

PONTIAC CITY COUNCIL

Mike McGuinness, District 7
President
William A. Carrington, District 6
President Pro Tem



Melanie Rutherford, District 1
Brett Nicholson, District 2
Mikal Goodman, District 3
Kathalee James, District 4
William Parker, Jr., District 5

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., City Clerk

45th Session of the 11th Council

August 16, 2022 at 6:00 P.M.

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

Meeting Agenda

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

- A. August 9, 2022 City Council Meeting Minutes
- B. August 11, 2022 Finance and Personnel Subcommittee Meeting Minutes
- C. August 11, 2022 Public Safety, Health & Wellness Subcommittee Meeting Minutes
- D. August 16, 2022 City of Pontiac Fund August Financials

Subcommittee Reports

1. Communications, Engagement & Operations - Chair Goodman
2. Economic Development, Housing & Planning - Chair McGuinness
3. Facilities & Property - Chair Carrington
4. Finance & Personnel - Chair Nicholson
5. Law & The Courts - Chair Parker
6. Parks, Recreation & Public Works - Chair James
7. Public Safety, Health & Wellness - Chair Carrington

Special Presentations

8. Pontiac School District Recent Developments, Millage Restoration Passage
Presentation Presenter: Pontiac School Board President Gill Garrett
9. Administration's Strategy for Offering City Properties for Sale
Presentation Presenter: Deputy Mayor Khalfani Stephens

Discussions

10. Pike Street and Clinton River Trail Connector Proposed Improvements, Funding Pursued

11. Status of City Operational Millage Restoration Ballot Proposal for November 8, 2022 Election
12. 2022 Pontiac Pride and Beautification Awards Nominations Deadline
13. Spotted Lanternfly Invasive Species Discovered in Pontiac
14. Status Update on City Website Upgrades Progress

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinances

15. Ordinance Amendment to the City of Pontiac Reestablished General Employees' Retirement System, Section 2 to Update Interest Rate and Mortality Table Used to Determine Actuarial Equivalence (*second reading*)

Resolutions

City Council

16. Resolution Celebrating the Contributions and hard Work of Mural Artist Zach Curtis
17. Resolution Recognizing September as Suicide Prevention Month in Pontiac

Department of Public Works (DPW)

18. Resolution to Authorize Mayor and Department of Public Works to enter into a contract with Curbeo Companies for "As Needed Street Patching."
19. Resolution to Authorize Mayor and Department of Public Works to enter into a contract with Lamphere's Landscaping and Tree Service for "Tree Trimming and Tree and Stump Removal."

Grants

20. Resolution to approve the Extension Addendum to the KABOOM Play Everywhere Challenge Grant Agreement
21. Resolution Adoption and acceptance of a \$70,000 grant award from the Community Foundation for Southeast Michigan in support of the City of Pontiac Department Capacity Building Project

Mayor's Office

22. Resolution to approve changes to Title of Economic/Community Development Director and Installment of the Community Development Director Position
23. Resolution to authorize the City Clerk to publish the notice of a proposed Budget Amendment for Fiscal Year 2022-23 to transfer \$5,870 from General Fund Balance GL account 101-000-390-000 to the General Fund GL Account 101-690-702-000 – Salaries and Wages, Redevelopment and Housing

Public Comment (Three Minutes Time Limit)

Communications

City Council

24. Pontiac City Council Outreach Specialist Position Posted, Open for Applications
25. 2022 City of Pontiac Pride and Beautification Award Nominations Due August 16, 2022; Nomination Forms are now Available at Pontiac City Hall in Council Offices, or on City Website at the Council Webpage

26. Ribbon Cutting of Downtown Pontiac Mural of Elizabeth Denison Forth by Artist Zach Curtis, August 17, 2022 at 10:00 am, held at Mural on Clinton Street, between Southbound Woodward Avenue and Wayne Street, in Downtown Pontiac
27. Give Me S'More Summer, Featuring Free S'mores and Resources, August 17, 2022 from 2:00 to 5:00 pm, held at Oakland Park, 500 E. Montcalm, Pontiac 48342, Presented by Pontiac United Education Coalition
28. Still Bonded Art Exhibit Closing Reception August 19, 2022 from 5:00 pm to 9:00 pm, held at Gallery 46, 46 N. Saginaw Street, Downtown Pontiac 48342
29. Woodward Dream Show at M1 Concourse, August 19, 2022 from 10:00am to 10:00 pm and August 20, 2022 from 11:00 am to 8:00 pm
30. Woodward Dream Cruise along Woodward Avenue Throughout Metro Detroit, August 20, 2022, including the Woodward Dream Parade from M1 Concourse through Downtown Pontiac and back which runs from 9:30 to 10:30 am
31. Pontiac Public Library End of Summer Reading Community Fair, August 20, 2022 from 12:00 to 4:00 pm, held at Pontiac Public Library, 60 E. pike Street, Pontiac MI 48342
32. E-Community Outreach Services Family Appreciation Day, August 20, 2022 from 12:00 to 5:00 pm, Free Event, held UWM Sports Complex, 867 South Boulevard East, Pontiac, MI 48342
33. Back to School Picnic, August 20, 2022 from 1:00 to 6:00 pm, held at Hawthorne Park, 1400 Telegraph Road, Pontiac 48340, Presented by Motor City Bounce
34. Pontiac Transportation Museum Open House During Dream Cruise, August 20, 2022 from 1:00 to 5:00 pm, 250 W. Pike Street, Pontiac 48341
35. Pontiac School District Drive-Through Back to School Rally, August 25, 2022 from 9:00 am to 1:00 pm, held at all of the District's Schools, with backpacks and school supplies distributed to all students, they are still seeking volunteer assistance, as well as backpack and school supplies donations
36. Pontiac School District Carpool Cinema Movie Night, Showing "Space Jam: Legacy," August 25, 2022 starting at sunset, Free Event, held at Pontiac School's Odell Nails Administration Building Parking Lot, 47200 Woodward Avenue, Pontiac 48342
37. Pontiac Block Party by Oakland Forward, August 28, 2022 from 1:00 to 3:00 pm, held at Beaudette Park, 786 Orchard Lake Road, Pontiac MI 48341
38. First Day of School for Pontiac School District is September 6, 2022 and community volunteers are requested to help greet the students as they return for the first day
39. Pontiac Housing Commission Contractor Symposium, September 8, 2022 from 6:00 to 8:00 pm. Held at UWM Sports Complex, 867 South Boulevard East, Pontiac MI 48341, as they work to expand their pool of minority and women-owned service contractors
40. Congresswoman Brenda Lawrence Coffee Hour, September 10, 2022 from 12:00 to 1:30 pm, held at Pontiac City Hall in the Council Chambers, 47450 Woodward Avenue, Pontiac 48342
41. Spotighting the History of the Constitutional Amendment Granting Women the Right to Vote, September 14, 2022 at 6:00 pm, held at the Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342

42. Do It Yourself Pulled Glass Flower Workshop, September 17, 2022 from 10:00 am to 3:00 pm, held at Epiphany Glass Studios, 770 Orchard Lake Road Pontiac 48341
43. Oak Hill Cemetery Walk, September 18, 2022, Walking Tours at 2:00, 3:00, and 4:00 pm, held at Oak Hill Cemetery, 216 University Drive, Pontiac 48342
44. Barton Malow Construction Boot Camp for Pontiac Residents Age 18 to 24 begins September 19, 2022 and only a few slots remaining, for more information contact Shanell Shelby with Oakland County Michigan Works at (248) 276-1777

Mayor's Office

45. Lawn Chair Concert Series, August 25, 2022 at 6:00 pm, held at Murphy Park, 441 Martin Luther King Jr. Boulevard South Pontiac, MI 48341, featuring Jill Marie Hamilton, Organic, and William Cyprian
46. September is Senior Center Month, with Special Events the Entire Month of September at Ruth Peterson Senior Center and Robert Bowens Senior Center
47. Lawn Chair Concert Series, September 8, 2022 at 6:00 pm, held at Charlie Harrison Park, 537 University Drive Pontiac, MI 48342, featuring Gwen Foxx
48. Brunch + Community Conversations with Mayor Greimel, September 10, 2022 from 11:00 am to 1:00 pm, held at Ruth Peterson Senior Center, 990 Joslyn Avenue, Pontiac 48340
49. Lawn Chair Concert Series, September 15, 2022 at 6:00 pm, held at Rotary Park in Pontiac, MI featuring Melanie Rutherford and Phat Greasy
50. Mayor State of the City Address, September 29, 2022 from 6:00 to 8:00 pm, held at the Crofoot, 1 S Saginaw Street, Pontiac 48342
51. Brunch + Community Conversations with Mayor Greimel, October 8, 2022 from 11:00 am to 1:00 pm, held at Bowens Senior Center, 351 Prospect Street, Pontiac 48342

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)
Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA A

August 9, 2022 Draft

**Official Proceedings
Pontiac City Council
44th Session of the Eleventh Council**

Call to order

A 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, August 9, 2022 at 6:10 p.m. by Council President Mike McGuinness.

Invocation – Bishop Antonio Gibson, Pontiac Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Members Present – William Carrington, Mikal Goodman, Kathalee James, Mike McGuinness, Brett Nicholson, William Parker, Jr. and Melanie Rutherford

Mayor Greimel was present.
A quorum was announced.

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Rutherford and second by Councilperson Nicholson. Discussion.

Motion to remove item #15 (resolution acknowledging the Mayor's dismissal of Finance Director) from the agenda. Moved by Councilperson Goodman and second by Councilperson Parker.

Ayes: James, Parker, Carrington and Goodman
No: McGuinness, Nicholson and Rutherford
Motion Carried

Motion to remove the Subcommittee Reports and item #9 (special presentation for School District recent development and millage restoration passage) from the agenda. Moved by Councilperson Carrington and second by Councilperson Rutherford.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James
No: None
Motion Carried

The vote was taken to approve the agenda as amended.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington
No: None
Motion Carried

Consent Agenda

22-208 **Resolution to approve the consent agenda for August 9, 2022.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Whereas, the City Council has reviewed the consent agenda for August 9, 2022.

Now, Therefore, Be It Resolved that the City Council approves the consent agenda for August 9, 2022 including July 25, 2022 Parks, Recreation & Public Works Subcommittee Meeting Minutes, July 25, 2022 Law & The Courts Subcommittee Meeting Minutes, August 1, 2022 Economic Development, Housing & Planning Subcommittee Meeting Minutes and August 4, 2022 City Council Meeting Minutes.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Resolution Passed

Special Presentation

Pontiac Public Library Initiatives and Resources

Discussion

Pike Street and Clinton River Trail Connector Proposed Improvements

Closure of Martin Luther King, Jr. Boulevard South Bridge, Due to Structural Safety Concerns

2022 Pontiac Pride and Beautification Award Nominations

Recognition of Elected Officials – Rosie Lance Richardson, Chair, Pontiac Library Board and H. Bill Maxey, Pontiac Library Board Trustee

Agenda Address

1. Bishop Antonio Gibson addressed item #14
2. Pastor Rodney Tolbert addressed item #14
3. Dr. Deirdre Waterman addressed item #14
4. Gloria Miller addressed item #14
5. Larry Jasper addressed item #14

Agenda Items

Ordinance

Motion to receive first reading of an Ordinance Amendment to the City of Pontiac Reestablished General Employees' Retirement System, Section 2 to Update Interest Rate and Mortality Table Used to Determine Actuarial Equivalence. Moved by Councilperson Parker and second by Councilperson Nicholson.

Resolutions

City Council

22-209 **Resolution to refer Forensic Audit Results to Legal Authorities.** Moved by Councilperson Parker and second by Councilperson Nicholson.

WHEREAS, the City of Pontiac determined that as prudent and fiscally responsible fiduciaries, it was necessary to retain an outside professional Forensic Auditing Firm to assist in analyzing financial matters of the City; and,

WHEREAS, the Pontiac Mayor recommended and Pontiac City Council voted in January 2022 to pursue a forensic audit and the City of Pontiac subsequently issued a Request For Proposals (RFP) for forensic auditing services; and,

WHEREAS, the firm of Marsh Minick submitted a proposal and scope of work plan which was accepted and approved by the Pontiac City Council; and,

WHEREAS, the contract between the City of Pontiac and Marsh Minick was executed on April 19, 2022, and the forensic audit services started on May 2, 2022 and ended on July 31, 2022, concluding with the issuance of findings in a Forensic Audit Findings Report; and,

WHEREAS, Marsh Minick delivered their Forensic Audit Findings Report to the Pontiac City Council and made a presentation of their findings at the August 4, 2022 Pontiac City Council meeting; and,

WHEREAS, the Forensic Audit Findings Report contains examples of conduct between 2014 and 2021 that resulted in a financial impact to the City of Pontiac of \$1,627,361.81, with some of the noted conduct including improper practices with contracts, careless spending, incurring of unnecessary expenses, the taking of public records, personal travel and personal use of City resources, conversion of city resources and conflicts with City contractors, partners and vendors; and,

WHEREAS, both the Executive Administration and the Pontiac City Council believe that it would be in the best interest of the citizens of Pontiac and consistent with their duty to maintain integrity and transparency to provide the report to the U.S. Attorney's Office and any other law enforcement agency for further review and or investigation; and to consult with outside counsel for purposes of assisting the City with legal recourse and monetary recovery; now,

THEREFORE, BE IT RESOLVED, that the City of Pontiac will provide the Forensic Audit Report to the U.S. Attorney's Office and any other law enforcement agency that the City deems can assist in further review and investigation, and will further engage outside counsel in order to assist in legal recourse and financial recovery; and

FURTHER RESOLVED, the City of Pontiac consents and authorizes Marsh Minick to release the full Forensic Audit Finding Report, without redactions, as well as their working materials to those respective law enforcement agencies.

Ayes: Rutherford, Carrington, Goodman, James, McGuinness, Nicholson and Parker

No: None

Resolution Passed

22-210 **Resolution to Pursue Review and Implementation of Recommendations for Strengthened Financial Practices Identified through Forensic Audit Process.** Moved by Councilperson Carrington and second by Councilperson Goodman.

WHEREAS, the City of Pontiac determined that as prudent and fiscally responsible fiduciaries, it was necessary to retain an outside professional Forensic Auditing Firm to assist in analyzing financial matters of the City; and,

WHEREAS, the Pontiac Mayor recommended and Pontiac City Council voted in January 2022 to pursue a forensic audit and the City of Pontiac subsequently issued a Request for (RFP) for forensic auditing services; and,

WHEREAS, the firm of Marsh Minick submitted a proposal and scope of work plan which was accepted and approved by the Pontiac City Council; and,

WHEREAS, the contract between the City of Pontiac and Marsh Minick was executed on April 19, 2022, and the forensic audit services started on May 2, 2022 and ended on July 31, 2022, concluding with the issuance of findings in a Forensic Audit Findings Report; and,

WHEREAS, Marsh Minick delivered their Forensic Audit Findings Report to the Pontiac City Council and made a presentation of their findings at the August 4, 2022 Pontiac City Council meeting; and,

WHEREAS, the Forensic Audit Findings Report contains examples of conduct between 2014 and 2021 that resulted in a financial impact to the City of Pontiac of \$1,627,361.81, with some of the noted conduct

including improper practices with contracts, careless spending, incurring of unnecessary expenses, the taking of public records, personal travel and personal use of City resources, conversion of city resources and conflicts with City contractors, partners and vendors; and,

WHEREAS, deficiencies and weaknesses in the financial operations and oversight for the City of Pontiac between 2014 and 2021 were identified, as well as recommendations provided for strengthening those financial operations and oversights moving forward; now,

THEREFORE, BE IT RESOLVED, that the Pontiac Mayor and Pontiac City Council are concerned with the troubling findings identified in the Forensic Audit Findings Report regarding financial operations and oversight for the City of Pontiac between 2014 and 2021, and are committed to making improvements in that area to prevent future deficiencies and weaknesses; and

FURTHER RESOLVED, the Pontiac Mayor and City Council are fully committed to collaboratively working together to actively review all of the recommendations included in the Forensic Audit Findings Report and implementing safeguards to ensure that the kinds of wasteful, unnecessary, and improper spending revealed by the Forensic Audit Findings Report never occur again in the City of Pontiac; and

FURTHER RESOLVED, the City Council will, both as a full body and through our subcommittee structure, actively review all of the recommendations included in the Forensic Audit Findings Report and work to implement them in order to strengthen the City's financial operations and oversight; and

FURTHER RESOLVED, the City of Pontiac formally thanks the firm of Marsh Minick for their thorough, professional, and helpful forensic audit services.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson, Parker and Rutherford

No: None

Resolution Passed

22-211 **Resolution Urging Expeditious Pursuit of Request for Proposals of Legal Services for City of Pontiac.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the Pontiac Mayor and City Council seek to consider options for needed legal representation for the City of Pontiac and the fulfillment of duties for the City's Attorney as prescribed by the Pontiac City Charter, as well as adopted Ordinances and Resolutions; and,

WHEREAS, the Pontiac Mayor's Office had already drafted a Request For Proposals for legal services and was already working in collaboration with the City Council to issue a Request For Proposals, but a Request For Proposals has not yet been issued by the City of Pontiac for that purpose; now,

THEREFORE, BE IT RESOLVED, that the Pontiac City Council urges the Administration to quickly move to issue a Request For Proposals for legal services for the City of Pontiac, so that the Mayor, his staff, and City Council can expeditiously move forward on the matter; and

FURTHER RESOLVED, the City Council welcomes the Mayor's pledge that the consideration of proposals will be collaboratively and jointly heard between him, his staff, and councilmembers on behalf of the Pontiac City Council, and that a collaborative approach will be taken in making a recommendation for the proposal that is brought before the City Council for the final decision to be made.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington

No: None

Resolution Passed

Department of Public Works (DPW)

22-212 **Resolution to approve the Mayor and Department of Public Works to enter into a contract with Great Lakes Contracting for City Wide Roadway Maintenance.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, the City of Pontiac has advertised and received one bid for City Wide Roadway Maintenance on July 28th at a publicly opened bid and,
WHEREAS, the bid was reviewed and meets pricing for this region of the state and Great Lakes Contracting was the low bidder and,
NOW, THEREFORE BE IT IS RESOLVED: the Pontiac City Council authorizes the Mayor and DPW to enter into a Contract with Great Lakes Contracting for the City Wide Roadway Maintenance contract.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Resolution Passed

Grants

22-213

Resolution to approve the City of Pontiac's submission of the grant application titled "Pontiac Arts Commission Strategic Planning" to the Michigan Arts and Culture Council Professional or Organization Development Mini-grant (POD) Program in the amount of \$1,500. Moved by Councilperson Carrington and second by Councilperson Rutherford.

Whereas, the City of Pontiac desires to submit an application titled "Pontiac Arts Commission Strategic Planning" to the Michigan Arts and Culture Council Professional or Organization Development Mini-grant (POD) Program in the amount of \$1,500;

Whereas, the Grant Program requires that the City of Pontiac certify compliance with all Grant Program requirements, including commitment to all project cost overruns.

Now, Therefore Be It Resolved, that City of Pontiac hereby approves participation in the Michigan Arts and Culture Council Professional or Organization Development Mini-grant (POD) Program and authorizes the submission of an application for \$1,500.

Be It Resolved, that the City of Pontiac acknowledges and certifies compliance with all grant program requirements, including all project cost overruns.

Be It Further Resolved, that the City of Pontiac shall make a local match through funds raised to the Pontiac Community Foundation – City of Pontiac Fund.

Be It Further Resolved, that Mayor Tim Greimel is authorized to sign all grant-related documents on behalf of The City of Pontiac in relation to this grant award.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Resolution Passed

Treasury

~~22-214~~

Resolution to place a Ballot Question to restore the Charter-Established Tax Millage Rate and provide new additional millage. Moved by Councilperson Nicholson and second by Councilperson Goodman. Discussion.

Motion to amend Resolution to place a Ballot Question to restore the Charter-Established Tax Millage Rate and provide new additional millage by adding the date of the election. Moved by Councilperson Rutherford and second by Councilperson Nicholson.

1. The Pontiac City Council hereby approves and authorizes the placement of a millage request of 1.0868 mills for a period of 10 (ten) years, 2023-2031, inclusive, on the November 8, 2022 general election ballot.

Ayes: Rutherford, Carrington, James, McGuinness, Nicholson and Parker

No: None

Motion Carried

Councilman Goodman was absent during the vote.

Motion to amend Resolution to place a Ballot Question to restore the Charter-Established Tax Millage Rate and provide new additional millage by adding yes and no after the millage rate description paragraph. Moved by Councilperson Rutherford and second by Councilperson Nicholson.

[All amounts levied under this millage on property located outside of certain Tax Increment Financing, Brownfield and Land Bank Authority jurisdictions will be disbursed directly to the City of Pontiac. Michigan law requires that certain amounts levied under this millage on property located within the referenced Tax Increment Financing, Brownfield and land Bank Authority jurisdictions be disbursed to these authorities. Total disbursement to these authorities is estimated to account for less than 15% of total millage revenue.]

___ YES
___ NO

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington

No: None

Motion Carried

22-214 **Amended Resolution to place a Ballot Question to restore the Charter-Established Tax Millage Rate and provide new additional millage.** Moved by Councilperson Nicholson and second by Councilperson Goodman.

Whereas, pursuant to the Pontiac City Charter at Section 5.405, the City of Pontiac may collect up to 10.0 mills of general operating taxes and an additional 2.0 mills for fire services; and

Whereas, pursuant to MCL 211.34d (the Headlee Amendment), the foregoing 12.0 mills have been reduced over several years to 10.9132 mills; and

Whereas, the voters of the City of Pontiac may approve a Headlee Amendment override, which would allow the City to collect the full 12.0 mills; and

Whereas, the City of Pontiac City Council desires to request the City of Pontiac voters to review a potential Headlee Amendment override at the November 8, 2022 general election; and

Whereas, the Pontiac City Attorney has recommended the following ballot language:

RESTORATION OF PONTIAC OPERATING MILLAGE RATE

To support the general operations and fire services of the City of Pontiac, shall the City of Pontiac be authorized to impose an increase of 1.0868 (1.09 per 1,000 of taxable value), for a period of ten (10) years (2023-2032) inclusive, as new additional millage in excess of the limitation imposed by MCL 211.34d to restore additional millage previously authorized by Charter as reduced by operation of the Headlee amendment? Such millage, if fully levied, would raise an estimated \$1,218,038 in the first year.

[All amounts levied under this millage on property located outside of certain Tax Increment Financing, Brownfield and Land Bank Authority jurisdictions will be disbursed directly to the City of Pontiac. Michigan law requires that certain amounts levied under this millage on property located within the referenced Tax Increment Financing, Brownfield and land Bank Authority jurisdictions be disbursed to these authorities. Total disbursement to these authorities is estimated to account for less than 15% of total millage revenue.]

____ YES
____ NO

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Pontiac City Council hereby approves and authorizes the placement of a millage request of 1.0868 mills for a period of 10 (ten) years, 2023-2031, inclusive, on the November 8, 2022 general election ballot.
2. The Pontiac City Council approves the above-referenced ballot language.
3. Further, the Mayor and City Clerk are directed and authorized to take all necessary action to effectuate the foregoing.

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness and Nicholson

No: None

Resolution Passed

Public Comment

1. Melissa Spearing
2. Billie Swazer
3. Blair McGowan
4. Darlene Clark
5. Gloria Miller
6. H. Bill Maxey
7. Kathy Desseuru
8. Larry Jasper

Communications

City Council and Mayor's Office

Mayor, Clerk and Council Closing Comments

Mayor Greimel, Councilwoman Rutherford, Councilman Nicholson, Councilman Goodman, Councilwoman James, Councilman Parker, Council President Pro-Tem Carrington and Council President McGuinness made closing comments.

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Goodman and second by Councilperson Rutherford.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 9:21 p.m.

Garland S. Doyle
City Clerk

CONSENT AGENDA B

**PONTIAC CITY COUNCIL
FINANCE & PERSONNEL SUBCOMMITTEE
AUGUST 11, 2022 MEETING MINUTES**

Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan
in the City Council Conference Room.

In Attendance:

Council members: Chair Brett Nicholson, William Parker and Kathalee James

Mayor: Tim Greimel

HR Director: Angela Benitez

Legislative Counsel: Monique Sharpe

Auditors: Rehmann

Member of the Public: Kathryn Dessureau

The meeting started at 2:01 p.m.

AGENDA

Finance

1. April 2022 Financial YTD Financial Review
2. Annual Financial Audit
3. ARP Fund Update
4. Investment Strategy Update
5. Misc. Updates

Human Resource Update

1. Positions Open/New Hires
2. Recruitment & Hiring Strategies
3. Misc. Updates

Public Comment: There were questions and comments from Kathryn Dessureau.

Adjournment: The meeting ended at 3:41 p.m.

CONSENT AGENDA C

**PONTIAC CITY COUNCIL
PUBLIC SAFETY, HEALTH & WELLNESS SUBCOMMITTEE
AUGUST 11, 2022 MEETING MINUTES**

Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan
in the City Council Conference Room.

The meeting started at 4:30 p.m.

In attendance:

Council members: Chair Pro-Tem William Carrington, President Michael McGuinness and Kathalee James

Mayor: Tim Greimel

Waterford Regional Fire Department: Fire Chief Matt Covey

Waterford Regional Fire Department: Captain Jim Cooper, Jr.

Oakland County Sheriff's Department: Deputy Sam James

Star EMS: Tom Robinson and Charles Hughes

Legislative Counsel: Monique Sharpe

Old Business

- Check in on FLOCK Camera Systems Pilot Program-Installation completion
- Progress of the Anti-Violence Commission
- Outcomes of Sheriff Deputy Assigned to Downtown Pontiac
- Fire Investigations on St. Clair, Business on Walton Blvd.

Standing Updates:

- Oakland County Sheriff's Department Crime Statistics
- Latest Response Times to Calls by Oakland County Sheriff Department
- Waterford Regional Fire Department Report
- Latest Response Times to Calls by Waterford Regional Fire Department
- STAR EMS reports

New Business:

- *Impacts of Bridge closure MLK at South Blvd.
- *Draft ordinance for private fire hydrants.
- *Excessive loitering, and disorderly conduct (Baldwin and Columbia, Homeless Camp, etc.)
- * Recourse & Recovery Possibilities (Forensic Audit. Ongoing Investigation June 17th, June 28th)
- *Sheriff Department (proposal for additional staffing)
- *Oakland County possibilities for additional staffing for animal control on weekends.

Items for Potential Future Consideration

Public Comment: Opportunity for Public Comment Offered. No Requests for Public Comment.

The meeting adjourned at 6:04 p.m.

CONSENT AGENDA D

**Pontiac Community Foundation
Account QuickReport
January 1 - August 9, 2022**

1000 Assets
1100 Bank Accounts
1107 Fiscal Sponsorship Savings
City of Pontiac Fund

| Date | Transaction Type | Num | Name | Memo/Description | Account | Clr | Amount | Balance |
|--------------------------------|------------------|------|-----------------------------------|--|--|-----|-----------|-----------|
| 06/06/2022 | Transfer | | DTE/Williams H.L. | First 2 checks received through fiscal sponsorship agreement with City of Pontiac; Pontiac Arts Commission (PAC) | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | 35,000.00 | 35,000.00 |
| 06/07/2022 | Transfer | | PCF | 7.5% Fee charged on checks received on behalf of PAC through COP Fund | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -2,625.00 | 32,375.00 |
| 01/02/22 | Transfer | | Kevadya | Kevadya Donation to Pontiac Arts Commission | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | 2,000.00 | 34,375.00 |
| 01/02/22 | Transfer | | PCF | 7.5% Fee charged on Kevadya check donation | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -150.00 | 34,225.00 |
| 6/30/22 | Expense | | Dirk Kroll | LawnChair Concert Series 600 - Pontiac Arts Commission (Performer) | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -750.00 | 33,475.00 |
| 6/30/22 | Expense | | Mike Gaskler | LawnChair Concert Series 600 - Pontiac Arts Commission (Performer) | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -350.00 | 33,125.00 |
| 6/30/22 | Expense | | Bryan Nesbitt | LawnChair Concert Series 600 - Pontiac Arts Commission (Equipment) | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -1,500.00 | 31,625.00 |
| 6/30/22 | Expense | | Keith Webb | LawnChair Concert Series 600 - Pontiac Arts Commission (Casual Labor for Event) | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -950.00 | 30,675.00 |
| 6/30/22 | Expense | | MAD Power | LawnChair Concert Series 600 - Pontiac Arts Commission (Electricity Services) | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -865.00 | 30,810.00 |
| 7/1/22 | Expense | | Jay's Septic Service | LawnChair Concert Series 600 - Pontiac Arts Commission (Landscape Services) | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -300.00 | 30,510.00 |
| 7/1/22 | Expense | | HTone Rentals, LLC | LawnChair Concert Series - Pontiac Arts Commission (Equipment) | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -1,200.00 | 29,310.00 |
| 7/1/22 | Expense | | Bryan Nesbitt | LawnChair Concert Series - Pontiac Arts Commission (Equipment) | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -1,500.00 | 27,810.00 |
| 7/1/22 | Expense | | Karenia Dalesus | LawnChair Concert Series - Pontiac Arts Commission (Performer) | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -1,000.00 | 26,810.00 |
| 7/1/22 | Expense | | Marion Hayden | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -2,500.00 | 24,310.00 |
| 7/1/22 | Expense | | Michael Ust | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -500.00 | 23,810.00 |
| 7/1/22 | Expense | | Dr. Tia Harvey | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -300.00 | 23,510.00 |
| 7/1/22 | Expense | | Ushalee McConner | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -280.00 | 23,230.00 |
| 7/1/22 | Expense | | Fortino Antonio Ybarra | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -300.00 | 22,930.00 |
| 7/1/22 | Expense | | Accent Pontiac, Inc. | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -250.00 | 22,680.00 |
| 7/25/22 | Transfer | | SMART | Donation | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | 2,500.00 | 25,180.00 |
| 7/25/22 | Transfer | | Ottawa Towers | Donation | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | 2,000.00 | 27,180.00 |
| 7/25/22 | Transfer | | PCF | Fee charged on 07/25 contributions total of \$4500 donated = \$337.50 | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -337.50 | 26,842.50 |
| 7/27/22 | Expense | | Kathy Kodras | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -450.00 | 26,392.50 |
| 01/28/2022 | Expense | 1093 | Accent Pontiac, Inc. | LawnChair Concert Series - Pontiac Arts Commission | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -250.00 | 26,142.50 |
| 01/28/2022 | Expense | 1092 | Fortino Antonio Ybarra | LawnChair Concert Series - Pontiac Arts Commission | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -600.00 | 25,542.50 |
| 01/28/2022 | Expense | 1090 | Bryan Nesbitt | LawnChair Concert Series - Pontiac Arts Commission | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -1,500.00 | 24,042.50 |
| 06/03/2022 | Expense | 1101 | Margaret McGuinness | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -135.00 | 23,907.50 |
| 06/03/2022 | Expense | 1094 | Bryan Nesbitt | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -3,000.00 | 20,907.50 |
| 06/03/2022 | Expense | 1098 | Malcolm Seward | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -250.00 | 20,657.50 |
| 06/03/2022 | Expense | 1100 | M.A.D., Power | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -3,197.00 | 17,460.50 |
| 06/03/2022 | Expense | 1095 | Charles Urban | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -250.00 | 17,210.50 |
| 06/03/2022 | Expense | 1096 | inkBird Print Studio | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -528.00 | 16,682.50 |
| 06/03/2022 | Expense | 1097 | Kerdi Walls | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -1,750.00 | 14,932.50 |
| 06/03/2022 | Expense | 1099 | Unique Food Management | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -600.00 | 14,332.50 |
| 06/04/2022 | Expense | 1106 | Andre Sheppard Jr. | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -600.00 | 13,732.50 |
| 06/04/2022 | Expense | 1104 | Aaron L. Wiggins Jr. | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -450.00 | 13,282.50 |
| 06/04/2022 | Expense | 1102 | Steve Coleman | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -298.00 | 12,984.50 |
| 06/04/2022 | Expense | 1105 | Frank Johnson III | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -450.00 | 12,534.50 |
| 06/04/2022 | Expense | 1103 | Mithigan Sound Reinforcement, LLC | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -2,000.00 | 10,534.50 |
| 06/04/2022 | Expense | 1107 | Sam Nail | Pontiac Arts Crawl | Assets.Bank Accounts\Fiscal Sponsorship Savings\City of Pontiac Fund | | -100.00 | 10,434.50 |
| Total for City of Pontiac Fund | | | | | | | \$ | 9,813.50 |
| TOTAL | | | | | | | \$ | 9,813.50 |

Tuesday, Aug 09, 2022 11:18:50 AM GMT-7

#15

ORDINANCE

ORDINANCE NO. _____

An ordinance to amend the City of Pontiac Reestablished General Employees' Retirement System, Section 2 to update interest rate and mortality table used to determine actuarial equivalence.

The City of Pontiac ordains:

Section 1. Amendments.

The Reestablished General Employee's Retirement System Ordinance Section 2 shall be amended so that the definition of "Actuarial Equivalent" shall read:

Actuarial Equivalent means the equivalence in the present value of various forms of payment. Present value will be determined by the Retirement System's actuary based upon the mortality tables and interest rates established from time to time by the Board. For purposes of determining the actuarial equivalence of benefits, the actuary for the Retirement System shall use 7.00% interest rate and the RP 2014 Healthy Annuitant Mortality Table projected to 2021 using the 2-dimensional MP 2014 improvement scale Set Forward 0 Years for retirees and for beneficiaries. The unisex mix shall be 50% Male and 50% Female following mortality tables:

- Healthy Post-Retirement: Pub-2010 Amount-Weighted, General, Healthy Retiree, Male and Female tables, with future mortality improvements projected generationally to 2030 using scale MP-2019 with male and female rates scaled by 95%.
- Disability Retirement: Pub-2010 Amount-Weighted, General, Disabled Retiree, Male and Female tables, with future mortality improvements projected generationally to 2030 using scale MP-2019.

Section 2. Severability

If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. Publication

The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 5. Effective Date

This Ordinance shall be effective ten days after date of adoption.

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PONTIAC GENERAL EMPLOYEES' RETIREMENT SYSTEM
OFFICIAL MEMORANDUM

TO: Board of Trustees

FROM: Deborah Munson, Executive Director

DATE: January 18, 2022

RE: **Review of and Proposed Ordinance RE: Actuarial Equivalence**

EXECUTIVE SUMMARY:

In 2013, the System submitted its periodic application to the IRS for a favourable Letter of Determination. The IRS issued a favourable Letter contingent on the City adopting several amendments to the Retirement System Ordinance which the Council did in May 2014.

One of the required amendments was an update to the Retirement System Ordinance's definition of 'Actuarial Equivalent' such that it now includes the specific interest rate and mortality table used to determine actuarial equivalency of the various forms of benefit payments.

Ordinance Sec. 2 Definitions:

Actuarial Equivalent... For purposes of determining the actuarial equivalence of benefits, the actuary for the Retirement System shall use 7.00% interest rate and the RP-2014 Healthy Annuitant Mortality Table projected to 2021 using the 2-dimensional MP-2014 improvement scale Set Forward 0 Years for retirees and for beneficiaries. The unisex mix shall be 50% Male and 50% Female.

Ordinance Sec. 10 provides that "The Board shall adopt such mortality and other tables of experience as are necessary in the operation of the retirement system on an actuarial basis." Pursuant to the responsibilities delegated to it by the Ordinance, the Board in 2021 reviewed and adopted an updated interest rate and mortality table to be used for valuation purposes. The actuary has recommended that actuarial equivalence should now also be updated so that the same interest rate and mortality table are used as those used for valuation purposes. Specifically, actuarial equivalence should now be determined using a 6% interest rate and the following mortality tables:

- Healthy Post-Retirement: Pub-2010 Amount-Weighted, General, Healthy Retiree, Male and Female tables, with future mortality improvements projected generationally to 2030 using scale MP-2019 with male and female rates scaled by 95%.
- Disability Retirement: Pub-201 Amount- Weighted, General, Disabled Retiree, Male and Female tables, with future mortality improvements projected generationally to 2030 using scale MP-2019.

An Ordinance has not been adopted by the City Council so that the Retirement System Ordinance's Definition of Actuarial Equivalent reflects the updated rate and mortality table.

REQUESTED ACTION:

Request that the Board approve 1.) to adopt the interest rate and mortality tables stated above to be used to determine the actuarial equivalence of benefits effective with retirements on or after

January 1, 2022 and 2.) to approve the update of the member database calculation module and 3.) to forward the attached proposed Retirement System Ordinance to the City Council for adoption.

BACKGROUND:

For the benefit of the new Trustees, a member's *Regular* (unreduced) retirement benefit is calculated as follows:

Final Average Compensation * Years of Service * Multiplier (determined by union)

The Ordinance also allows members to select a different (optional) form of payment. The various forms of payment allow the member to opt to receive a reduced benefit amount in order to provide a pension for their beneficiary. The interest/investment rate and mortality table are used in determining what (reduced) benefit amounts should be paid to the member and their beneficiary so that the present value of those total payments is equivalent to the present value of the total (unreduced) amount that would have been paid to just the member if he had selected the Regular benefit. The following is an oversimplified example of this.

Member Selects Regular (unreduced) Benefit:

Based on the formula above, his annual retirement benefit amount is \$10,000.00. Based on the mortality table, he is expected to live for 20 years so he will be paid a total of \$200,000. If the System earns a 7% annual rate of return, we only need to invest \$114,000 today (present value) to make all of those payments.

Member selects Joint & 100% Survivor (reduced) (upon the death of the member, the beneficiary will receive a lifetime pension equal to the amount of the member's):

The member is still expected to live 20 years but has a younger beneficiary whose life expectancy is 5 years longer. Actuarial equivalence requires that the present value of 25 years' of payments equal the present value of the payments that would have been paid to just the member for a Regular benefit - \$114,000. Since there are more expected payments, the benefit amount must be lower (reduced): \$9,090 payable to the member and the same amount to the beneficiary upon his death.

City of Pontiac Employees Retirement System

Final Retirement Benefit Calculation

Member Data:

Name: Social Security No.: **XXX-XX-6365**
Date of Birth: **1/13/1958** Age at Effective Date: **52 Years 0 Months** Sex: **Male**

Beneficiary Data:

Name: Social Security No.: **XXX-XX-**
Date of Birth: **5/10/1959** Age at Effective Date: **50 Years 8 Months** Sex: **Female**

Retirement Data:

Date of Hire: **1/15/1985** Final Average Compensation: **\$ 52,811.07**
Date of Termination: **1/16/2010** Credited Service: **28 Years 0 Months**
Date of Retirement: **1/17/2010** Eligibility Service: **25 Years 0 Months**
Retirement Number: **2548**

Benefit Group: **AFSCME - Local 2002** After Tax Contributions: **\$ 2,907.84**
Retirement Type: **Age & Service** Total Contributions: **\$ 3,537.83**
Option Elected: **Option II**

Comments: Member Purchased 3 Years Military Time.

Computed Monthly Benefit Amounts:

Benefit Formula: **2.50% * 28.0000 yrs. * \$52,811.07**

| | <i>Factor</i> | <i>Member</i> | <i>Potential to Benef</i> |
|------------|---------------|---------------|---------------------------|
| Regular | N/A | \$3,080.65 | N/A |
| Option I | 0.00640 | \$3,080.01 | N/A |
| Option II | 0.91820 | \$2,828.65 | \$2,828.65 |
| Option III | 0.95736 | \$2,949.29 | \$1,474.65 |
| Option IV | 0.90728 | \$2,795.01 | \$2,795.01 |
| Option V | 0.95139 | \$2,930.90 | \$1,465.45 |

Important Note: This calculation is provided only as a point-in-time estimate and is not a guarantee of your actual benefit. This calculation may contain errors and is subject to correction even if utilized in a formal benefit determination. You may not rely on this calculation as an accurate statement of your benefit. The accuracy of this calculation is based on the underlying data and assumptions that were provided to us and utilized to generate this estimate. We reserve the right to alter this calculation at any time, including after the payment of a benefit. The Plan also reserves the right to recover any payments made to you in error. If you become aware of any errors in this calculation, please contact a plan representative.

Ordinance No. 2381

The City of Pontiac ordains:

Section 1. Amendments.

That the City of Pontiac Reestablished General Employees' Retirement System is hereby established and adopted to read as follows:

CITY OF PONTIAC REESTABLISHED GENERAL EMPLOYEES' RETIREMENT SYSTEM

SECTION 1 NAME AND EFFECTIVE DATE

The City of Pontiac General Employees' Retirement System (codified at chapter 92, article I of the Municipal Code of Pontiac, Michigan) was established effective January 1, 1946, for the purpose of providing retirement allowances and death benefits for employees of the City of Pontiac (the *City*) under the provisions of the amendment to the Charter of the City of Pontiac, Michigan (the *GERs*). The *GERs* is replaced by the City of Pontiac Reestablished General Employees' Retirement System established by this retirement system (the *Retirement System*).

This Retirement System shall be put into effect immediately upon final passage by the Pontiac City Council with an effective date of April 1, 2021 (the *Effective Date*). This Retirement System will apply to individuals who were members of the *GERs* on the date immediately prior to the Effective Date and to the limited group of individuals described in Section 11 employed by the City on or after the Effective Date.

SECTION 2 DEFINITIONS

The following words and phrases as used in this Retirement System, unless a different meaning is plainly required by the context, shall have the following meanings:

Accumulated Contributions means the sum of all amounts deducted from the Compensations of a Member and credited to the Member's individual account in the Annuity Savings Fund, together with Regular Interest thereon.

Actuarial Equivalent means the equivalence in the present value of various forms of payment. Present value will be determined by the Retirement System's actuary based upon the mortality tables and interest rates established from time to time by the Board. For purposes of determining the actuarial equivalence of benefits, the actuary for the Retirement System shall use 7.00% interest rate and the RP-2014 Healthy Annuitant Mortality Table projected to 2021 using the 2-dimensional MP-2014 improvement scale Set Forward 0 Years for retirees and for beneficiaries. The unisex mix shall be 50% Male and 50% Female.

**CITY OF PONTIAC
GENERAL EMPLOYEES' RETIREMENT SYSTEM**

Resolved, That the Board adopts a 6% rate of return and the following mortality tables to be used to determine the actuarial equivalence of benefits effective with retirements on or after January 1, 2022:

- Healthy Post-Retirement: Pub-2010 Amount-Weighted, General, Healthy Retiree, Male and Female tables, with future mortality improvements projected generationally to 2030 using scale MP-2019 with male and female rates scaled by 95%.
- Disability Retirement: Pub-2010 Amount- Weighted, General, Disabled Retiree, Male and Female tables, with future mortality improvements projected generationally to

Resolved, That the Board approves to update the member data software to include these determinants of actuarial equivalence and, further,

Resolved, That the Board approves to forward to the City Council the proposed ordinance to update the definition of Actuarial Equivalence.

#16

RESOLUTION

#17

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Recognizing September 2022 as Suicide Prevention Month in Pontiac

Whereas, September is known as National Suicide Prevention Month and is intended to help raise awareness surrounding suicide prevention resources available in the community; and

Whereas, World Suicide Prevention Day is observed each year on September 10; and

Whereas, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

Whereas, suicide is the tenth leading cause of death among adults and the second leading cause of death among individuals between the ages of 10 and 34 in the United States, according to the American Foundation for Suicide Prevention; and

Whereas, organizations such as the National Alliance on Mental Illness (NAMI) and National Suicide Prevention Lifeline, 800-273-TALK (8255) work to help individuals in crisis and provide resources to shed light on this highly stigmatized topic; and

Whereas, Congress has recently designated the new 988 dialing code to operate through the existing National Suicide Prevention Lifeline to help expand the crisis care system to better provide direct, life-saving services to all in need, and the 988 dialing code is now live; and

Whereas, every year thousands of individuals die by suicide, leaving behind friends and family members to navigate the tragedy of loss, and feelings of shame and stigma prevent some dealing with that tragedy from talking openly; now,

Therefore, Be It Resolved, the Pontiac City Council hereby proclaims the month of September 2022 as National Suicide Prevention Month in the City of Pontiac; and further

Resolved, the City Council calls upon all citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of suicide prevention, and the need for appropriate and accessible services to assist individuals in crisis.

Pontiac City Council • Pontiac, Michigan • August 16, 2022

Mike McGuinness, *Council President*

Mikal Goodman, *Councilmember*

Brett Nicholson, *Councilmember*

Melanie Rutherford, *Councilmember*

William A. Carrington, *President Pro Tem*

Kathalee James, *Councilmember*

William Parker, Jr., *Councilmember*



#18

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Department of Public Works

TO: Pontiac City Council

FROM: Al Cooley III, Interim Director of DPW

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: August 10, 2022

RE: **As Needed Street Patching**

The Department of Public Works advertised on 7/18/22 on Bidnet (MITN) and the City's website an RFP for "**As Needed Street Patching**" for as needed work to patch both Hot mix and Cold patch throughout the City. We received and publicly opened bids for this RFP on July, 29th.

Three bids were received see attached bid tab. The bid was based on crew labor and equipment to install Hot and Cold mix asphalt at various locations throughout the City. The work locations will be assigned by a City employee to a Contractor's representative.

The DPW department has reviewed this bids based on that review it is the recommendation of the Department of Public Works that the award for this contract be given to Curbco Inc., they are the low qualified bidder for this work.

Funding for this work is identified in the Local 203-463-779.005 Surface Maint. Temp, 203-463-779.006 Surface Maint. Permanent and Major Street funds. 202-463-779.003 Surface Maint. Asphalt

WHEREAS, The City of Pontiac has advertised and received one bid for As Needed Street Patching on July 29th at a publicly opened bid and,

WHEREAS, the bid tab was reviewed and Curbco Inc. was the low bidder and,

NOW, THEREFORE

IT IS RESOLVED: the Pontiac City Council authorizes the Mayor and DPW to enter into a Contract with Curbco for the "As Needed Street Patching" contract.

City of Pontiac, Michigan Request For Proposal As Needed Services for Street Patching (Proposal# 22-0120)



TIM GREIMEL - MAYOR

The City of Pontiac, Michigan extends an invitation to qualified respondents to submit a proposal for fiscal sponsorship needs. **Prospective parties should submit detailed proposals on or before July 29, 2022, by 2:00 p.m.** Proposals received after this date and time will not be considered.

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Friday, July 29, 2022 at 3:00 p.m. prevailing local time in the City Hall Lion's Den Conference Room at 47450 Woodward Ave for:

As Needed Services for Street Patching

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by **2:00 PM, Friday, July 29, 2022.** Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

"Street Patching"

No pre-bid meeting.

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

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

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

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

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

If you have any questions regarding this RFP, please contact the City of Pontiac at purchasing@pontiac.mi.us

1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the Street Patching will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 PM, Friday, July 29, 2022 and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as **“Street Patching”**, and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac, 47450 Woodward, Pontiac, MI 48342.

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

1.2 Examination of Bid Documents

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

1.3 Withdrawal of Bids

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

1.4 Bid Form

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

1.5 Basis of Award

The intention of the City is to award the contract for this job to a bidder whose skill and financial resources are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful bidder will show proof of at least two (2) years' experience in street patching.

Award will be made to a responsive and responsible bidder whose bid is the lowest qualified bid and determined to be in the best interest of the City and in conformance with the conditions of this invitation to bid and the Purchasing Ordinance of the City.

A maximum of one award of contract will be made on a lowest qualified bid. Bidders shall quote on all requirements of the bid document, leave no blanks, and state "No Charge" where applicable. Any Blank spaces are considered to be no offer. The City of Pontiac reserves the right to delete any item(s) from the award and reject any and all bids.

1.6 Pre-Bid Meeting

No pre-bid meeting.

2. TERMS AND CONDITIONS

2.1 Laws and Municipal Ordinances, Permits

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

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

2.2 Non-Discrimination

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

2.3 Indemnification

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

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

2.4 Jurisdictional Authority

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

2.5 Severability

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

2.6 Income Taxes

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

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

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.

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

2.7 Compensation and Payment

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

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

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

Payment Terms – Net 30

2.8 General Conditions

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

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection.

All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

2.8.1. PRICES AND MEASUREMENTS:

Payment for work under this contract will be based on a unit price or lump sum for work actually completed. Final measurements of the work will be made and recorded by the Engineer to determine the amount of work done and thereby determine the total cost. The method of applying the unit prices to measured quantities will be as herein specified. Payment will include the cost of all labor, tools, materials, and equipment necessary to do the work.

Several items may have been included in the bid form but may be deemed unnecessary during the construction process. These items have been included in order to establish a unit price in the event that the item of work is necessary. The Contractor should be aware that these items may increase, decrease, or be zero based on field conditions, or the City's direction. No alteration of unit price will be considered as a result of the reduction of any bid items.

2.8.2. INCIDENTAL ITEMS:

Any items of work indicated as incidental or included shall be considered as part of the project work and shall be completed at no additional expense to the City. Incidental or included items shall include labor, materials, and equipment that may not be specifically listed in the Bid Form or in the drawings or specifications, but which are necessary to complete the work.

2.9 Quotations/Proposals

Bidders **MUST** submit one copy of the bid quotation/proposal to the City Clerk's Office, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342.

2.10 Minor Deviations

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

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

2.11 Bonds and Insurance

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

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

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

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

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

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** The

City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

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

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

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

2.12 Payment Bond

A payment bond is not required.

2.13 Maintenance and Guarantee Bond

A maintenance and guarantee bond is not required.

2.14 Subcontracting

The City of Pontiac will allow subcontracting for this agreement. A subcontractor's information will need to be submitted to the City for approval. Authorization will be given upon written notice from the City.

3. DESCRIPTION OF SERVICES

3.1. GENERAL

Service for Street Patching is contingent upon weather events and will be decided on a case by case basis. The City of Pontiac makes no guarantees as to the amount of work for Street Patching available per season. When Street Patching needs meet the criteria for an occasion, a Department of Public Works (DPW) representative will contact the contractor via email from our asset management program to begin Street Patching operations. All work performed under this agreement shall be performed as expeditiously as is consistent with professional skill and care.

The City reserves the right to request the Street Patching from additional Streets at various locations throughout the City.

It is expected that each bidder will make themselves familiar with the listed roads and sites throughout the City to get an idea of what may be included as part of the contract. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing equipment and materials, and concerning other conditions which may affect his work.

TERM OF CONTRACT

The Contract is expected to be for a term of three years. There will be an option for extension of the contract for year two additional one year periods. The City of Pontiac would inform the contractor a minimum of 30 days prior to expiration to enact optional years.

3.2 SCOPE OF SERVICES

PATCHING OPERATIONS

3.2.1 The Contractor shall meet with the Director of Public Works, to discuss the patching operation

3.2.2 The Contractor and his employees are expected to respond to the public in a respectable and courteous manner. If the Contractor or his employees cannot satisfy a citizen, he is to refer the citizen to the Department of Public Works, office at 248-758-3600.

3.2.3 Street Patching will be done by the Contractor per industry standards. Off season patching will be done with (UPM) Cold Patch, in Season will be done with (1100T) HMA.

3.2.4 Safety precautions shall be practiced by the Contractor to adequately safeguard all persons, employees and property from injury or damage. All federal, state (MIOSHA) and local ordinances shall apply.

3.3 CITY RULES

3.3.1 The Contractor must provide fully qualified, licensed and responsible operators for each vehicle and piece of equipment. Contractor and Employees must comply with all instructions and building regulations issued by representatives of the City of Pontiac.

3.3.2 The City of Pontiac reserves the right to immediately terminate the contract in whole or in part, upon the recommendation of the Director of Public Works when he has determined that the Contractor has:

- Let the required insurance lapse
- Abandoned the work to be performed under this contract;
- Assigned this contract to another without City consent;
- Unnecessarily, or unreasonably, delayed any of the work to be performed under this contract
- Failed to furnish sufficient, properly skilled workmen, or sufficient vehicles or equipment to perform the work;
- Disregarded the instructions of the DPW Director, a DPW representative or other City official.

3.3.3 The Contractor agrees to perform street patching work to the acceptance of the City of Pontiac. All areas shall be patched by removal of debris and water from hole, applying patch and tamping or compacting down material, all Industry standard must be used. Large chunks of debris must be hauled away by contractor. Work not completed in a satisfactory manner will be redone by the Contractor at no additional cost to the City.

3.4 EQUIPMENT LIST

All bidders must provide a list of equipment they will use to complete the project. The City of Pontiac reserves the right to determine the capability of the equipment and to reserve acceptance or terminate the Contract due to improper or deficient equipment. The City of Pontiac will conduct a visit to the Contractor's business facility prior to and after award to inspect all equipment used to complete the project.

3.5 TERM OF CONTRACT

The Contract term is for 3 years with a City option for years 4 and 5. The City has the right to terminate the agreement with written notice effective upon receipt.

THIS ENDS THE ABOVE SECTION

FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2022

To All Here Present:

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

NOTE: This proposal is solicited on a unit price for work actually completed.

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

BIDDER ACKNOWLEDGES RECEIPT OF ANY ADDENDUM: (if issued)

ADDENDUM NO: _____ Dated: _____

Prior to the start of the contract, the successful Contractor will meet with the Director of Public Works, to discuss the patching operation.

Street Patching

Price per Day:

Major Streets serviced at \$ _____ per day/per crew (this is based on 8-hour day using truck with hotbox trailer, second truck with arrow board and 3 employee's minimum)

Local Streets serviced at \$ _____ per day/per crew (this is based on 8-hour day using truck with hotbox and 2 employees minimum)

Materials will be supplied by the City's chosen provider and picked up by contractor. Contractor must log associated tonnage and ticket number on City's required Daly work sheet. All material must be used on City of Pontiac Streets only. Contractor may be asked to patch on a day UPM is not available at plant. Therefore, you must have ability to store materials at times.

Related Project Experience:

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last two (2) years:

1) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

2) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

3) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

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

CITY OF PONTIAC - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per the RFQ and agree to be bound by all terms and conditions therein. No contract is active until a purchase order is issued to the successful bidder. I further propose to deliver the above-described services for the City of Pontiac in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

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

(Please indicate whether the firm is an individual, partnership, joint venture, Michigan Corporation or a foreign corporation) **PLEASE SUBMIT A COPY OF THE COMPANY'S STATE OF MICHIGAN BUSINESS LICENSE.**

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX# _____

Federal Tax Identification Number: _____

Date: _

BID SUMMARY
Project: As Needed Services for Street Patching Project
Client: City of Pontiac, Michigan

City of Pontiac
 47450 Woodward Ave.
 Pontiac, MI 48236

Project: Name: As Needed Services for Street Patching Project
Bid Opening: July 29, 2022

Curbco Inc.
 3145 Dye Road
 Flint, MI 48507
 Ph: 810 232-2121

Great Lakes Contracting Solutions
 2300 Edinburgh
 Waterford, MI 48238
 Ph: 313 962-2400

Gibraltar Construction Co.
 2650 Van Horn
 Trenton, MI 48183
 Ph: 734 234-8005

| NO. | ITEM | UNIT | UNIT PRICE | UNIT PRICE | UNIT PRICE |
|-----|---------------|------|------------|------------|------------|
| 1 | Maor Streets | DAY | \$3,165.00 | \$5,500.00 | \$5,700.00 |
| 2 | Local Streets | DAY | \$2,090.00 | \$4,500.00 | \$5,000.00 |

Prepared By: John Cacil
 Date: August 9, 2022

#19

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Department of Public Works

TO: Pontiac City Council

FROM: Al Cooley III, Interim Director of DPW

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: August 10, 2022

RE: **Tree Trimming Services and Tree & Stump Removal**

The Department of Public Works advertised on 7/18/22 on Bidnet (MITN) and the City's website an RFP for "**Tree Trimming Services and Tree & Stump Removal**" for as needed work to Trim and or remove dangerous trees within the Right of Way and on City owned property. We received and publicly opened bids for this RPF on July, 29th.

Three bids were received see attached bid tab. The bid was based on crew labor and equipment to do this work at various locations throughout the City. The work locations will be assigned by a City employee to a Contractor's representative.

The DPW department has reviewed these bids and based on that review it is the recommendation of the Department of Public Works to award this contract to Lamphere's Landscaping and Tree Service., they are the low qualified bidder for this work.

Funding for this work is identified in several areas of the Parks, Cemetery's, Local and Major funds

WHEREAS, The City of Pontiac has advertised and received one bid for "Tree Trimming Services and Tree & Stump Removal" on July 29th at a publicly opened bid and,

WHEREAS, the bid tab was reviewed and Lamphere's Landscaping and Tree Service was the low bidder and,

NOW, THEREFORE
IT IS RESOLVED:

the Pontiac City Council authorizes the Mayor and DPW to enter into a Contract with Lamphere's Landscaping and Tree Service for the "Tree Trimming Services and Tree & Stump Removal" contract.

City of Pontiac, Michigan Request For Proposal Tree Trimming Services and Tree & Stump Removal (Proposal# 22-0110)



TIM GREIMEL - MAYOR

The City of Pontiac, Michigan extends an invitation to qualified respondents to submit a proposal for fiscal sponsorship needs. **Prospective parties should submit detailed proposals on or before July 29, 2022, by 2:00 p.m.** Proposals received after this date and time will not be considered.

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on **Friday, July 29, 2022 at 3:00 p.m.** prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave.

Tree Maintenance Services

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by **2:00 PM, Friday, July 29, 2022**. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

Tree Maintenance Services

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

No pre-bid meeting will be held.

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

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

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

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

If you have any questions regarding this RFP, please contact the City of Pontiac at purchasing@pontiac.mi.us

1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the Tree Maintenance Services will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 PM, Friday, July 29, 2022, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "Tree Maintenance Services", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI 48342.

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

1.2 Examination of Bid Documents

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

1.3 Withdrawal of Bids

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

1.4 Bid Form

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

1.5 Basis of Award

The intention of the City is to award the contract for this job to a bidder whose skill and financial resources are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful bidder will show proof of at least two (2) years' experience in Tree Maintenance Services.

Various and numerous trees throughout the City of Pontiac have been identified for removal. All trees that are identified for removal are within the City right-of-way or on City owned property. The right-of-way shall be defined as the area between the curb and sidewalk. If no sidewalk exists, the contractor shall request instruction from the City as to the right-of-way limits.

It is expected that each bidder will make a personal examination of various tree in the right-of-way throughout the City to get an idea of what may be included as part of the contract. It will be assumed that each bidder, before offering his proposal, has obtained 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 his work. Prior to work commencing, the Contractor shall verify that the tree has been identified for removal by the presence of a blue dot on the trunk of the tree. If no blue dot is present, the contractor shall contact the City's Grounds Superintendent for verification.

Award will be made to a responsive and responsible bidder whose bid is the lowest qualified bid and determined to be in the best interest of the City and in conformance with the conditions of this invitation to bid and the Purchasing Ordinance of the City.

A maximum of one award of contract will be made on a lowest qualified bid. Bidders shall quote on all requirements of the bid document, leave no blanks, and state "No Charge" where applicable. Any Blank spaces are considered to be no offer. The City of Pontiac reserves the right to delete any item(s) from the award and reject any and all bids.

1.6 Bid Bond

A bid guarantee from each bidder is equivalent to 5% of the bid price. The bond should be based on 150 trees with a diameter of 18"-24". 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.**

1.7 Pre-Bid Meeting

No pre-bid meeting will be held.

2. TERMS AND CONDITIONS

2.1 Laws and Municipal Ordinances, Permits

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

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

2.2 Non-Discrimination

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

2.3 Indemnification

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

of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

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

Pontiac resident employees regardless of where they work for the employer; and

Nonresident employees for work performed in the City.

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

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

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

2.7 Compensation and Payment

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

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

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

All funds must be quoted in US dollars

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Bidders **MUST** submit **one copy** of the bid quotation/proposal.

2.10 Minor Deviations

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

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

2.11 Bonds and Insurance

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

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

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

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

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

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

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

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

2.12 Performance Bond

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.

2.13 Payment Bond

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.

2.14 Maintenance and Guarantee Bond

A maintenance and guarantee bond is not required.

2.15 Subcontracting

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

3. DESCRIPTION OF SERVICES

3.1. GENERAL

Various and numerous trees throughout the City of Pontiac have been identified for removal. All trees that are identified for removal are within the City right-of-way or on City owned property. The right-of-way shall be defined as the area between the curb and sidewalk. If no sidewalk exists, the contractor shall request instruction from the City as to the right-of-way limits.

It is expected that each bidder will make a personal examination of various tree in the right-of-way throughout the City to get an idea of what may be included as part of the contract. It will

be assumed that each bidder, before offering his proposal, has obtained 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 his work. Prior to work commencing, the Contractor shall verify that the tree has been identified for removal by the presence of a blue dot on the trunk of the tree. If no blue dot is present, the contractor shall contact the City's Grounds Superintendent for verification.

3.2 SCOPE OF SERVICES

TREE REMOVAL

3.2.1 The Removal of trees shall be made with the written authorization of the City of Pontiac. A list of trees and the location of each, bearing the signature of an authorized representative of the City of Pontiac, must be in the possession of the contractor's crew before removing any tree(s). The decision to remove trees must be made by the City. The Contractor may make suggestions. However, written authorization must be obtained before removing any trees. All trees to be removed have been identified in the field with a blue dot on the street side of the tree at approximately 4 feet.

3.2.2 All trees shall be removed in their entirety.

3.2.3 All tree trunks, limbs, leaves, twigs, sawdust and chips resulting from the removal operations will be totally removed and disposed of from the work site on a daily basis by the contractor. Street and sidewalk areas shall be swept and all other areas shall be raked clean of debris generated through removal operations.

3.2.4 The contractor will be required to post NO PARKING signs one (1) day prior to commencing work. Signs will be supplied by the Contractor at the contractor's expense and shall be posted on trees in the right of way. Signs will be posted 6.5' above ground level and angled so as to be easily read by oncoming traffic. The contractor shall mark the date on each sign with an indelible, thick point, black marker when the work is scheduled to occur. Dates shall consist of letters & numerals 2.5 inches tall and be easily readable. Signs are to be promptly removed by the contractor upon completion of each tree/stump removal.

3.2.5 The contractor is required on a weekly basis provide the City of Pontiac, DPW Division the work schedule for the current upcoming week (preferably on 3 days prior to the start of work for each week). Additionally, the Contractor shall also prepare a weekly report showing all work completed previous week (preferably within one week of completed work).

3.2.6 Work shall not start before 7:00 a.m. and shall end no later than 6:00 p.m. unless cleared by the City. Monday through Saturday. Work on Sundays shall be prohibited unless requested by the City.

3.2.7 Safety precautions shall be practiced by the Contractor to adequately safeguard all persons, employees and property from injury or damage. All federal, state (MIOSHA) and local ordinances shall apply. By reference, the American National Standard ANSI Z133.1-1994, Safety Requirements for Tree Care Operations is included in this specification as if it was reprinted here in its entirety.

3.2.8 Public Relations - The Contractor and his employees are expected to respond to the public in a respectable and courteous manner. If the Contractor or his employees cannot satisfy a citizen, he is to refer the citizen to the Department of Public Works, Grounds Division office at 248-758-3600.

STUMP REMOVAL

3.2.9 The Removal of trees shall be made with the written authorization of the City of Pontiac. A list of trees and the location of each, bearing the signature of an authorized representative of the City of Pontiac, must be in the procession of the contractor's crew before removing any tree(s). The decision to remove trees must be made by the City. The Contractor may make suggestions. However, written authorization must be obtained before removing any trees.

3.2.10 Stumps and all visible surface roots shall be mechanically ground out to a minimum depth of 8 inches below the surrounding grade. For locations where sidewalk and curb exist, the surrounding grade shall be established by means of an imaginary line extending from the top of the curb to the street side edge of the city sidewalk. All excess stump chips shall be physically removed from the sites. Sufficient stump chips shall be left on site to fill the resulting depression slightly above the surrounding grade (to allow for some settlement).

3.2.11 Stumps and all visible surface roots shall be mechanically ground out to a minimum of 8 inches below the surrounding grade. For locations where sidewalk and curb exist, the surrounding grade shall be established by means of an imaginary line extending from the top of the curb to the street side edge of the city sidewalk. All excess stump chips shall be physically removed and disposed of from each location at the contractor's expense. Sufficient stump chips shall be left on site to fill the resulting depression slightly above the surrounding grade (to allow for some settlement).

3.2.12 Street and sidewalk areas shall be broom swept and all other areas shall be raked clean of debris generated through removal operations.

3.2.13 The contractor is required on a weekly basis to the City of Pontiac, DPW Division at the work schedule for the current upcoming week (preferably on 3 days prior to the start of work for each week). Additionally, the Contractor shall also prepare a weekly report showing all work completed previous week (preferably with in one week of completed work).

3.2.14 Work shall not start before 7:00 a.m. and shall end no later than 6:00 p.m. unless cleared by the City. Monday through Saturday. Work on Sundays shall be prohibited unless requested by the City.

3.2.15 Safety precautions shall be practiced by the Contractor to adequately safeguard all persons, employees and property from injury or damage. All federal, state (MIOSHA) and local ordinances shall apply. By reference, the American National Standard ANSI Z133.1-1994, Safety Requirements for Tree Care Operations is included in this specification as if it was reprinted here in its entirety.

3.2.16 Public Relations - The Contractor and his employees are expected to respond to the public in a respectable and courteous manner. If the Contractor or his employees cannot satisfy a citizen, he is to refer the citizen to the Department of Public Works, Grounds Division office at 248-758-3600.

TREE TRIMMING

3.2.17 The Removal of trees shall be made with the written authorization of the City of Pontiac. A list of trees and the location of each, bearing the signature of an authorized representative of the City of Pontiac, must be in the possession of the contractor's crew before removing any tree(s). The decision to remove trees must be made by the City. The Contractor may make suggestions. However, written authorization must be obtained before removing any trees.

3.2.18 Trees shall be pruned by removing all dead, diseased, broken and crossing branches. Trimming shall be done by the "drop crotch" method. No stubs over one inch (1") shall be permitted when completed. Live branches shall be removed only to maintain the natural shape and appearance of the trees. A collar should be maintained on lateral branches. Flush cuts are to be avoided on larger branches.

3.2.19 Mutilation and loss of characteristic shape of the tree shall be prohibited. Selective removal of complete limb(s) shall be performed rather than excessive clipping with pruners (i.e. hedge trimming effect shall be avoided). Saw or pruner cuts shall be flush with the parent limbs or trunk of the tree. Limbs shall be pre-cut using a three-cut technique to prevent splintering or peeling of bark.

3.2.20 Ropes shall be used for lowering cut branches when necessary to prevent damage to trees, conductors, fences, cars and other property. No hangers shall be left in the trees after pruning is completed.

3.2.21 Saw cuts need not be treated with dressing or disinfectant unless abnormal conditions exist in reference to disease or insects. All old stubs shall be removed and all old scars shall be inspected. If old scars are not healing properly, they shall be retraced and treated. The lower branches of trees shall be raised if the tops are sufficient to maintain a balanced life to a height of 14 feet above major streets or state trunk lines and 12 feet above local and residential streets. Tools used to prune suspected or diseased trees shall be disinfected before being used on other trees.

3.2.22 Pruning Procedures: Any tree large enough to support a trimmer shall be climbed and trimmed. It is considered inefficient for the trimmer to remain on the ground and trim trees with a pruning pole unless agreed upon by the Director of Public Works.

Light Pruning: The removal of dead wood, suckers, cross branches and stubs up to one inch (1") in diameter.

Medium Pruning: Shall include all items listed under "light pruning" plus branches up to four inches (4") in diameter.

Heavy Pruning: Shall include all items listed under "light pruning" and "medium pruning", in addition to the removal of limbs over four inches (4") in diameter.

All types of pruning will include topping, tracing point, treatment for girdling roots, installment of supporting cables and/or bolting, and necessary repair work when specifically requested by the Director of Public Works.

3.2.23 Shaping: If during pruning, trees are rendered unsightly due to lack of symmetry, further pruning to restore the appearance and obtain desired shape shall be performed. The location, type of tree, and the nature of surroundings, etc. shall govern the extent of such shaping. Full shaping shall consist of the removal or shortening by natural methods of branches in the crown of the tree. Sufficient growth must be left on cutback branches to keep them alive, and when possible, the branches being shortened shall be cut back far enough to preserve the natural appearance of the trees. Side pruning shall not be so severe as to restrict the trees ability to produce the food necessary for healthy growth. Top growth shall not be reduced by an amount greater than that permissible for the species as listed below:

Fifty Percent (50%) - Silver Maple, Willow, Poplar, and other fast growing varieties.

Forth Percent (40%) - Basswood, Elm, Walnut, and Ash.

Fifteen Percent (15%) - Beech, Norway and Sugar Maples, & other slow growing species.

3.2.23 Hazardous Trees: Any person engaged in trimming or pruning that becomes aware of a tree of doubtful strength, which could be dangerous to persons and property, shall report such tree(s) to the City of Pontiac. Such trees shall include those that are over mature, diseased, or showing signs of decay. The City shall inspect any tree reported and a decision shall be made whether to remove the tree at that time.

TREE TRUNK, LIMBS, WOOD CHIP & STUMP CHIP DISPOSAL

3.2.24 The Contractor is responsible for the legal disposal of all tree and stump removal related debris.

3.2.25 The Contractor may contact the State of Michigan; Department of Natural Resources for possible Marshalling Yard locations for the disposal of Ash Tree related debris.

3.3 NON-ASSIGNMENT OR TRANSFER

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

3.4 CITY RULES

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

3.5 TERM OF CONTRACT

The Contract is expected to be for a term of three (3) years with two options for a period of one year each. PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2022

To All Here Present:

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

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

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

Prior to the start of the contract, the successful Contractor will be given a list of trees that have been identified and **marked with a blue dot** signifying that the tree shall be removed under this contract. If an address exists but the tree does not have a blue indicator dot, the contractor shall contact the owner to verify that the tree needs to be removed. Contractor shall inspect each tree prior to removal and contact owner with any questions or concerns. The Contractor will also be given a list of trees that require trimming. The contractor will be required to inspect each tree prior to the start of work and contact the owner with any questions or concerns. At the beginning of each week, and throughout this contract, the Contractor will be required to Fax or email the trees the contractor intends to complete for that week so the owner can provide inspection prior, during, and after work is completed.

TREE REMOVAL

| Tree Diameter at Breast Height | 1"-10" | 11"-17" | 18"-24" | 25"-30" | 31"-39" | 40"+ |
|--------------------------------------|---------|---------|---------|---------|---------|------|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| Stump Diameter | 10"-20" | 21"-27" | 28"-34" | 35"-40" | 41"-49" | 50"+ |
| | \$ | \$ | \$ | \$ | \$ | \$ |

TREE TRIMMING/BRUSH REMOVAL

1. Three-Person Crew

Cost Per Hour: \$ _____

Three-person crew shall include working foreman, climber, grounds person, aerial high-ranger, trimming equipment, chipper and chip truck.

2. Chipping Crew-Two Person Crew

Cost Per Hour: \$ _____

Shall include two-person crew, brush chipper and chip truck

3. Emergency Work-Three Person Crew

Cost Per Hour: \$ _____

Contractor will have a 3 hour response time for emergency work from time of notification unless otherwise indicated

There shall be a minimum crew of three persons, including working foreman, climber, grounds person, aerial high-ranger, and trimming equipment. Travel time shall be included in the hourly rate bid. Payment time shall begin when the crew arrived on site and shall end upon completion of the job.

BIDDER ACKNOWLEDGES RECEIPT OF ANY ADDENDUM: (if issued)

ADDENDUM NO: _____ Dated: _____

Related Project Experience:

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last two (2) years:

1) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

2) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

3) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

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

CITY OF PONTIAC - BID PROPOSAL

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

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

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

Federal Tax Identification Number: _____

Date: _____

BID SUMMARY
Project: Tree Trimming Services and Tree & Stump Removal
Client: City of Pontiac, Michigan

City of Pontiac
 47450 Woodward Ave.
 Pontiac, MI 48238

Project Name: Tree Trimming and Tree & Stump Removal
Bid Opening: July 29, 2022

Lamphere's Landscaping & Tree Service*
 4900 Pontiac Lake Road
 Waterford, MI 48238
 Ph: 248 673-8538

Owen Tree Service
 225 N. Lake George Road
 Attica, MI 48412
 Ph: 610 724-6651

Procare Tree Service LLC;
DBA Chop
 1505 Steele Ave. SW
 Grand Rapids, MI 48507
 Ph: 616 583-9821

| NO. | ITEM | UNIT | UNIT PRICE | UNIT PRICE | UNIT PRICE |
|------------------------------------|----------------------------------|-------|------------|------------|------------|
| Tree & Stump Removal | | | | | |
| 1 | Tree Removal 1"-10" | EA | \$48.00 | \$75.00 | \$121.00 |
| 2 | Tree Removal 11"-17" | EA | \$120.00 | \$232.50 | \$387.00 |
| 3 | Tree Removal 18"-24" | EA | \$330.00 | \$540.00 | \$891.00 |
| 4 | Tree Removal 25"-30" | EA | \$460.00 | \$1,200.00 | \$2,261.00 |
| 5 | Tree Removal 31"-39" | EA | \$650.00 | \$1,800.00 | \$2,871.00 |
| 6 | Tree Removal 40"+ | EA | \$920.00 | \$2,000.00 | \$3,517.00 |
| 7 | Stump Removal 10"-20" | EA | \$20.00 | \$120.00 | \$179.00 |
| 8 | Stump Removal 21"-27" | EA | \$50.00 | \$147.50 | \$243.00 |
| 9 | Stump Removal 28"-34" | EA | \$65.00 | \$180.00 | \$352.00 |
| 10 | Stump Removal 35"-40" | EA | \$80.00 | \$250.00 | \$535.00 |
| 11 | Stump Removal 41"-49" | EA | \$105.00 | \$300.00 | \$723.00 |
| 12 | Stump Removal 50"+ | EA | \$145.00 | \$375.00 | \$910.00 |
| Tree Trimming/Brush Removal | | | | | |
| 1 | Three-Person Crew | HOURL | \$180.00 | \$315.00 | \$225.00 |
| 2 | Chipping Crew-Two Person Crew | HOURL | \$135.00 | \$210.00 | \$151.00 |
| 3 | Emergency Work-Three Person Crew | HOURL | \$315.00 | \$625.00 | \$395.00 |

Note: Lamphere's Landscaping and Tree Service did not provide a Bid Bond.

Prepared By: John Cecil
 Date: August 9, 2022

#20

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Grants

DATE: August 16th, 2022

RE: **Council resolution to approve the Extension Addendum to the KABOOM Play Everywhere Challenge Grant Agreement**

In 2019 the City of Pontiac was awarded \$56,500 to execute a grant funded project in Hidden River Plaza with Funding from the "KABOOM! Play Everywhere Challenge." On July 2nd, 2019 the Pontiac City Council voted to accept the funds and permit the former Mayor to execute the grant agreement. The terms of this agreement have since expired and the funder has kindly extended the grant term and has provided an extension addendum with a completion date of October 15, 2022.

The extension addendum between KABOOM! Play Everywhere and The City of Pontiac is a procedural step that allows the City of Pontiac to continue to execute the deliverables of the original agreement. Legal Counsel to the City has advised that Council approval is not required for this agreement, in the interest of full transparency, City's administration is seeking Council approval for this agreement.

Construction is set to begin in Hidden River Plaza on September 12th. The completion of the installation of the performance space will take approximately two weeks.

RESOLUTION ON FOLLOWING PAGE



Resolution to approve the Extension Addendum to the KABOOM Play Everywhere Challenge Grant Agreement

WHEREAS, in 2019 the City of Pontiac was awarded \$56,500 to execute a grant funded project in Hidden River Plaza with Funding from the “KABOOM! Play Everywhere Challenge.”

WHEREAS, On July 2nd, 2019 the Pontiac City Council voted to accept the funds and permit the City to execute the grant agreement.

WHEREAS, the terms of this agreement have since expired and the funder has kindly extended the grant term and has provided an extension addendum with a completion date of October 15, 2022.

WHEREAS, the extension addendum between KABOOM! Play Everywhere and The City of Pontiac is a procedural step that allows the City of Pontiac to continue to execute the deliverables of the original agreement.

NOW THEREFORE, be it resolved that the Pontiac City Council approves the Extension Addendum between KABOOM! Play Everywhere and The City of Pontiac and authorizes Mayor Tim Greimel to execute it.

#21

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Grants & Philanthropy

DATE: August 16, 2022

RE: **Adoption and acceptance of a \$70,000 grant award from the Community Foundation for Southeast Michigan in support of the City of Pontiac Department Capacity Building Project**

The City of Pontiac has received a \$70,000 grant award from the Community Foundation for Southeast Michigan (CFSEM). The grant was awarded to the City in support of the City of Pontiac Department Capacity Building Project. The City's objective is to create safer, more resilient neighborhoods, attract developers, and stimulate further neighborhood revitalization through the empowerment of the City of Pontiac Code Enforcement Division. In preparation of increased staffing for the Code Enforcement Division the City would like to engage with Baker Tilly to receive technical assistance to perform a Current State Assessment and establish a Process Improvement Plan. The City of Pontiac kindly requested support from the Community Foundation for Southeast Michigan in the amount of \$70,000 and was awarded the funds. This grant award will support the professional services costs provided by Baker Tilly.

Enforcement of building and housing codes is an essential piece of neighborhood revitalization and community safety in Pontiac. The City of Pontiac plans to build capacity in its Code Enforcement Division so that it may develop short and long term plans and execution methods for the enforcement of the City's municipal codes and ordinances. Through application of the "broken window theory" and other common revitalization and safety models, the City will use the Code Enforcement Division as a task force for mitigating blight, nuisances, and crime, stemming from more than a decade of neglect and disinvestment. Through this model the City will bring current properties into compliance, reduce blight, and provide support services to owner-occupied properties.

Code enforcement is a City of Pontiac Division that is used to gain compliance with land use and property regulations, such as zoning, uniform building and fire codes, health and housing codes. The City of Pontiac Code Enforcement Division inspects properties, issues notices of violations, and works with property owners and other responsible parties to bring properties into compliance. Residents in the City of Pontiac have faced decades of disinvestment resulting in a physically deteriorated environment plagued by blight and disrepair. While the City was under emergency management, its staffing was stripped down and many of City services were outsourced or removed entirely, this includes code enforcement. In an effort to address the backlog of code enforcement violations from more than a decade of neglect, it is vital

that the City bolster its Code Enforcement Division so that it may execute a blitz in activity. Because of the many years of neglect that have led to the deterioration and abandonment of properties, this will require a heightened and increased capacity for the division.

The City's gap in capacity for planning and forecasting has presented many challenges, and the support provided by this grant will allow the City to finally have the financial capacity to address the vital need to repair the municipality's operational infrastructure and build a division and team that has the bandwidth and support system to be proactive rather than reactive. The primary objective of this project is to complete a Current State Assessment of the Code Enforcement Division and establish a Process Improvement Plan. This process will include evaluation of current processes and procedures, development of standard operating procedures and workflows, development of training materials, development of organizational chart and job descriptions, and a compilation of all of the aforementioned to support a Process Improvement Plan. The City of Pontiac will reach these goals by utilizing its experience facilitating this same set of deliverables, in partnership with Baker Tilly, that ultimately built the Grants & Philanthropy Department.

Enclosed: CFSEM Digital Workspace Upgrade Project Grant Agreement



CITY OF PONTIAC CITY COUNCIL

**RESOLUTION TO ADOPT AND ACCEPT A \$70,000 GRANT FROM THE COMMUNITY
FOUNDATION FOR SOUTHEAST MICHIGAN IN SUPPORT OF THE CITY OF PONTIAC
DEPARTMENT CAPACITY BUILDING PROJECT**

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

WHEREAS, the City of Pontiac was awarded a \$70,000 grant from the Community Foundation for Southeast Michigan, and;

WHEREAS, the grant is for the purpose of conducting an evaluation of current processes and procedures, development of standard operating procedures and workflows, development of training materials, development of organizational chart and job descriptions, and a compilation of all of the aforementioned to support a Process Improvement Plan for the City of Pontiac Code Enforcement Division, and;

WHEREAS, the grant award from Community Foundation for Southeast Michigan does not have a matching requirement, and;

WHEREAS, the Community Foundation for Southeast Michigan requires an executed grant agreement to disburse the funds, and;

NOW THEREFORE BE IT RESOLVED that the City Council hereby authorizes the Mayor Tim Greimel to execute the grant agreement for the grant award in the amount of \$70,000 from the Community Foundation for Southeast Michigan in support of the City of Pontiac Department Capacity Building Project.

Community Foundation

FOR SOUTHEAST MICHIGAN

August 12, 2022

Tim Greimel
Mayor
City of Pontiac
47450 Woodward Ave
Pontiac, Michigan 48342-5009

Re: #IG-202219145

Dear Honorable Greimel:

We are pleased to announce that the Board of Trustees of the Community Foundation for Southeast Michigan has adopted the following resolution:

RESOLVED, that a grant of \$70,000 to City of Pontiac for support for continued engagement with Baker Tilly to receive technical assistance to establish a Process Improvement Plan and other capacity building activities be approved.

Included are the Terms of Grant Agreement related to this grant. Please make special note of all the provisions and procedures indicated. Please sign and submit the Terms of Grant Agreement to the Community Foundation for Southeast Michigan as soon as possible indicating your acceptance of the grant award and its terms. Also, please visit our website at cfsem.org/grantee-press/ for guidelines about publicizing your award, and any unique reporting requirements.

After a signed copy of the Terms of Grant Agreement has been received, it is anticipated that payment will be made as follows:

| Date: | Amount: |
|-------------|-------------|
| August 2022 | \$70,000.00 |

Please note that your payment will be mailed to the mailing address on file in Fluxx. To update, request changes to applications@cfsem.org.

We wish you every success and look forward to receiving reports on your progress.

Sincerely,



Richard L. DeVore
President

TERMS OF GRANT AGREEMENT

PLEASE READ CAREFULLY!

I. Acceptance of Grant

The grant to your organization from the Community Foundation for Southeast Michigan is for the explicit purposes described in the Grant Resolution and is subject to your acceptance of the terms described therein.

To accept the grant and receive the funds, return a signed copy of this "Terms of Grant Agreement" to the Community Foundation for Southeast Michigan. Please refer to the grant number and title in all communication concerning the grant.

Grantee:

City of Pontiac

Date Authorized:

July 26, 2022

Grant Number:

IG-202219145

Amount Granted:

\$70,000

Grant Resolution:

RESOLVED, that a grant of \$70,000 to City of Pontiac for support for continued engagement with Baker Tilly to receive technical assistance to establish a Process Improvement Plan and other capacity building activities be approved.

Grant Period:

Begins –

August 12, 2022

Terminates –

August 11, 2023

II. Review of Grant Activity

The grantee will furnish the Community Foundation for Southeast Michigan with written reports according to the following schedule:

Report:

Final Report

Due Date:

September 8, 2023

TERMS OF GRANT AGREEMENT

City of Pontiac
IG-202219145

III. Publicity

We strongly encourage the grantee to publicize the receipt of this grant. Please share a copy of any press releases and announcements for approval prior to distributing, as well as copies and links of news coverage that results from press outreach.

IV. Special Provisions

In accepting this grant, the grantee agrees to the following conditions:

1. To use the funds granted solely for the purpose stated.
2. To repay any portion of the amounts granted which is not used for the purpose of the grant.
3. To return any unexpended funds if the grantee loses its exemption from Federal income taxation as provided under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or (b) as a governmental entity or political subdivision within Section 170 (c) of the Code.
4. To maintain books and records adequate to verify actions related to this grant should this prove necessary.
5. Pre-approval is needed for any modifications in the approved project budget.

For the Grantee:

Signature of Authorized Representative

Date

Name and Title of Authorized Representative

#22

RESOLUTION



CITY OF PONTIAC CITY COUNCIL

**RESOLUTION TO APPROVE CHANGES TO TITLE OF ECONOMIC/COMMUNITY
DEVELOPMENT DIRECTOR AND INSTALLMENT OF THE COMMUNITY DEVELOPMENT
DIRECTOR POSITION**

WHEREAS, in accordance with Article IV, Chapter 1, Section 4.106 the Mayor may appoint for each department of the executive branch a director who serves at the pleasure of the Mayor as head of the department; and

WHEREAS, in accordance with Article IV, Chapter 1, Section 4.106 such appointment is subject to the approval of Council; and

WHEREAS, the ability to attract and retain new and existing businesses is crucial to the development and sustainability of the City of Pontiac

WHEREAS, the relationship between the City and business leaders is one that needs to be continuously nurtured;

NOW THEREFORE, BE IT RESOLVED, in accordance with the appointment procedures provided by law and the City Charter, a Community Development Director will be installed at the salary of \$100,000 annually, and the Economic/Community Development Director position will become a manager level position.

#23

RESOLUTION

Resolution of the Pontiac City Council



Resolution to authorize the City Clerk to publish the notice of a proposed Budget Amendment for Fiscal Year 2022-23 to transfer \$5,870 from General Fund Balance GL account 101-000-390-000 to the General Fund GL Account 101-690-702.000 – Salaries and Wages, Redevelopment and Housing.

Whereas, the City of Pontiac timely approved the FY 2022-23 budget on June 22, 2022 and;

Whereas, the organizational restructuring envisioned by the new budget for this fiscal year included the creation of a new Community Development Department that will oversee Planning, Economic Development, and the Building Department; and

Whereas, in accordance with longstanding job title nomenclature used at City Hall, we need to both establish the new job title of Community Development Director

Whereas, in order to ensure that the budgeted appropriations remain in compliance with the City's Charter, the Budget Ordinance and state law, the Administration is proposing a budget amendment for the General Fund; and

Whereas, the Administration proposes to allocate \$5,870.00 in funding out of the General Fund Balance GL Account 101-000-390.000 and a total of \$5,870.00 be transferred to the General Fund GL Account 101-690-702.000 – Salaries and Wages, Redevelopment and Housing.

NOW, THEREFORE, BE RESOLVED, that the City Council hereby authorizes the City Clerk to publish the notice of a proposed budget amendment for Fiscal Year 2022-2023 transferring \$5,870.00 out of the General Fund-Fund Balance GL Account 101-000-390-000 and a total of \$5,870.00 be transferred to the General Fund GL Account 101-690-702.000 – Salaries and Wages, Redevelopment and Housing.

#27

COMMUNICATION

PONTIAC'S BEST SUMMER EVER 2022!

PONTIAC UNITED EDUCATION COALITION

GIVE ME S'MORE SUMMER

We Are Serving Up
More Summer!

Free S'mores!

Resource Tables

Fun and Games

Free Give Aways!

Y on The Fly

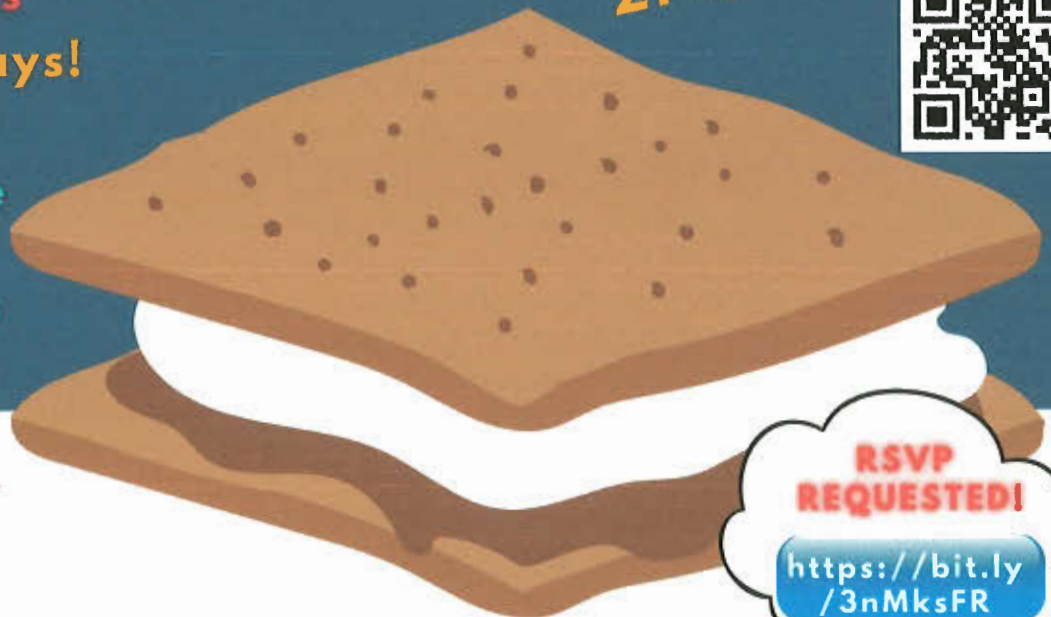
School Resource

Tables and

Enrollment Info.

And MORE!!

AUGUST 17TH
2PM - 5PM



RSVP
REQUESTED!

<https://bit.ly/3nMksFR>



**BRING YOUR FAMILY!
TELL A FRIEND!**

OAKLAND PARK

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