- Developed and executed marketing programs for mind-body workshops.
- Co-hosted International Yoga Retreats, including Bali and Italy.

Local Fitness Centers - Personal Trainer/Fitness Instructor

Brighton, MI • 01/2004 - 06/2014

- Developed individual programs based on ability and goals.
- Completed individual and group fitness assessments.
- Created and led outdoor bootcamps and group runs.
- Developed and promoted online fitness and weight loss challenges
- Designed all marketing materials for incentive and retention programs

Just Breathe Yoga, Fitness & Friends LLC - Business Owner  
Howell, MI • 01/2005 - 06/2008

- Discovered and developed a great passion of entrepreneurship
- Secured a space and renovated a 2,000 square foot ambient studio
- Developed and maintained website with class schedules and promotions
- Developed strong interpersonal skills in day to day student interactions
- Maintained daily administrative records, files and bookkeeping.

# Robert Madary Jr.

8904 Niver Ave  
Allen Park, MI 48101  
313-516-5182

## PROFILE

Over forty years in the demolition industry, Michigan, Ohio, Indiana , and Illinois. All aspects of Demolition, Dismantling, and Decommissioning of Structures.

## EXPERIENCE

### PRESENT

Associate, Estimator, Consultant, VIN-CON INC; Plymouth MI.

### General Superintendent, Adamo, Inc. Detroit, MI. 1995-2010

Oversee, and organize all aspects of Residential, Commercial, and Industrial Demolition Projects.

### Project Manager, Enkon Environmental Services, Inc. 1992-1995

Set Up, Schedule all Environmental Remediation Projects, Between field services, administrative, Local, State, and Federal Authorities, as well as organize sub contractors and suppliers from project start to project completion.

### Foreman/ Operator. IUOE Local 324, Zabrowski and Associates 1978-1992

Run day to day field operations for residential, commercial demolition activities.

## EDUCATION

Wayne State University 1974-1978

## SKILLS/ CERTIFICATIONS

International Union of Operating Engineers, Journeyman.

State of Michigan Certified asbestos supervisor

EPA OSHA Certified HAZ-WOPPER

State of MI. CDL

# Jacob A Stewart

Field Technician/Laborer

---

## PROFILE SUMMARY

I am an honest, responsible and hard working person.

I do what I'm told and am looking forward to learning new skills.

## PAST EXPERIENCE

Forklift Operator - Meijer, Bellville, MI

January 2017- July 2019

## CERTIFICATION

Hi-Lo Certification

## EDUCATION

Huron High School - 2014-2017

## CONTACT DETAILS

HOME ADDRESS: 15810 Beech Daly RD Taylor, MI 48180

CELL: 734.772.8650

# ANDREW VERELLEN

## PROJECT MANAGER

### EXPERIENCE

#### ARBORIST/TREE CLIMBER

*DMV Tree Services, Valparaiso, FL | Sep 2020 - Aug 2021*

Trim, top, and reshape trees to achieve attractive shapes and to remove low-hanging branches.

Drag brush, chuck logs, run rope, removals, prune, clean out, rigging.

Operate a chainsaw to clear cut timber.

Hand dig area between old and new poles to ensure enough room to transfer wires, dips etc to new poles.

Demonstrate excellent customer communication and satisfaction.

#### DRYWALL INSTALLER AND TAPER

*PV Construction, Washington, MI | Jun 2015 - Mar 2020*

Measure and cut drywall panels to fit in and around specific spaces such as doors, windows, electrical outlets, and lighting fixtures.

Install drywall panels to wood or metal studs.

Use drywall compound to fill in and cover joints, screws, nails, and other imperfections.

Sand joint compound once dry and apply drywall tape.

Create textured surfaces when requested.

Perform other related duties as assigned.

#### GRAND VALLEY STATE UNIVERSITY

Allendale, MI

*Completed coursework towards*

*Natural Resources Management*

*Bachelor's of Science (May 2015)*

#### MACOMB COMMUNITY COLLEGE

GPA: 4.0

Sterling Heights, MI

*Bachelor's of Science Natural*

*Resources Management (Mar 2013)*

### ADDITIONAL SKILLS

Superb use of Hand Tools

Excellent Customer Service

Perform Duties in All Weather  
Conditions

Maintain Great Communication, Verbal  
and Written

Aerial Lift Operation and Safety

Geographic Information System (GIS)

Data Collection and Analysis

Tree Care

PPE

### CERTIFICATIONS

Chauffeur License



# Juneau Property Maintenance

870 Capitol Ave., Lincoln Park, Michigan 48146 (313) 383-1468

## Jacob A. Stewart

374-23-2160

Has successfully completed a Michigan and EPA approved course in accordance with Title II of the Toxic Substance Control Act, 40 CFR 763 (ASHERA) as amended 1994, MI P.A. 440 of 1988 as amended and 40 CFR Part 61 (NESHAP Revision).

**FOR:**  
**FORTY (40) - HOUR INITIAL ASBESTOS ABATEMENT TRAINING FOR**  
**CONTRACTORS AND SUPERVISORS**

Certificate Number: CSI-2019 0121

Course Dates: August 5,6,7,8,9, 2019

Exam Date: August 9, 2019

Expiration Date: August 9, 2020

Training Location: 870 Capitol Ave.; Lincoln Park, MI

*Jim Watts*  
Jim Watts, Instructor

# Juneau Property Maintenance

870 Capitol Ave., Lincoln Park, Michigan 48146 (313) 383-1468

## James Edward Olinger II

373-76-7123

Has successfully completed a Michigan and EPA approved course in accordance with Title II of the Toxic Substance Control Act, 40 CFR 763 (AHERA) as amended 1994, MI P.A. 440 of 1988 as amended and 40 CFR Part 61 (NESHAP Revision).

**FOR:**

**FORTY (40) - HOUR INITIAL ASBESTOS ABATEMENT TRAINING FOR  
CONTRACTORS AND SUPERVISORS**

Course Dates: August 5,6,7,8,9, 2019

Exam Date: August 9, 2019

Expiration Date: August 9, 2020

Training Location: 870 Capitol Ave.; Lincoln Park, MI

Certificate Number: CSI-2019 0122

*Jim Watts*  
Jim Watts, Instructor

## EXHIBIT 5

### Officers.

Vincent Howard, Vice President

Rachelle Cleary, President

Exhibit 6

Certificate of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2021

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

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

<b>PRODUCER</b> VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960		<b>CONTACT</b> NAME: Customer Service PHONE (A/C, No, Ext): (248)828-3377 FAX (A/C, No): (248)828-3741 E-MAIL ADDRESS:	
<b>INSURED</b> Vin Con Inc. 41130 E Ann Arbor Trail Plymouth MI 48170-4407		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Crum & Forster Specialty Insurance Company INSURER B: Progressive Michigan INSURER C: Liberty Mutual Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 44520 10187	

## COVERAGES

CERTIFICATE NUMBER: CL2181161062

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK136324	7/15/2021	7/8/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			03863012-0	7/8/2021	7/8/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPX118462	7/15/2021	7/8/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC533SB20R78011	7/20/2021	7/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liability Error & Omissions Liability			EPK136324 EPK136324	07/15/2021 07/15/2021	07/08/2022 07/08/2022	\$1,000,000. each pollution condition \$1,000,000 each wrongful act

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

All operations of the named insured. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder; however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

## CERTIFICATE HOLDER

(517)284-8929

Michigan Department of Licensing  
and Regulatory Affairs  
Asbestos Program  
P.O. Box 30671  
Lansing, MI 48909

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Alan Chandler/V27

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## Exhibit 7

### Letters and References



August 10, 2021

To Whom It May Concern

RE: Recommendation for Vin-Con, Inc.

Dear Sir or Madam:

Please accept this letter as my reference and recommendation for Vin-Con, Inc. and Vincent Howard as its owner on behalf of the entire City of Monroe Administration and our project team.

The City of Monroe has been aggressively pursuing strategic demolition of residential structures from a general blight remediation perspective, and also for the purpose of expanding the River Raisin National Battlefield Park along East Elm Avenue. Vin-Con, Inc. was the low bidder in 2020 on a grouping of six (6) such homes and two (2) out buildings on our former Public Services Department facility site. The contract was awarded by the City, and we found Mr. Howard's firm to be capable and communicative from the outset. Hazardous materials abatement was included in the contract scope for all applicable properties, and this work was coordinated by Vin-Con, with no issues.

Like many projects in 2020, the start of work was delayed somewhat but Vin-Con's previous project commitments that were impacted by State Executive orders prohibiting work during the spring. However, to his credit, Mr. Howard wished to fulfill his earlier commitments completely so that when he started within the City of Monroe, we were given his full attention. This paid off very well, as the properties in question were all demolished very methodically, quickly, and cleanly, and we had no complaints from adjacent property owners or the public. He scheduled his inspections promptly, kept our project manager informed daily of his current and projected activities, and backfilled and restored the sites as quickly as possible. As additional properties were purchased by the City, these were added via change order to Vin-Con's contract, such that the final contract included eleven (11) locations at a total cost of \$189,658. This contract has now been closed, as all work is completed successfully. Though the scope of his work was limited largely to one and two-story residential properties, I believe their capabilities would allow for additional types of commercial and multi-story work as well in the future.

The City of Monroe intends to keep Vin-Con, Inc. on our list of pre-qualified contractors for similar projects in the future, and we would not hesitate to work with them again. If you should need any further information, please feel free to contact me at any time.

Sincerely,

Patrick M. Lewis, P.E.  
Director of Engineering and Public Services

From: Vincent Howard ketchvin@msn.com  
Subject: Re: VIN-CON Letter of Recommendation  
Date: Aug 11, 2021 at 1:41:40 PM  
To: Hardcastle, Erin ehardcastle@eastpointecity.org

---

Perfect.

Sent from my iPhone

On Aug 11, 2021, at 1:36 PM, Hardcastle, Erin  
<ehardcastle@eastpointecity.org> wrote:

Hello,

This email serves as a letter of recommendation for Vince Howard, of VIN-CON, INC. VIN-Con, INC. has been the dedicated demolition contractor for the City of Eastpointe since 2019.

Mr. Howard has worked with the Building and Ordinance department to take down several unsafe structures during that time.

He has done the asbestos abatement, working with the State to ensure compliance with the notification and remediation process.

VIN-CON, INC. has handled the water and sewer disconnects with our director of DPW, Darin Paolucci, who has been happy with his work.

VIN-CON, INC. has handled the concrete replacement as well, including walks and curbs and finishing the site with grading, seed and straw.

We were also able to coordinate with our Fire Marshall and VIN-CON, INC. to use the structures to do training at the structures immediately prior to demolition.

Please reach out to me anytime with questions or if you would like to discuss further. I may be reached at the number below or on my cell at (586) 662-7182.

Thank you.

Respectfully;

Erin H. Hardcastle  
Building Official,  
Director of Planning and Zoning  
City of Eastpointe  
(586) 204-3022





August 11, 2021

Van Buren Township  
Van Buren Township  
46425 Tyler Rd.  
Van Buren Twp., MI 48111

Re: Letter of Recommendation

*The City of Wixom has contracted with Vincent Howard of Vin-Con Inc. of Plymouth, MI for the demolition, removal and site restoration of one of our City owned Historical House in 2020. The contractor performed according to all requirements of the contract. The City was pleased with the performance of the company.*

*If anyone has any questions, just have them give me a call.*

Regards,

Deanna Magee  
Director of Community Services/Parks & Rec  
City of Wixom  
248.624.2850 Main Line  
248.560.1340 Direct Line  
dmagee@wixomgov.org

Community Services Department\* 49045 Pontiac Trail  
\*Wixom, MI 48393



DEPARTMENT OF PUBLIC SERVICE  
ONE CITY SQUARE, SUITE 320  
WARREN, MI 48093-5284  
(586) 574-4604  
FAX (586) 574-4517  
[www.cityofwarren.org](http://www.cityofwarren.org)

August 10, 2021

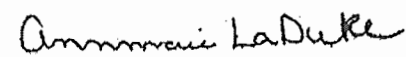
Kendyl Zantop  
Van Buren Township

**RE: Reference for Demolition**

Vin-Con-Incorporated completed one residential demolition project for the City of Warren at 23825 Woodrow Wilson, which was completed on April 13, 2021. The job was done satisfactorily.

If you have any questions, please feel free to contact me at 586-574-4604.

Sincerely,

  
Annmarie LaDuke  
Office Coordinator  
Public Service Department

## Project References and Contact Info;

- 1) City of Monroe, Toby Worrell, 734-777-8615
- 2) City of Eastpointe, Erin Hardcastle, 586-243-2058
- 3) City of Ypsilanti, Christopher Jacobs. 989-992-8457

## EXHIBIT 8

### Bid Bond

## Bid Bond

# AIA Document A310™ - 2010

**CONTRACTOR:**

(Name, legal status and address)

VIN-CON INC.  
41130 E. Ann Arbor Trl  
Plymouth, MI 48170

Bid Bond No. FED02508

**SURETY:**

(Name, legal status and principal place of business)

GRANITE RE, INC.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

City of Pontiac  
47450 Woodward Ave  
Pontiac, MI 48342

**BOND AMOUNT:** Five Percent of the Bid Amount (5.00% of Bid Amount)

**PROJECT:**

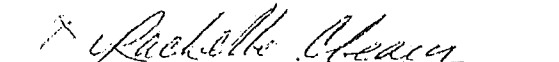
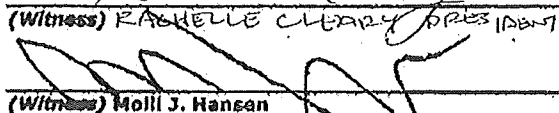
(Name, location or address, and Project number, if any)  
CDBG Demolition (Batch 17) For the City of Pontiac


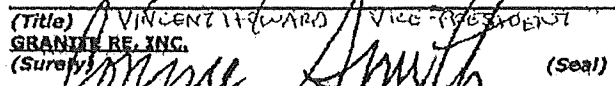
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of August, 2021

  
(Witness) RACHELLE CLEARY PRESIDENT  
  
(Witness) Mollie J. Hansen

VIN-CON INC.  
(Principal)  (Seal)  
(Title) VINCENT HOWARD VICE-PRESIDENT  
GRANITE RE, INC.  
(Surety)  (Seal)  
(Title) Connie Smith, Attorney-in-Fact

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## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL;  
ELIOT MOTU Its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds; and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL;  
ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President

*Kyle McDonald*  
 \_\_\_\_\_  
 Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



Bethany J. Alred  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 11th day of July, 2011.



Kyle P. McDonald, Assistant Secretary

# ANDREW VERELLEN

## PROJECT MANAGER

### EXPERIENCE

#### ARBORIST/TREE CLIMBER

*DMV Tree Services, Valpariso, FL / Sep 2020 - Aug 2021*

Trim, top, and reshape trees to achieve attractive shapes and to remove low-hanging branches.

Drag brush, chuck logs, run rope, removals, prune, clean out, rigging.

Operate a chainsaw to clear cut timber.

Hand dig area between old and new poles to ensure enough room to transfer wires, dips etc to new poles.

Demonstrate excellent customer communication and satisfaction.

#### DRYWALL INSTALLER AND TAPER

*PV Construction, Washington, MI / Jun 2015 - Mar 2020*

Measure and cut drywall panels to fit in and around specific spaces such as doors, windows, electrical outlets, and lighting fixtures.

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Perform other related duties as assigned.

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Allendale, MI

*Completed coursework towards  
Natural Resources Management  
Bachelor's of Science (May 2015)*

#### MACOMB COMMUNITY COLLEGE

GPA: 4.0

Sterling Heights, MI

*Bachelor's of Science Natural  
Resources Management (Mar 2013)*

### ADDITIONAL SKILLS

Superb use of Hand Tools

Excellent Customer Service

Perform Duties in All Weather  
Conditions

Maintain Great Communication, Verbal  
and Written

Aerial Lift Operation and Safety

Geographic Information System (GIS)  
Data Collection and Analysis

Tree Care

PPE

### CERTIFICATIONS

Chauffeur License

**#9**

# **RESOLUTION**





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

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

**FROM:** Linnette Phillips, Director, Economic Development

**THROUGH:** Mayor Deirdre Waterman

**DATE:** November 16, 2021

**RE:** Resolution to Reprogram Senior Housekeeping Services to Sidewalks - Recommending Project Allocations for Community Development Block Grant (CDBG) Program Years 2019 and 2020

---

The City of Pontiac (COP) was awarded \$50,000 in both PY2109 and 2020 to provide Housekeeping Services to citizens. The amount for both years totals \$100,000. As a result of the Covid-19 pandemic, seniors did not want strangers in their home providing the service, nor did the contractor want to provide the service of going into senior residents homes. A recommendation is being made to reprogram the funds to repair sidewalks throughout the COP. As you may be aware the sidewalks in all seven districts are in need of repair and the cost to fix them has continually been increasing. We therefore, propose the total \$100,000 be reprogrammed to repair COP sidewalks. The funds are available for calendar year 2021 and 2022.

Sidewalks - \$50,000 + \$50,000 for a total of \$100,000 for PY2019 and PY2020 with repairs to be done in calendar years 2021 and 2022.

Resolution Following Next Page



## **CITY OF PONTIAC CITY COUNCIL**

### **RESOLUTION TO REPROGRAM SENIOR HOUSEKEEPING SERVICES TO SIDEWALK REPAIRS PROPOSED RECOMMENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS FOR PROGRAM YEARS 2019 AND 2020**

*Whereas, the City of Pontiac is requesting to Reprogram Senior Housekeeping Services funding; comprised of \$50,000 from Program Year 2019 and \$50,000 from Program Year 2020; and*

*Whereas, the total of \$100,000 is recommended for reprogramming for Sidewalk Repairs throughout the City of Pontiac within all seven districts.*

*Whereas, the following project be considered:*

*Sidewalks - \$00,000 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 Senior Housekeeping Services with CDBG funds from both Program Years 2019 and 2020 are proposed, recommending the total \$100,000 funds be available for Sidewalk Repairs.*

# CITY OF PONTIAC



## CITY OF PONTIAC CITY COUNCIL

### NOTICE OF PUBLIC HEARING

#### **TO REPROGRAM CDBG SENIOR HOUSEKEEPING SERVICES FROM PROGRAM YEARS 2019 AND 2020 TO PROPOSED RECOMMENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SIDEWALK REPAIR PROJECT FOR PROGRAM YEAR 2020**

NOTICE IS HEREBY GIVEN that the City of Pontiac will hold a public hearing to reprogram Community Development Block Grant (CDBG) funding for Senior Housekeeping Services from Program Years 2019 and 2020. Due to the Covid- 19 pandemic, seniors did not want agency workers to come into their homes, nor were the agency workers available to provide the services. The funds are proposed recommending the entire \$100,000 be reprogrammed for Sidewalk Repairs.

**Public Comment** For individuals who desire to make a public comment, please submit your name and comment in writing to [publiccomments@pontiac.mi.us](mailto:publiccomments@pontiac.mi.us) by 5:00 PM, November 29, 2021. Additionally, you may submit your public comment in writing directly to the Office of the Interim City Clerk [gdoyle@pontiac.mi.us](mailto:gdoyle@pontiac.mi.us)

The hearing will be held on **Tuesday, November 30, 2021 at 6:00 pm at the City of Pontiac City Council Chambers at Pontiac City Hall, 47450 Woodward Avenue, 2<sup>nd</sup> Floor in Pontiac, Michigan.**

**#10**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

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

**FROM:** Darin Carrington, Finance Director

**CC:** Honorable Mayor Deirdre Waterman; Attorney Anthony Chubb

**DATE:** November 10, 2021

**RE:** **Proposed Enhanced Pension Benefit**

---

The City has been working over the last several years to address the issues surrounding retiree pension and health care benefits. As part of these efforts, a New VEBA has been created to address retiree health care. This VEBA will be funded in part from excess assets from the City's General Employee Retirement System (GERS) and the assets from the Police & Fire VEBA.

Once these assets are transferred to the VEBA, the funding level of GERS will be at 130%. Meaning that the projected liabilities of GERS will be covered by the assets of GERS at a ratio of 130%.

For the last several years, many of the City's retirees have been receiving a temporary \$400 supplemental monthly pension payment. This supplemental payment has been authorized annually by City Council. The current supplemental payment is scheduled to end on December 31, 2020. Currently, the VEBA is set to begin providing health care benefits on February 1, 2022. Additionally, there are certain members of GERS (e.g. former hospital employees) who are not eligible for the health care benefits that will be provided by the VEBA.

Given the fact that GERS will have a 130% funded level, the Administration has been looking at ways to utilize this over-funded status to increase the amount of financial support provided to retirees. The attached presentation provides details on a proposed Enhanced Pension Benefit. This benefit would provide retirees with a monthly payment in addition to their regular pension payment.

State law requires an actuarial analysis be done to calculate the costs of any changes in pension benefits. In order to further analyze this proposed benefit we are hereby requesting that the City Council adopts the following resolutions to have the needed actuarial studies for the proposed enhanced pension benefit.

**City of Pontiac**

**PONTIAC CITY COUNCIL**

At a regular meeting of the Pontiac City Council ("City Council") held on \_\_\_\_\_, 2021.

**WHEREAS**, City's GERS retirees currently receive a \$400 supplemental pension payment ("Supplemental Payment") and this payment is set to expire on December 31, 2021. The City desires to determine the costs for implementing a permanent Enhanced Pension Benefit

**WHEREAS**, MCL §38.1140h(5) requires that a supplemental actuarial analysis concerning the costs for any additional pension benefits be conducted by the GERS system's actuary prior to implementing additional benefits;

**WHEREAS**, MCL §38.1140h(5) requires that any supplemental actuarial analysis be paid for by the City (not the retirement system); and

**WHEREAS**, the City desires to have a supplemental actuarial analysis evaluating the financial viability of an Enhanced Pension Benefit be conducted and adopts the following resolutions:

**RESOLVED**, that the Reestablished GERS's Board of Trustees are directed to have the system's actuary conduct the supplemental actuarial analysis required by MCL §38.1140h(5) for purposes of a permanent Enhanced Pension Benefit; and

**FURTHER RESOLVED**, that the City shall pay for the cost of the supplemental actuarial analysis.

**City of Pontiac**

**PONTIAC CITY COUNCIL**

At a regular meeting of the Pontiac City Council ("City Council") held on \_\_\_\_\_, 2021.

**WHEREAS**, Certain of the City's Police and Fire retirees currently receive a \$400 supplemental pension payment ("Supplemental Payment") and this payment is set to expire on December 31, 2021. The City desires to determine the costs for implementing a permanent Enhanced Pension Benefit to the Police and Fire Retirement System's retirees;

**WHEREAS**, MCL §38.1140h(5) requires that a supplemental actuarial analysis concerning the costs for any additional pension benefits be conducted by the Police and Fire Retirement System's actuary prior to implementing additional benefits;

**WHEREAS**, MCL §38.1140h(5) requires that any supplemental actuarial analysis be paid for by the City (not the retirement system); and

**WHEREAS**, the City desires to have a supplemental actuarial analysis evaluating the financial viability of an Enhanced Pension Benefit be conducted and adopts the following resolutions:

**RESOLVED**, that the Police and Fire Retirement System's Board of Trustees are directed to have the system's actuary conduct the supplemental actuarial analysis required by MCL §38.1140h(5) for purposes of a permanent Enhanced Pension Benefit; and

**FURTHER RESOLVED**, that the City shall pay for the cost of the supplemental actuarial analysis.

**#11**

**RESOLUTION**





# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

---

**TO:** Honorable City Council President Williams and City Council

**FROM:** Alexandra Borngesser, Grants

**THROUGH:** Darin Carrington, Finance Director

**DATE:** November 16, 2021

**RE:** Resolution to approve a budget amendment for fiscal year 2021-22 to allocate a total of \$180,000 in American Rescue Plan Funding as a matching grant to The Pontiac Skate Park Project, 'The Skate Park Project' (formerly the Tony Hawk Foundation) grant awardee.

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### EXECUTIVE SUMMARY

The Pontiac Skate Park Project was awarded \$250,000 in matching funds from 'The Skate Park Project' (formerly known as the Tony Hawk Foundation) for the construction of a free public skate park in addition to \$50,000 to fund project design costs that specifically intend to lessen the environmental impact of the skate park. With the use of these matching funds, the Pontiac Skate Park Project will be able to build a 10,000 square foot concrete skate park in Pontiac by November 2022. The Pontiac Skate Park Project and the Executive Office of Mayor Waterman kindly request the committal of the required remaining \$180,000 in matching funds from the City of Pontiac's American Rescue Plan Award funds to supplement the \$70,000 raised by the Pontiac Skate Park Project in pursuit of \$250,000 in matching funds awarded, thus establishing \$500,000 in total for the project.

### STATEMENT OF NEED

At this time, there is only one skate park in the city of Pontiac, a makeshift park created from an old tennis court. The poor condition of the park can be illustrated by the grass growing up from the pavement and the remnant of old tennis nets.

Presently, there are no organized skate-based activities in Pontiac. With the construction and maintenance of a public skate park, the city would be able to engage in and the facilitation of community programming such as skating classes, roller derby, camps, and STEAM learning opportunities. The skate park will provide an outlet for youth and a place for physical activity and exercise for all residents. Recently, the Pontiac Skate Park Project held an event in partnership with Main Street Pontiac's Pontiac Phoenix Races STEAM program and provided an opportunity for kids to learn how to build their own skateboards—the children also learned to skate and were provided with safety equipment. This type of programming event could be easily recreated in a multitude of ways if there was a skate park facility such as the one seeking funding.

This project will be a conduit for outdoor recreation, youth programming, and new engaging activities for Pontiac residents and will be an attraction for residents in nearby communities. The strong draw of a skate park facility of this size and grandeur will help bring new customers to local establishments and shops and will promote commerce and new patronage. The skate park and all of its benefits would help push Pontiac further along in the quest to become a destination city.

#### **AMERICAN RESCUE PLAN ELIGIBILITY**

The COVID-19 pandemic created an immediate and immense need for outdoor recreation facilities that allow for physical activity, leisure, and activity that, if needed, can occur with social distancing protocols in place. A 10,000 square foot free and public skate park could be a solution to the aforementioned needs.

According to one CDC report, which surveyed adults across the U.S. in late June of 2020, 31% of respondents reported symptoms of anxiety or depression, 13% reported having started or increased substance use, 26% reported stress-related symptoms, and 11% reported having serious thoughts of suicide in the past 30 days. These numbers are nearly double the rates we would have expected before the pandemic. As in prior studies, this survey showed that risk factors for reporting anxiety symptoms or suicidal ideation included food insufficiency, financial concerns, and loneliness. There is clear evidence that the pandemic has not affected all Americans equally.

As is often the case, unfortunately, the most vulnerable among us are also feeling the mental health effects most intensely. Job loss, housing instability, food insecurity, and other risk factors for poor outcomes have disproportionately impacted disadvantaged communities. A joint research project between Instinct Laboratory and Flo skate park has shown that there's a strong correlation between people who skateboard and improved mental health – skateboarding can “reduce stress, increase confidence, and provide escapism.” An investment in a skate park in Pontiac is an investment in Pontiac's mental and physical health.

#### **PROJECT PLANS**

The City has a Parks and Recreation Master Plan that was created using the Guidelines for the Development of Community Park, Recreation, Open Space, and Greenway Plans by the Michigan Department of Natural Resources and it is intended to enable the city to be eligible to apply for grant funding from various agencies and work toward implementing the documented recommendations. The Parks and Recreation Master Plan incorporates input from public comment periods and public hearings and was adopted by the Pontiac City Council at a special meeting held on January 29, 2021. This document includes plans for a public skate park, cleanup of the existing park, adequate lighting, and environmental impact measures.

With the funding provided by the Skate Park Project, funds already raised by the Pontiac Skate Park Project, and matching funds from The City of Pontiac, the Pontiac Skate Park Project could build a free public 10,000 square foot park.

Resolution on Following Page



## **CITY OF PONTIAC CITY COUNCIL**

### **RESOLUTION TO APPROVE A BUDGET AMENDMENT FOR FISCAL YEAR 2021-22 TO ALLOCATE A TOTAL OF \$180,000 FROM AMERICAN RESCUE PLAN FUNDING AS A MATCHING GRANT TO THE PONTIAC SKATE PARK PROJECT, 'THE SKATE PARK PROJECT' (FORMERLY THE TONY HAWK FOUNDATION) GRANT AWARDEE.**

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

*Whereas, the Pontiac Skate Park Project was awarded \$250,000 in matching funds for the construction of a free public skate park in addition to \$50,000 to fund project design costs that specifically intend to lessen the environmental impact of the skate park.*

*Whereas, the Oakland County Sheriff Police Athletic League is the acting fiduciary for the Pontiac Skate Park Project.*

*Whereas, the grant requires matching funds to secure the \$250,000 from the Skate Park Project.*

*Whereas, with matching funds acquired, the Pontiac Skate Park Project could construct a 10,000 square foot skate park by November 2022.*

*Whereas, with \$30,000 raised and \$40,000 committed to the Pontiac Skate Park Project, \$250,000 in matching awards from The Skate Park Project and \$180,000 awarded by the City of Pontiac there would be a total of \$500,000 established for the facility.*

*Whereas, the City of Pontiac would award the Pontiac Skate Park Project the \$180,000 from its allotment of American Rescue Plan funding for the permissible use of outdoor recreation facilities.*

*NOW THEREFORE be resolved that the City Council hereby approves \$180,000 award to The Pontiac Skate Park Project from the City of Pontiac's American Rescue Plan funds in order to help secure \$250,000 from the Skate Park Project (formerly known as the Tony Hawk Foundation).*

***Attachment: The Skate Park Project Grant Award Letter***



Oakland County Sheriff Police Athletic League  
1200 N. Telegraph Rd. BLDG 38 E  
Pontiac, Michigan 48341  
Attn: Marijayne Renny

23 November 2020

Dear Marijayne,

I'm pleased to inform you that The Skatepark Project (formerly known as the Tony Hawk Foundation) is offering you up to \$300,000 ("Award"), consisting of a \$250,000 matching grant ("Matching Award") and a \$50,000 Environmental Impact Award. This Award is made available through the generosity of the Ralph C. Wilson, Jr. Foundation, to assist in the **construction** of your public, non-profit skatepark in Pontiac, subject to the following conditions:

The Award is a challenge grant, which requires you to raise at least \$50,000 and up to \$250,000 ("Matching Amount") from another source or sources by November 30, 2021. Any money raised by you through November 30, 2021 ("Fundraising Deadline") that is designated for construction of your skatepark (not including site amenities outside the skatepark) will count towards raising the Matching Amount.

Funds raised before applying for this grant can be included in your Matching Amount.

You must raise at least \$50,000 to qualify for the Matching Award.

When you have raised the Matching Amount, you must contact The Skatepark Project at [contact@skatepark.org](mailto:contact@skatepark.org) and provide the following:

- The sum of your total fundraising for your skatepark project; and
- A copy of a bank statement or account balance receipt; and
- A signed and dated letter, on your organization's letterhead (or your fiscal sponsor's letterhead), indicating the current skatepark account balance. Letter must be signed by the organization's CEO, President, or Chairperson.

Upon receiving evidence that you have raised the Matching Amount, your Award check will be processed and sent to you.

It is our hope that this fundraising challenge and your receipt of the Award, should you succeed in raising the Matching Amount, might also help raise your project's public profile. We'll leave such publicity strategies to your discretion. We only ask that you don't imply that Tony Hawk will be appearing at your park, and that no one exploits his name for personal gain.

If you received a physical agreement, please sign and return this original document to: 1203 Activity DR, Vista, CA 92081

If you received an electronic agreement, please complete the information fields, apply your electronic signature, and submit the document.

If the Award is granted to you, such grant is made subject to the following conditions:

1. You agree to assume any and all liability for:
  - a. The construction and operation of the skateboard park, and
  - b. The implementation of any information or advice given to you by The Skatepark Project, Ralph C. Wilson, Jr. Foundation, the Community Foundation For Southeast Michigan, or the Community Foundation For Greater Buffalo ("Foundations").
2. The Foundations have the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skatepark is not operational within **two (2)** years of the date of this agreement, or if in the Foundations' sole judgment:
  - a. Grant funds or income arising from the grant have been used for purposes other than those described above; or
  - b. Your organization has failed to comply with any of the terms of the grant.
  - c. You make significant modifications to your skatepark plan, as described in the original Grant Application, without obtaining the advance approval of The Skatepark Project.
3. You assure the Foundations that an experienced, qualified specialty skatepark designer and an experienced, qualified specialty skatepark builder will be hired to work with local skaters and the community to create a unique design for the skatepark. Further, you will not enter into a contract agreement with a skatepark designer or skatepark builder without written approval and consent from The Skatepark Project. In connections therewith, you will submit to The Skatepark Project the following information for consideration:
  - a. A List of previous five (5) skatepark projects (location, size) completed by skatepark designer and skatepark builder; and
  - b. A List of reference names and phone numbers of representatives from each of the five (5) projects completed by the skatepark designer and skatepark builder.
4. You agree to allow a consultant of The Skatepark Project's choosing to negotiate with your approved skatepark design and construction vendors to specify environmental-impact features that will be included in the resulting skatepark or in the process of developing the skatepark (some examples of typical environmental features are listed in Appendix A, however, the specific environmental features required of your skatepark will vary from these examples and will be specified by The Skatepark Project and it's consultant at a later date in a final Appendix A). The Environmental Impact Award is to be used to construct these features. Further, the Environmental Impact Award is conditioned on your compliance with (i) the requirements of the Matching Award and with (ii) the environmental impact features to be specified by The Skatepark Project's consultant in the final Appendix A, which will be verified by The Skatepark Project and its consultant.
5. You agree to provide a written progress report (not to exceed two pages) on or before six months from the date of this agreement, and every six months thereafter until the skatepark opens, describing the progress you've made in accomplishing the purpose of the Grant. Upon opening the skatepark, you agree to submit a final report, detailing the manner in which the Grant money has been spent, and including a photograph (or photographs) showing the entire skatepark.
6. You qualify as a public charity as described in Internal Revenue Code ("IRC") Section 501(c)(3) and IRC Section 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform The Skatepark Project immediately of any alterations in your organization's structure or activities which may adversely affect its

status under this Code provision.

7. You agree NOT to expend grant funds from The Skatepark Project:
  - a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of IRC 4945(d)(1), or
  - b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of IRC Section 4945(d)(2). (The term "legislation" in this case does not include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)
8. Neither Tony Hawk's name nor likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of the Oakland County Sheriff Police Athletic League, or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.
9. You give the Foundations permission to publicly release information concerning this fundraising challenge and grant (if awarded), including your statements and correspondence with the Foundations.
10. You shall fully indemnify, defend, and hold harmless The Skatepark Project, Tony Hawk, Inc., Tony Hawk, Ralph C. Wilson, Jr. Foundation, Community Foundation For Southeast Michigan, Community Foundation For Greater Buffalo, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns (collectively, "Indemnified Parties"), of and from all claims, actions, suits, damages, liabilities, losses, settlements, judgments, costs or expenses (including but not limited to reasonable attorneys' fees and court costs) with respect to any and all claims arising in connection with the fundraising challenge and/or the grant (if awarded) and/or the skatepark, including, without limitation, any and all third-party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skatepark, whether or not the relevant claim has merit, or which arise out of or relate to any breach of any representation or warranty of Oakland County Sheriff Police Athletic League under this Agreement or under applicable law.
11. In the event that you maintain a general liability insurance policy or similar coverage, you will name each of the Foundations as additional insureds.

Please signify your agreement to the above terms of the grant by signing below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. The agreement must be signed no later than 14 days from the date it was issued.

Sincerely,

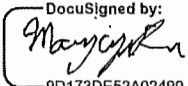
DocuSigned by:

*Benjamin Anderson Bashein*

58A6105B53524A1...

Benjamin Anderson Bashein  
Executive Director  
The Skatepark Project

Agreed to and accepted on behalf of Oakland County Sheriff Police Athletic League

By:   
Name: Marijayne Renny

Title: Administration Lead for Pontiac Skatepark Project

Date: 12/7/2020

The electronic-transfer payment will be made to: Na Lei Wili Area Health Education Center, Inc

Please enter the Grant Recipient bank-account routing information below.

Bank Name: Vibe Credit Union

Bank ABA: 272483808

Account Number: 4602095

Account Name: Sheriff Pal Program

## **Appendix A – List and description of environmental impact features**

1. Stormwater Facility

A green stormwater facility will be located within the skatepark to manage a portion of runoff from the impervious area using plants and soil. The facility will be planted with native plants and sized per local stormwater standards.

*Total Quantity: 1,500 square feet*

2. Educational Signage

Signs will be installed at the skatepark to inform visitors of the sustainable features that are incorporated within the skatepark.

*Total Quantity: 2*

3. Shade Trees

Trees will provide shade over the skatepark for visitors and help cool the site.

*Total Quantity: 6*

4. Native Planting

Native plant material around skatepark will integrate skatepark into surrounding landscape and promote use of drought-tolerant native plants.

*Total Quantity: 1,500 square feet*

5. Recycle Bins

Recycle bins to be installed adjacent to skatepark to allow / promote recycling.

*Total Quantity: 2*



**#12**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

Executive Branch

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

**FROM:** Darin Carrington, Finance Director

**CC:** Honorable Mayor Deirdre Waterman

**DATE:** November 10, 2021

**RE:** **Resolution to approve a budget amendment for Fiscal Year 2021-22 to allocate a total of \$63,000 to the General Fund GL Account 101-206-702.000 to fund the Deputy Finance Director position.**

---

The City Charter (Section 4.107) and City Ordinance (Article III, Sec. 2-93) allows for the designation of a Deputy Finance Director. The Administration on November 5, 2021 designated Mr. Sekar Bawa to serve as Deputy Finance Director.

In order to fund this position, the Administration is submitting a budget amendment to put in place the necessary funding for this key role.

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

*Whereas, the City of Pontiac timely approved the FY 2021-2022 budget on June 29, 2021; and*

*Whereas, the adopted FY 2021-2022 General Fund budget includes appropriations in the Finance Department for salaries for personnel using account number 101-206-702.000; and*

*Whereas, Sekar Bawa has been appointed to the position of Deputy Finance Director with a salary of \$94,000; and*

*Whereas, the GL account 101-206-702.000 is funded for the current fiscal year in the amount of 402,987; and*

*Whereas, it is proposed to increase the appropriation for account number 101-206-702.000 by \$63,000 to a total of \$465,987 to fund the position of the Deputy Finance Director;*

***NOW THEREFORE be resolved that the City Council hereby approves the amendment for the fiscal year 2021-2022 as requested by the Administration for account 101-206-702.000 in the amount of \$63,000.***

***This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.***

**#13**

**RESOLUTION**



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable City Council President Williams and City Council

**FROM:** Alexandra Borngesser, Grant Writer

**THROUGH:** Honorable Mayor Deirdre Waterman

**DATE:** November 16, 2022

**RE:** RESOLUTION TO ADOPT AND ACCEPT A \$90,000 GRANT FROM NEXTFIFTY INITIATIVE FOR THE CITY OF PONTIAC TO SUPPORT INFRASTRUCTURE IMPROVEMENTS TO PONTIAC SENIOR CENTERS

---

The City of Pontiac has received a \$90,000 grant award from the NextFifty Initiative. The grant was awarded to the City for infrastructure improvements to Pontiac's senior centers in response to a grant application submission titled "The City of Pontiac's Older Adult Enrichment" and the grant award does not have any matching requirements.

The City of Pontiac aspires to provide elite services and programming for its older adult population. Currently, the Pontiac centers that serve the older adult community, The Robert Bowens Center and the Ruth Peterson Center, are in dire need of infrastructure repair and updates. The budget submitted with the grant request included improving entryways, interior wall construction, kitchen improvements, and restroom improvements. The funds from the NextFifty Initiative will allow the City to renovate and update structurally deficient, unsafe and/or inaccessible facilities so that they can be used and enjoyed by the older adult and disabled communities in safe, inclusive, and innovative ways.

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

Resolution on Following Page



## **CITY OF PONTIAC CITY COUNCIL**

### **RESOLUTION TO ADOPT AND ACCEPT A \$90,000 GRANT FROM NEXTFIFTY INITIATIVE FOR THE CITY OF PONTIAC TO SUPPORT INFRASTRUCTURE IMPROVEMENTS TO PONTIAC SENIOR CENTERS**

*Whereas, the City of Pontiac was awarded a \$90,000 grant from the NextFifty Initiative; and;*

*Whereas, the grant is for the purpose of renovating and updating structurally deficient, unsafe and/or inaccessible facilities so that they can be used and enjoyed by the older adult and disabled communities in safe, inclusive, and innovative ways, and;*

*Whereas, the grant award from NextFifty Initiative does not have a matching requirement; and;*

*Whereas, the funds from the grant will increase the budgeted revenue for the current fiscal year 2021-2022 in the amount of \$90,000 for grant income, and increase the appropriations in the amount of \$90,000, representing grant expenditures.*

*Whereas, the increased appropriations will not cause the fund balance in the General Fund to go below the policy mandated thresholds and;*

*NOW THEREFORE be resolved that the City Council hereby authorizes the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to increase budgeted revenues in the amount of \$90,000 to the General Fund in account 101-000-532.000 –Grant Income, and appropriations in the amount of \$90,000 in a General Fund account.*

***Attachment: NextFifty Initiative Grant Award Letter***



INITIATIVE

October 21, 2021

Alexandra L Borngesser  
The City of Pontiac  
47450 Woodward Avenue  
Pontiac, MI 48342

Dear Alexandra,

Congratulations! NextFifty Initiative has reviewed the application you submitted for "The City of Pontiac's Older Adult Enrichment" and we are excited to work with you as your organization aims to positively change the landscape of aging!

Based on the information provided and the availability of funds, we will fund your request at \$90,000.00 (specific details of your award are outlined in the enclosed Grant Agreement). NextFifty Initiative staff member Sydney Langer is your Program Officer and will work with you on this award. Please direct all questions about the grant to this individual.

All funds awarded are contingent on fulfillment of Conditions of the Grant Award. These conditions are listed in the enclosed agreement. Please read this agreement thoroughly. Also enclosed is an ACH Payment form. Complete, sign, and date the documents and return them to NextFifty Initiative via DocuSign **no later than November 29, 2021. Failure to return the executed documents to NextFifty Initiative by November 29, 2021, may result in the forfeiture of your grant.** Funds will not be released until the documents are signed and returned by the aforementioned date. A copy of the fully executed agreement will be sent to you via DocuSign. Should you have any questions, please contact your Program Officer.

If something occurs to delay implementation or progress of the grant or to alter the goals, intended use of funds, or request primary contact identified in the grant application, please contact your Program Officer as soon as possible.

Your grant award provides a great opportunity to promote the work you are doing with and for older adults! When sharing news about your grant award, we request that you specifically note that funding was made available by NextFifty Initiative. Please do not release any announcements or promotional materials until you have received your copy of the fully executed grant agreement and communication toolkit. The toolkit includes resources to make it easier to share this news with your community.

Additionally, we recognize that stories are an effective method of expressing the impact of the work you do. If you have a compelling story that relates to your work or to this project, please share with us as we would be honored to hear about it. We may feature some of these stories on our website and in other communications.

We are thankful for the work you are doing and are excited for this opportunity to collaborate in improving the future of aging.

Sincerely,

A handwritten signature in black ink, appearing to read "Diana McFail". The signature is fluid and cursive, with the first name "Diana" being more prominent than the last name "McFail".

Diana McFail  
President and CEO

Enclosure

**#14**

**RESOLUTION**



# City of Pontiac Microsoft Cloud Strategy

## Agenda

- Review Current Microsoft Licensing and Solution
- Review New Microsoft Cloud Strategy
- Review New Estimated Costs & Timeline
- Closing

# Current Microsoft Licensing and Services

- Current software licensing model is outdated and not portable. Older versions are deployed.
- Microsoft Exchange (Email) is located on-premise at City Hall
  - Costly to manage and maintain Email at City Hall
  - To remain on-premise will result in significant capital investment.

# Microsoft Cloud Strategy – Why?

- Transition to a subscription-based license model.
  - Includes access to all current Microsoft versions of Office suite.
  - Billed monthly
- Microsoft Office 365 (O365) provides cloud-based email services and provides the following benefits:
  - Microsoft 365 Managed Services are in multiple datacenters to provide redundancy
  - Ability to install Office Suite on up to 5 devices per licensed user.
  - Email is accessible from anywhere at anytime.
  - Eliminates the requirement of procuring and maintaining costly servers/storage at City Hall.
  - Adds additional features and security measures to protect data.
- Many organizations have or plan to migrate to O365 Services



## New Solution – Estimated Costs

Description	Projected Monthly Subscription Cost	Projected Annual Subscription Cost
Microsoft Office 365 E3 Subscription	\$2,454	\$29,453

One Time Costs/Budget	Estimated Cost
Implementation Costs	\$37,500

\*\* IT has budgeted \$67,140 for FY21/FY22 for this project

## New Solution – Estimated Timeline

City of Pontiac - Microsoft O365 Implementation Estimated Timeline																
Project Milestones	Month 1				Month 2				Month 3				Month 4			
	Wk1	Wk2	Wk3	Wk4	Wk1	Wk2	Wk3	Wk4	Wk1	Wk2	Wk3	Wk4	Wk1	Wk2	Wk3	Wk4
<b>Approval Process and Procurement</b>																
Present Solution to City Council for Approval																
Approval from City Council																
Submit to Procurement																
Procurement issues PO																
Execute Insight CSP O365 Subscription																
Execute Agreement for Insight Implementation Services (SOW)																
Process initial CSP subscription to establish account																
<b>Implementation</b>																
Project Kick-Off																
Configure City of Pontiac Microsoft O365 tenant																
Provision Azure AD Connect between CoP & Microsoft																
Migrate all CoP user and resource mailboxes to O365																
Ingest local mail data to Exchange online mailboxes																
Test all new infrastructure																
Decommission CoP Exchange Server																
Provide design documentation and knowledge transfer																

# Microsoft Cloud Strategy

Thank you for your time today!



## **BACKGROUND**

### **Problem:**

1. City is using old versions of Microsoft Office and outdated version of email.
2. Must pay for each Microsoft Office installation for same employee if they have 2 computers or want to install Office on their smartphone.
3. Email system being located at City Hall is subject to power and other single point of failure possibilities.

### **Solution:**

1. Implement Microsoft O365 licensing plan.
2. Install for no additional cost Office suite on multiple systems and smartphone per licensed user at no additional cost (up to 5)
3. Move email services to Microsoft redundant and secure datacenters to eliminate power and single point of failure possibilities.

### **Costs:**

1. One-time professional services implementation cost \$37,500
2. Monthly license cost for 130 Licenses \$2,454 monthly (\$29,453/year)

### **Advantages of Microsoft Solution:**

1. Cloud-based system has no hardware to maintain and update.
2. Eliminates Capital investment on hardware and maintenance for email system on-site at City Hall.
3. Subscription based licensing model that is deemed as best practice.

## **RESOLUTION**

Whereas, The City of Pontiac currently uses obsolete Microsoft Office products and outdated email system and can no longer be expanded to meet the growing needs of the City; and

Whereas, The City can utilize a cloud-based Microsoft Office licensing and email system result in a cloud solution to the City; and

Whereas, the costs will be a one-time professional services cost of \$37,500, and a monthly operating agreement for 130 licenses at a total cost of \$2454 monthly cost.

Now, Therefore, hereby be it resolved that the Pontiac City Council approves the purchase of the Microsoft O365 solution and associated costs including a one-time professional services cost of \$37,500, and annual cost for 130 licenses at a total cost of \$29,453.00 per year; and authorizes the Mayor to enter into the agreements to complete this transaction.

**#15**

**RESOLUTION**





Major Deirdre Waterman

# CITY OF PONTIAC

Planning & Zoning Division  
City Hall - 47450 Woodward Avenue  
Pontiac, Michigan 48342-5009  
248-758-2800 | FAX 248-758-2827

Vern Gustafsson  
Planning Manager

Donovan Smith  
City Planner

Patrick Brzozowski  
Code Enforcement Manager

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**To: HONORABLE MAYOR WATERMAN, COUNCIL PRESIDENT WILLIAMS & PONTIAC CITY COUNCIL**

**From: VERN GUSTAFSSON, PLANNING MANAGER**

**Date: OCTOBER 25, 2021**

**Re: ZMA 20-08 ZONING MAP AMENDMENT W/ CONDITIONS  
SHEFFIELD HOLDINGS, LLC  
PIN 64-14-17-130-005 & 006  
M-1 LIGHT MANUFACTURING TO M-1 W/ CR [CONDITIONAL REZONING]**

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The City of Pontiac is in receipt of application ZMA 20-08 for the proposed conditional rezoning of parcel 64-14-17-130-005 & 006. The .46 acre, two parcel site is located on W. Sheffield, south of Walton Blvd and west of Baldwin Avenue. The subject property is currently zoned M-1 Light Manufacturing, and is bordered to the West and North with similar M-1 zoning designations. Properties to the East and South are zoned C-3 Corridor Commercial. At the October 6, 2021 meeting of the Planning Commission, they recommended approval of this request to the Pontiac City Council.

The applicant proposes a rezoning from M-1 Light Manufacturing to M-1 Lighting Manufacturing with Conditions, to permit a proposed Medical Marihuana Grow facility. The property is located just outside the Walton Blvd Medical Marihuana Overlay District and does not presently qualify for a Medical Marihuana Grow use.

## Summary

1. The applicant requests rezoning of the subject site from M-1 Light Manufacturing to M-1 Light Manufacturing with CR Conditional Rezoning. This Conditional Rezoning request a Medical Marihuana Grow to be permitted as a condition.
  2. The Master Plan identifies the subject site as Entrepreneurial-Industrial, Commercial and Green. The existing and proposed zoning designation is consistent with this future land use designation.
  3. The subject property is compatible with M-1 Light Manufacturing standards.
  4. Any future development must comply with all City licenses, standards, procedures.
-

## Conditional Rezoning Agreement

The applicant has volunteered conditions as part of their Conditional Rezoning Agreement [see attachment] that will restrict the uses developed on the subject site.

In accordance with Section 6.802 of the City Zoning Ordinance, the request for Conditional Rezoning requires a technical review, Public Hearing and recommendation by the Planning Commission, and final decision by City Council. The Conditional Rezoning Agreement to be executed between the applicant and the Mayor after City Council approves the Zoning Map Amendment with Conditions and City Attorney approves Agreement to form.

As you know, the City cannot request or suggest modifications to these conditions. Per the Michigan Zoning Enabling Act, such conditions must be made voluntarily of the applicant. The request to permit a Medical Marihuana Grow facility is subject to City Council approval from M-1 Light Manufacturing to M-1 Light Manufacturing with following conditions

- *The City and the Developer agree that the following approvals and activities are conditions to this Agreement, and that the activities shall be completed in an expeditious manner and that each condition requires the completion of all of the previous approvals and activities, and will not take place until all of the previous approvals and activities have been completed;*
  - *The Developer obtains all of the necessary permits from the City of Pontiac and any other approval or permits necessary for site work construction approval.*
  - *The Developer shall completely buildout no more than Ten Thousand (10,000) square feet of space for Medical Marihuana Grow. The work shall be completed within Twenty-Four (24) months of receiving the necessary permits.*
- *Any change to the use of the structure to a use other than what has been specified in this Agreement may be administratively approved by the City Planning, and Zoning Official if it meets the following standards:*
  - *The change to the use would not increase by more than five percent (5%) any or all of the following characteristics of the property: "The City may include conditions such as:" the total number of parking spaces required or provided; or the expected traffic generation; and*
  - *The use is allowed in the M-1. Any change to the use of the structure other than what has been specified in this Agreement that does not meet the standards above shall be treated as a new application for the use and must be approved in accordance with the procedures and standards of the City's Zoning Ordinance, the Special Use Permit approval, a variance approval or for amendment or rezoning, as applicable.*

Following the Zoning Map Amendment with Conditions approval and the decision of the City Clerk's Medical Marihuana Use license approval process, the applicant would require a Special Exception Permit approved by the Planning Commission per Section 6.302 of the Zoning Ordinance. Additionally, submit for Site Plan Review per Section 6.204 to the Planning Division and appear before the Planning Commission for Site Plan Review Approval, prior to beginning proposed development and construction.

## Existing Development Pattern

The subject site is located at the north-western intersections of E. Sheffield & Baldwin Ave. The site is bordered by M-1 Light Manufacturing District properties to the north and west, and C-3 Corridor Commercial to the East and South. The Baldwin Ave Corridor supports a mix of commercial uses ranging from restaurants, car dealerships, and general business and retail uses.

Furthermore, the subject site is located just south of the Walton Blvd Medical Marihuana Overlay District. For M-1 zoned properties located outside an Overlay District, Medical Marihuana Safety Compliance Facility and Secure Transporter are allowed by Special Exemption Permit. A Provisioning Center or Processor can co-locate with a Grow facility, but would require a Zoning Map Amendment with conditions approved by the Planning Commission and City Council, along with a Special Exception Permit approved by the Planning Commission.

## Master Plan

The City of Pontiac updated the City Master Plan in 2014 with an economic development focus. A key goal of the Master Plan is to “take advantage of Pontiac’s central location and affordability to attract new office, retail, commercial, and mixed-use development/redevelopment to Pontiac that works to help recruit “New Economy” businesses and workers”.

The subject site is designated as the Entrepreneurial: Residential, Commercial, and Green Future Land Use Category. This district’s stated goal is a mixed-use district that creates a greater flexibility in land use and design criteria so that redevelopment activities can be both context sensitive and market driven to encourage the positive re-use of vacant or under-utilized property in strategic locations around the City.

## Rezoning Criteria

The City Council should consider any of the following criteria [found in Section 6.804, A-J] that apply to the rezoning with conditions application in making findings, recommendations, and a decision to amend the Official Zoning Map (see Section 6.804).

Additionally, the section also stipulates that the City Council may also consider other factors or considerations that are applicable to the application, but are not listed among the ten criteria. To assist the City Council in its evaluation of these and other criteria, we offer the following findings of fact for your consideration.

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

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

The zoning designation for the site remains unchanged, only the potential uses are expanded within the restrictions of the conditional rezoning, the proposed zoning district is consistent with the goals, policies, or objectives of the City's Master Plan.

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

The site is currently vacant, but presently no geological, hydrological, and other environmental features identified.

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

The applicant did not provided evidence that they could not develop the property with a use which would not require a Conditional Rezoning that is within the Zoning Ordinance's guidelines for permitted uses.

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

The planned Medical Marihuana Grow use is consistent with the zoning designations for M-1 Light Manufacturing properties and is compatible with the zoning district, however the proposed use is planned to be located outside of the Walton Blvd Medical Marihuana Overlay District.

5. *The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City.*

Existing City services and utilities capacity would be sufficient for the proposed use.

6. *The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.*

W. Sheffield is abutted by industrial use properties and handles industrial traffic to Baldwin Ave and nearby Walton Blvd. The proposed development will not impact the ability of the existing streets to handle potential traffic.

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

The boundaries of the rezoning with conditions are reasonable in relationship to surroundings.

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

The Conditional Rezoning is an appropriate request for Medical Marihuana Grow in the M-1 District located outside the Medical Marihuana Overlay Districts.

9. *If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.*

It would be inappropriate to amend the existing M-1 Light Manufacturing District to permit Medical Marihuana uses. Conditional Rezoning of the subject site is the most appropriate action to allow the conditional proposed use.

10. *The requested rezoning will not create an isolated or incompatible zone in the neighborhood.*  
This Conditional Rezoning application would not create an isolated M-1 Light Manufacturing district within the Sheffield, Walton Blvd and Baldwin Ave. corridors.

## ZMA 20-08 – Zoning Map Amendment

Parcel No: 64-14-17-130-005 & 64-14-17-130-006

### Resolution

*Whereas*, The City has received an application for a Zoning Map Amendment with Conditions at W Sheffield and Baldwin Avenue identified as PIN 64-14-17-130-005 & 64-14-17-130-006 from Sheffield Holdings LLC for the rezoning of the aforementioned parcel; and

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

*Whereas*, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 and 6.807 of the Zoning Ordinance and the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

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

*Whereas*, On October 6, 2021, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council to approve the Zoning Map Amendment with Conditions and approve the change from the current M-1 Light Manufacturing zoning district to M-1 Light Manufacturing with Conditions; and

*Now Therefore, Be It Resolved*, That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment with Conditions (ZMA 20-08) request for Parcel No. 64-14-17-130-005 & 64-14-17-130-006 to amend the current site zoning from M-1 Light Manufacturing to M-1 Light Manufacturing with Conditions.



# Application for Zoning Map Amendment

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: \_\_\_\_\_

W. Sheffield (Parcel Identification Numbers: 64-14-17-130-005 and 64-14-17-130-006)

Sidwell Number: 64-14-17-130-005 and 64-14-17-130-006

Office Use Only

PF Number: \_\_\_\_\_

Date: 10/08/2020

**Instructions:** Completed applications with appropriate fee shall be submitted to the Office of Land Use and Strategic Planning at least 30 days prior to the regularly scheduled Planning Commission meeting. Applications must be complete in all respects with supporting documents such as site plan, property survey etc. Planning staff will schedule the application for consideration by the Planning Commission in accordance with the attached schedule. Incomplete applications will delay the review process.

**Applicant (please print or type)**

Name	Green Station Depot		
Address	3236 Gateway Ledge		
City	Commerce		
State	Michigan		
ZIP Code	48390		
Telephone	Main: _____	Cell: 248-310-9435	Fax: _____
E-Mail	jungovic@gscsco.com		

**Project and Property Information**

Name of Proposed Development: Green Station Depot

The subject property is location at West \_\_\_\_\_ on the N / S / E / W side of Baldwin Rd  
between Sheffield and Walton.

The property is zoned: M-1

Proposed Zoning District: M-1

It is proposed that the property will be used as: Medical Marijuana Growing Facility

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

W. Sheffield (Parcel Identification Numbers: 64-14-17-130-005 and 64-14-17-130-006)

**Property Owner Information**

Name	Sheffield Holdings LLC		
Address	3236 Gateway Ledge		
City	Commerce		
State	MI		
ZIP Code	48390		
Telephone	Main:	Cell: 2483109435	Fax:
E-Mail	jungovic@gscsco.com		

Are you the ☒ Owner \_\_\_\_\_ Agent/rep. of the owner \_\_\_\_\_ Other \_\_\_\_\_

The proposed will be used for the following purpose (provide as much detail as possible with photographs, sketches, site plans, written documents, etc.).

See Attachment

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State the reason for the Zoning Map Amendment, particularly the manner in which the City will benefit if the amendment is approved and why such change will not be detrimental to the public welfare and/or the property rights of other persons located in the vicinity of the site.

See Attachment

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\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Applicant

State of Michigan  
County of Oakland

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

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

## **CONDITIONAL REZONING AGREEMENT**

This Conditional Rezoning Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Pontiac, a Municipal Corporation, with an office located at 47450 Woodward Ave, Pontiac, Michigan, 48342 (the "City"), and Sheffield Holdings LLC, a Michigan Limited Liability Company, (the "Developer") with its principal offices located at 3236 Gateway Ledge, Commerce, MI. 48390.

### **THE PARTIES RECITE THAT:**

**WHEREAS**, City of Pontiac exercising all of their powers pursuant to the City Charter; and

**WHEREAS**, the Developer is a Michigan corporation organized and existing in good standing under and pursuant to the Business Corporation Act, 1972 PA 284, as amended, and exercising all of the powers provided therein; and

**WHEREAS**, the Developer is looking to develop certain parcels of real property located within the City of Pontiac, specifically parcel numbers; 64-14-17-130-005 and 64-14-17-130-006 in Pontiac, 48326, which is currently zoned M-1 Light Manufacturing (as specifically listed and legally described on EXHIBIT A) (the "Property"), and desires to proceed with creating a development which would allow medical marihuana grow operations; and

**WHEREAS**, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL §125.3405 *et seq*), certain conditions voluntarily offered by the owner of land, including an agreement between the City and the Developer, may become a condition of rezoning of the Property; and



**WHEREAS**, the Developer on October 8, 2020, submitted an Application for a Zoning Map Amendment through way of a Conditional Rezoning (attached as EXHIBIT B), voluntarily offering, in writing, certain conditions to rezone the Property from M-1 Light Manufacturing, including, among other conditions, this Agreement; and

**WHEREAS**, the City, on October 6, 2021 held a Public Hearing on the request for Conditional Rezoning and proposed amendment to the City's Zoning Map; and

voted to recommend approval of the request for Conditional Rezoning and proposed amendment to the City's Zoning Map based upon this Agreement and the attached Exhibits; and

**WHEREAS**, the City Council, on \_\_\_\_\_, 2021 voted to approve the request for Conditional Rezoning and adopted Ordinance No. ???to amend the City's Zoning Map based upon the conditions set forth in this Agreement and the attached Exhibits; and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises hereinafter set forth, the City and the Developer agree as follows:

## **1. THE DEVELOPMENT PROJECT**

- a. **Project Definition.** The Developer agrees to develop the entire site to create a medical marihuana grow facility for its tenants
- b. The project will commence after site plan approval is completed and approved by the City and the Planning Commission.
- c. The Project shall be based on the Developer's forthcoming Site Plan Approval Application Submittal, with revisions as necessary from City staff review for new construction. The zoning use district regulations for the Property shall be based upon the M-1 Light Manufacturing for the purposes

of allowing medical marihuana grow facilities

## 2. TIMING

- a. **Project Sequence.** The City and the Developer agree that the following approvals and activities are conditions to this Agreement, and that the activities shall be completed in an expeditious manner and that each condition requires the completion of all of the previous approvals and activity, and will not take place until all of the previous approvals and activities have been completed;
  - i. The Developer obtains all of the necessary permits from the City of Pontiac, and any other approval or permits necessary for site work construction approval.
  - ii. The Developer shall completely buildout no more than Ten Thousand (10,000) square feet of space for medical marijuana grow facilities. The work shall be completed within Twenty-Four (24) months of receiving the necessary permits.
- b. **Enforced Delay.** In the event of enforced delay in the performance by the Developer of its obligations under this Agreement, specifically including, but not limited to, the obligations described in paragraph 2(a) above, due to unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or of the public enemy; acts of the federal, state or county government; acts of the judiciary, including injunctions, temporary restraining orders and decrees; acts of the other party; strikes or labor unrest; fires; floods; unstable soils; epidemics; environmental

contamination; or severe weather; the time for performance of such obligations shall be extended by mutual agreement for the period of the enforced delays; provided, however, that the Developer shall, within ten (10) days after the beginning of such enforced delay, have first notified the City in writing of the causes thereof and requested an extension for the period of the enforced delay. The City's approval of an extension for enforced delay shall not be unreasonably withheld.

### **3. DEFAULT**

- a. **Developer Performance.** In the event that the Developer fails to obtain the necessary approvals set forth in Section 2(a)(i) above for the development, then, by written notice given by the City to the Developer within six (6) months following such failure by the Developer, the City may, at its option and within its sole discretion, terminate this Agreement. In the event that this Agreement is terminated by the City or the Developer fails to complete the construction of the development and receive certificates of occupancy as set forth in Section 2(a)(ii) above; then, by written notice given by the City to the Developer within six (6) months following such failure by the Developer, the City Council may, at its option and within its sole discretion, declare the Property to revert back to the M-1 – Light Manufacturing zoning district and terminate the Site Plan Approval for the development.

- 4. CHANGE IN USE.** Any change to the use of the structure to a use other than what has been specified in this Agreement may be administratively approved by the City Planning Division if it meets the following standards:

- a. The change to the use would not increase by more than five percent (5%) any or all of the following characteristics of the property: "The City may include conditions such as:" the total number of parking spaces required or provided; or the expected traffic generation; and
  - b. The use is allowed in the M-1. Any change to the use of the structure other than what has been specified in this Agreement that does not meet the standards above shall be treated as a new application for the use and must be approved in accordance with the procedures and standards of the City's Zoning Ordinance, the Special Use Permit approval, a variance approval or for amendment or rezoning, as applicable.
5. **ENTIRE AGREEMENT.** This Agreement, the exhibits attached hereto, if any, and the instruments which are to be executed in accordance with the requirements hereof set forth all the covenants, agreements, stipulations, promises, conditions, and understandings between the City and the Developer concerning the Project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than as set forth herein.
6. **RELATIONSHIP OF THE PARTIES.** The relationship of the City and the Developer shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and the Developer, nor shall any party or their agent be deemed to be the agent or employee of any other party to this Agreement.

7. **MODIFICATION.** This Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by the City and the Developer.
8. **MICHIGAN LAW TO CONTROL.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan law.
9. **DUE AUTHORIZATION.** The City and the Developer each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of the City, its City Council and all other governmental agencies whose approval may be required as a precondition to the effectiveness hereof, in the case of the Authority by its members and all other applicable governmental agencies, and as to the Developer, by the members thereof, and that the persons who have executed this Agreement below have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.
10. **NO PERSONAL LIABILITY.** The obligations hereunder of the City and the Developer shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, Board member, agent, employee or partner of any of said entities shall have any personal obligation, responsibility or liability for the performance of the terms of this Agreement.

{Signature Page Follows}

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on  
the date first set forth above.

WITNESSED:

SIGNED:

\_\_\_\_\_

\_\_\_\_\_

For: City of Pontiac  
By: Dr. Deidre Waterman, Mayor

Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

Acting in \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires \_\_\_\_\_

WITNESSED:

SIGNED:

\_\_\_\_\_

\_\_\_\_\_

For: Sheffield Holdings LLC  
By: Nicholas R Jungovic

Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

Acting in \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires \_\_\_\_\_

# ZMA 20-08 Zoning Map Amendment

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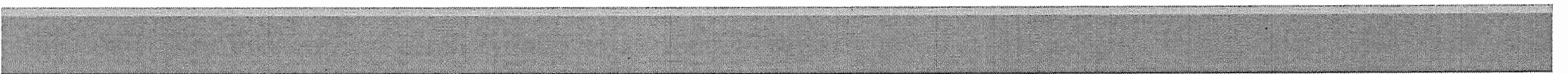
Green Station Depot

PIN 64-14-17-130-005; 64-14-17-130-006

Current Zoning: M-1 Light Manufacturing District

Proposed Zoning: M-1 Light Manufacturing District w/conditions

Zoning Map Amendment Petition from current zoning M-1 Light  
Manufacturing District to M-1 Light Manufacturing District  
w/conditions





[illegible]

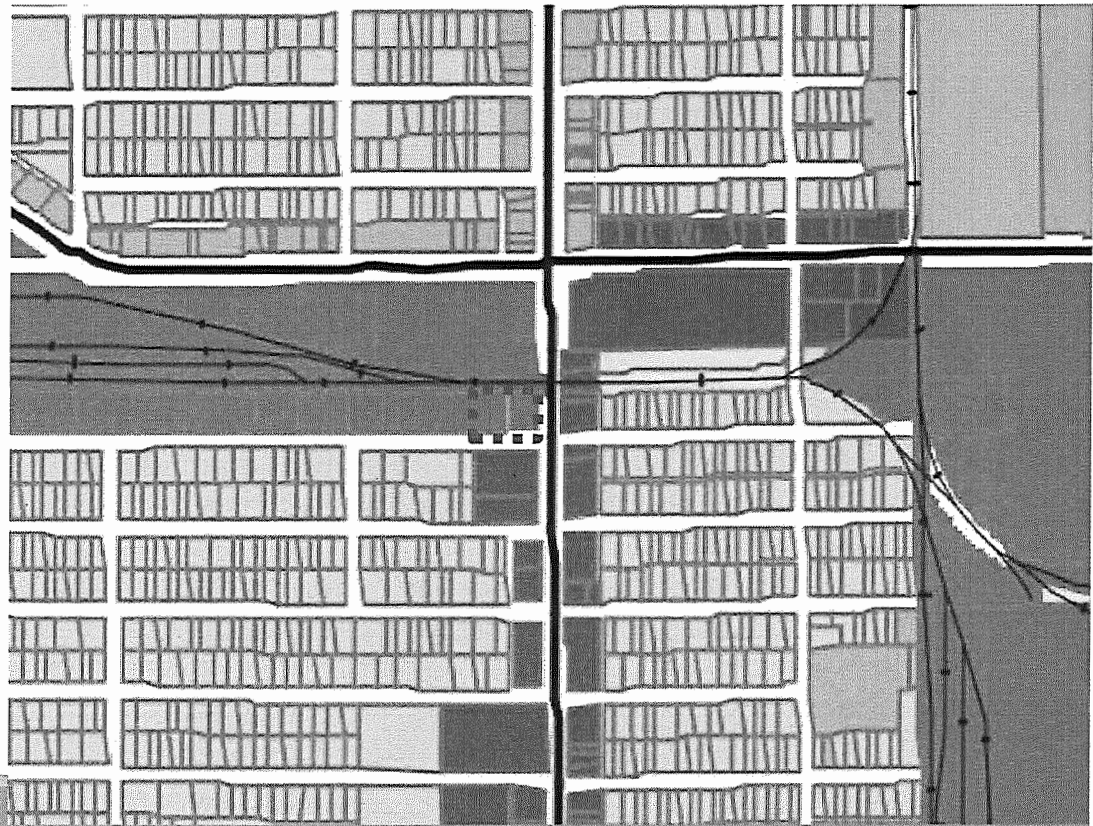
# ZMA 20-08– Future Land Use

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## **Entrepreneurial: Industrial, Commercial & Green**

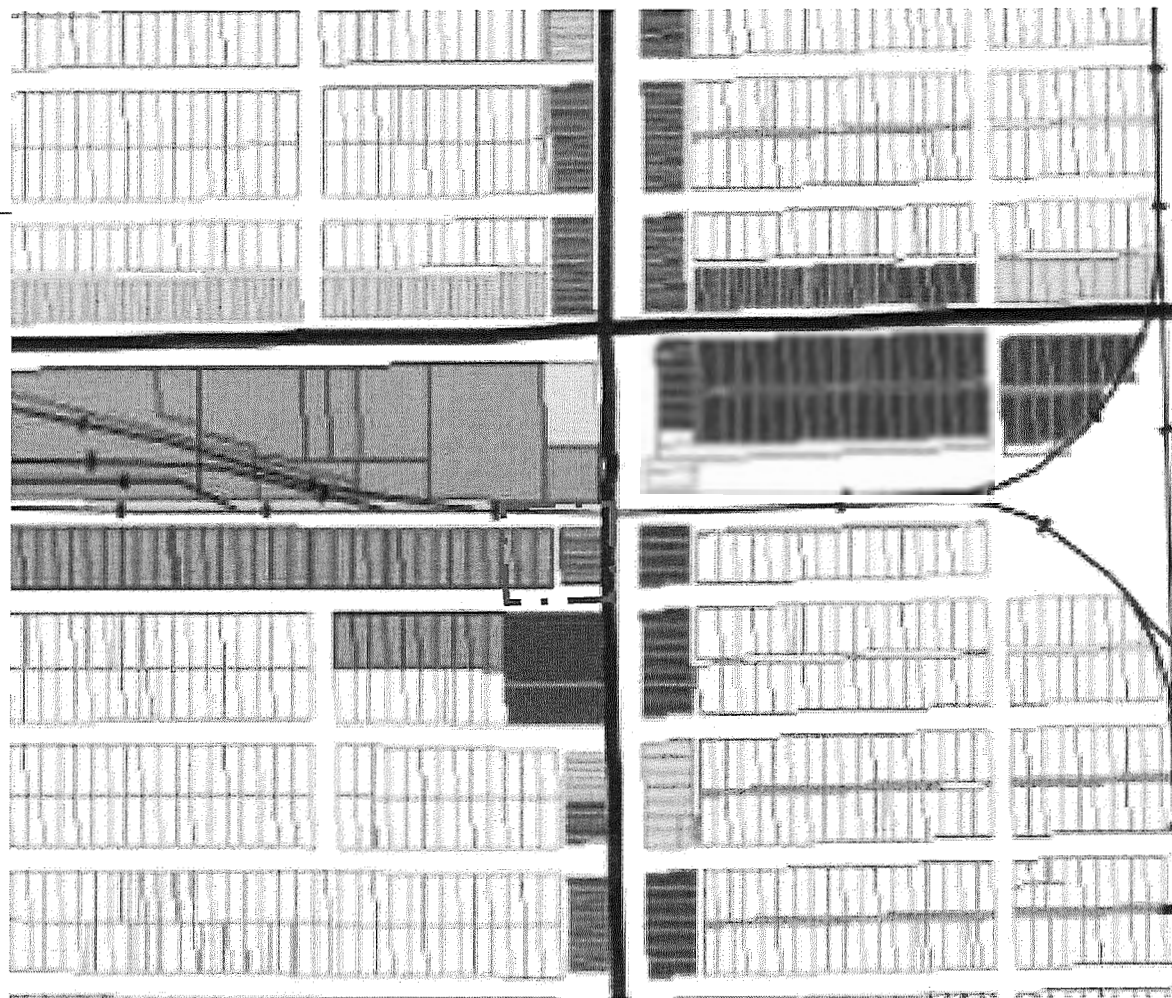
The Entrepreneurial District designation allows for commercial, industrial or green Redevelopment:

- Areas are either adjacent to existing light industrial facilities;
- Historically hosted light industrial or warehousing uses; and,
- Access to main transportation routes create a market potential for light industrial use.



# ZMA 20-08 Zoning Map

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**#16**

**RESOLUTION**



**CITY OF PONTIAC**  
**Department of Building Safety & Planning**  
**PLANNING DIVISION**

47450 Woodward Ave | PONTIAC, MICHIGAN 48342  
TELEPHONE: 248.758.2800

*Mayor Deirdre Waterman*

**TO: HONORABLE MAYOR WATERMAN, COUNCIL PRESIDENT WILLIAMS &  
PONTIAC CITY COUNCIL**

**FROM: VERN GUSTAFSSON, PLANNING MANAGER**

**SUBJECT: ZMA 21-09 ZONING MAP AMENDMENT  
CITY OF PONTIAC PLANNING DIVISION  
PIN 64-14-16-126-007; 64-14-16-126-008  
PROPOSED ZONING: R-1 ONE FAMILY DWELLING &  
C-3 CORRIDOR COMMERCIAL**

**DATE: NOVEMBER 8, 2021**

The City of Pontiac Planning Division request the Pontiac City Council to consider a Zoning Map Amendment. ZMA 21-09 For the rezoning of two parcels. Parcel 64-14-16-126-007, otherwise known as Jaycee Park, zoned R-1 Single Family and C-3 Corridor Commercial, and Parcel 64-14-16-126-008, known as the Bostick Truck Center, 500 E Walton, also zoned R-1 Single Family and C-3 Corridor Commercial. At the Planning Commission on October 6, 2021, they recommended approval of this request to the Pontiac City Council.

As a result of changes to the Zoning Map or in the configuration of the subject parcels, the subject parcels share multiple zoning designations with boundaries that do not align with current parcel boundaries. The Zoning Map Amendment request to bring the subject parcels into conformity with the Zoning Map, and conformity with the zoning designations of the larger areas of the parcels.

The Planning Division request the Planning Commission consider the Zoning Map Amendment for the following;

1. Parcel 64-14-16-126-007, otherwise known as Jaycee Park, zoned R-1 Single Family and C-3 Corridor Commercial, rezone to the R-1 Single Family Dwelling District.
2. Parcel 64-14-16-126-008, known as the Bostick Truck Center, 500 E Walton, also zoned R-1 Single Family and C-3 Corridor Commercial, rezone to C-3 Corridor Commercial.

### Summary

1. Jaycee Park is a permitted use by right in the R-1 Single Family Dwelling District, rezoning the parcel to R-1 will not create a non-conformity parcel.
2. The area of the Bostick Truck Center site zoned single family dwelling, does restrict the property owner from providing the maximum permitted use of his property.
3. The proposed Zoning Map Amendment does comply with the Future Land Use designations Master Plan identified in the City of Pontiac Master Plan.
4. Any future development must comply with all City standards, codes, ordinances and procedures.

### Master Plan

According to the City's 2014 Master Plan Update, Pontiac looks to focus on the preservation of park land and open spaces, and support entrepreneurialism and the new era of business diversity. The subject site areas are designated as Parks and Entrepreneurial: Residential, Commercial, & Green land use category. The goals of this category are to provide flexibility that encourages adaptive reuse of properties in the City and provide jobs and services for the adjacent neighborhoods.

### Existing Zoning Pattern

Properties extending along Walton Blvd frontage are zoned C-3 Corridor Commercial, and maintain a mixed of residential zoning uses to the north. Parcels along Joslyn Ave frontage are zoned C-4 Suburban Business and various Residential zoning districts to the east.

### Rezoning Criteria

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

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

1. *Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.*  
As described in the Master Plan, this development project is consistent with the goals, policies, and objectives of the City's Master Plan, preservation valuable Park Land and open Spaces, while also encouraging entrepreneur and commercial districts.
2. *Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.*  
The existing Jaycee Park will continue to function as a city neighborhood park, in addition to other developed features pertaining to the Bostick site shall continue to be compatible with the other uses also permitted in the district.

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

The mix of zoning designations assigned to the applicant's property does restrict the owner from utilizing their property of its highest and best use, thus rendering a challenge on behalf of the property owner to receive a reasonable return on investment of permitted uses under the current zoning designations.

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

The rezoning of the subject sites is compatible with the existing and surrounding zoning designations, and supports land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, and infrastructure of the surrounding properties and owners.

5. *The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City.*

The City's utilities and services will be sufficient to accommodate the proposed development without compromising the City's health, safety, and welfare.

6. *The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.*

The proposed development will not impact the ability of Walton Blvd and Joslyn Ave to handle potential traffic.

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

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

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

With all the previous findings of fact, the boundaries of the proposed R-1 & C-3 zoning district are reasonable from the City's perspective and comply with the vision found in the City's Master Plan.

9. *If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.*

It would be inappropriate to amend the zoning text for R-1 Single Family Dwelling & C-3 Corridor Commercial to bring the existing uses and zoning designations of the sites into conformity with the City of Pontiac Zoning Ordinance.

10. *The requested rezoning will not create an isolated or incompatible zone in the neighborhood.*

The proposed rezoning does not create an isolated zone along the Walton Blvd and Joslyn Ave corridors.

**ZMA 21-09 – Zoning Map Amendment**  
**Parcel Number 64-14-16-126-007 & 64-14-16-126-008**

**RESOLUTION**

*Whereas*, The City Planning Division request a Zoning Map Amendment for PIN 64-14-16-126-007 & 64-14-16-126-008 for the aforementioned parcels; and

*Whereas*, The request conforms to the goals and vision contained within the City Master Plan; and

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

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

*Whereas*, On October 6, 2021, a Public Hearing was held and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment request, approving the change for Parcel Number 64-14-16-126-007 from C-3 Corridor Commercial & R-1 One Family Dwelling to R-1 One Family Dwelling zoning district and rezone Parcel Number 64-14-16-126-008 from C-3 Corridor Commercial & R-1 One Family Dwelling to C-3 Corridor Commercial zoning district; and

*Now Therefore, Be It Resolved*, That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment [ZMA 21-09] request for Parcel Number 64-14-16-126-007 from C-3 Corridor Commercial & R-1 One Family Dwelling to R-1 One Family dwelling zoning district and rezone Parcel Number 64-14-16-126-008 from C-3 Corridor Commercial & R-1 One Family Dwelling to C-3 Corridor Commercial zoning district.



# ZMA 21-09 Zoning Map Amendment

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PIN 64-14-16-126-007; 64-14-16-126-008

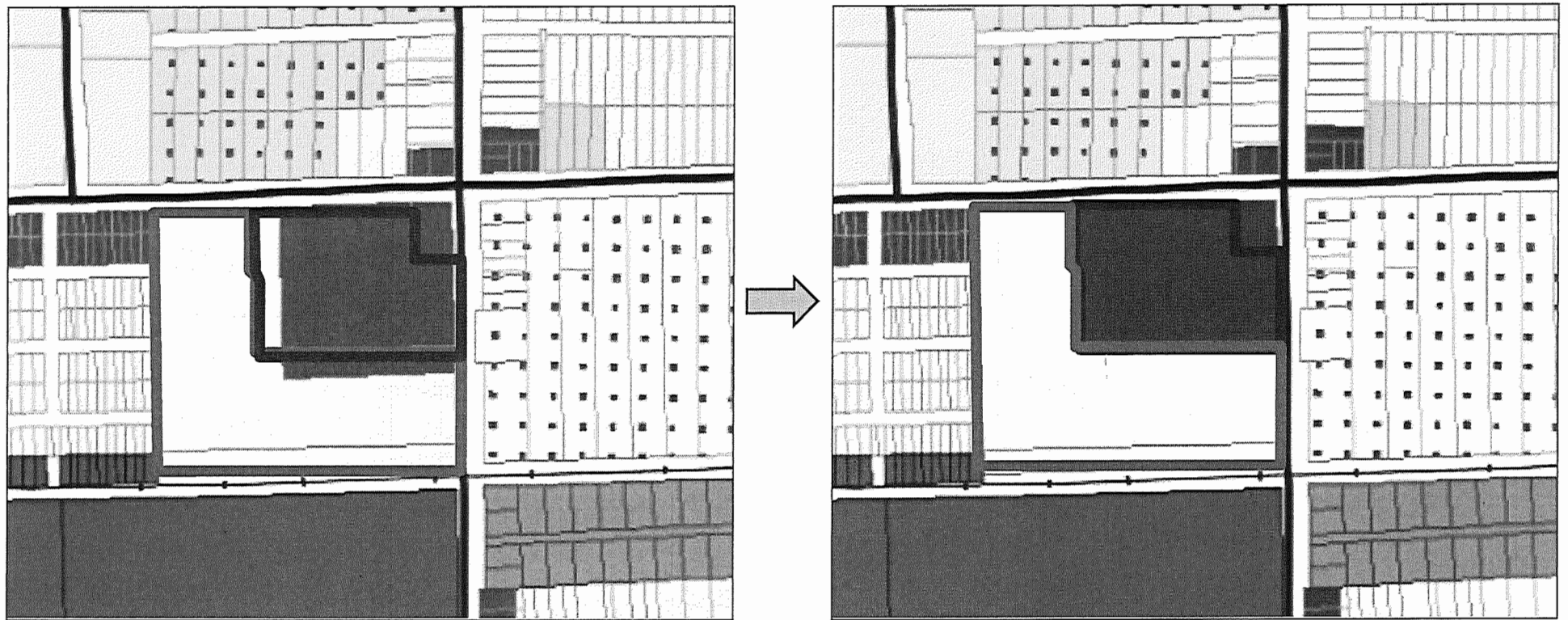
Current Zoning: R-1 Single Family Dwelling District & C-3 Corridor  
Commercial

Proposed Zoning: R-1 Single Family Dwelling District & C-3 Corridor  
Commercial

Zoning Map Amendment request to update non-compatible zoning  
use, for consistency in zoning designations

# ZMA 21-09 - Zoning Map

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# ZMA 21-09 – Future Land use Map

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**Entrepreneurial Commercial, Industrial and Green**

