

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

51st Session of the 11th Council

September 20, 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. September 12, 2022 Economic Development, Housing & Planning Subcommittee Meeting Minutes
- B. September 13, 2022 City Council Meeting Minutes

Special Presentations

- 1. National Voter Registration Advocacy
Presenter: Zeta Phi Beta Sorority, Inc. Lambda Rho Zeta Chapter (Pontiac Chapter)
- 2. The Impact of Adverse Childhood Experiences (ACES) Training Opportunity
Presenter: Rev. Keyon Payton, Institute of Trauma and Economic Justice

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinance

- 3. An Ordinance to Amend the City of Pontiac Reestablished General Employees' Retirement System to Account for Changes to required Minimum Distribution Rules. **(First Reading)**

Resolutions

DPW

4. Resolution to Approve the MDOT 2022 Highway Safety Improvement Agreement.

Planning

5. Resolution to approve the Conditional Rezoning and Entitlement Agreement for 537 Bradford Street Pontiac, Michigan 48341, Crown Enterprises, LLC.

Public Comment (Three Minutes Time Limit)**Discussions**

6. Increased Traffic Pressure at South Boulevard and Woodward Avenue, Short-Term and Long-Term Solutions Being Sought from State of Michigan
7. DTE Energy System Upgrades at Cesar Chavez Avenue and the Woodward Loop, Resulting in Occasional Southbound Cesar Chavez Avenue Closures and Detours at the Woodward Loop, Through This Week
8. Oakland County Animal Shelter & Pet Adoption Center at Full Capacity, Discounted DOPTION Fees of \$40 for dogs and \$25 for Cats

Communications**City Council**

9. Pontiac City Council has Recognized September 2022 as Suicide Prevention Month
10. Pontiac City Council has Recognized September 2022 as Sickle Cell Awareness Month
11. Creating Felt Pumpkins Workshop, September 22, 2022 at 6:00 pm, held at the Pontiac Creative Arts Center, 47 Williams Street, Pontiac 48341
12. Oakland County Prosecutor's Office Racial Justice Advisory Council Second Annual Justice Resource Fair, September 24, 2022 from 12:00 to 2:00 pm, held at Beaudette Park, 786 Orchard Lake Road, Pontiac, MI 48341
13. Gallery 46 Exhibit Celebrating Hispanic Heritage Opening Show September 24, 2022 from 6:00 to 9:00 pm, held at Gallery 46, 46 N. Saginaw Street, Pontiac 48342
14. Flu Shot Clinic, September 27, 2022 from 10:00 am to 1:00 pm, held at Bowens Center, 52 Bagley Street Pontiac, MI 48341
15. Oakland County Treasurer Virtual Land Auction Second Round, September 28, 2022, visit tax-sale.info online for more information
16. Clinton River Trail Resurfacing Project Ribbon Cutting, September 30, 2022 at 1:30 pm, held on the Clinton River Trail at the bridge west of Bagley Street in Pontiac
17. CVS Pharmacy and Saint Paul Pontiac Community Lutheran Church Annual Flu Vaccine Clinic, October 5, 2022 from 1:00 to 6:00 pm, held at Saint Paul Pontiac, 1133 Joslyn Avenue, Pontiac 48340
18. Impact of Adverse Childhood Experiences (ACEs) Training, October 7, 2022 from 9:00 am to 3:30 pm (Registration opens at 8:00 am), held at United Wholesale Mortgage, 585 South Boulevard East, Pontiac 48341. Presented by the Institute of Trauma and Economic Justice, with Oakland Community Health Network, Oakland County Sheriff's Department, Oakland County Health Division and more, register Online at www.oaklandchn.org/activities

19. Deep Meditation and Art Therapy, October 7, 2022 from 6:00 to 8:00 pm, held at the Pontiac Creative Arts Center, 47 Williams Street, Pontiac 48341
20. HAUNTIAC Full Moon Open Fair, October 7, 8, and 9, 2022 in Downtown Pontiac
21. Hauntiac Car Show and Woodward Scream Cruise, October 8, 2022 from 2:00 to 5:00 pm, held at the Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342
22. Pontiac Night Riders Motorcycle Club Free Annual Senior Citizens Dinner, October 8, 2022 from 3:00 to 6:00 pm, held at 339 Raeburn, Pontiac 48342
23. Plein Air Painting Session, October 9, 2022 from 12:00 to 6:00 pm, held at Oak Hill Cemetery, Pontiac 48342
24. Gallery 46 Open Call for Artists for their Exhibit Celebrating Hispanic Heritage, Exhibit Runs September 16 through October 16, 2022, held at 46 N. Saginaw Street, Pontiac 48342, email 46northsaginaw@gmail.com for information
25. Micah 6 Community Death By Chocolate Fundraiser, October 21, 2022 from 7:00 to 9:00 pm, held at Goldner Walsh Garden & Home, 559 Orchard Lake Road, Pontiac 48341
26. Oakland County Treasurer Virtual Land Auction Final Round, October 28, 2022, visit tax-sale.info online for more information
27. Pontiac Night Riders Motorcycle Club Free Annual Kiddie Spooky Party, October 31, 2022 from 6:00 to 9:00 pm, held at 339 Raeburn, Pontiac 48342
28. 2022 General Election is held on Tuesday, November 8, 2022 and polling locations are open from 7:00 am to 8:00 pm
29. Annual Holiday Tree Lighting Ceremony, December 2, 2022 outside of the District Courthouse, Downtown Pontiac
30. Annual Holiday Extravaganza Parade, December 3, 2022 along Cesar Chavez Avenue, Oakland Avenue, and Saginaw Street in Downtown Pontiac

Mayor's Office

31. September is Senior Center Month, with Special Events the Entire Month of September at Ruth Peterson Senior Center and Robert Bowens Senior Center
32. Pontiac Youth Recreation Fall Youth Programs Registration Underway, Visit pontiacrecreation.recdesk.com for more information, programming this fall includes: Bitty Basketball, Elementary Girls Basketball, Chess Club, Indoor Tennis, Dance, Martial Arts, Flag Football, Music, E-Sports, young Authors, Etiquette Class, Cooking and Baking Class, VR Virtual Reality, Edu-Tainment, German Language Courses, Spanish Language Courses, Japanese Language Courses, Biochemistry, Dissection, and Fashion & Entertainment Club
33. MDOT Town Hall (Woodward Loop Conversation) September 21, 2022 from 6:00 to 8:00 pm, at Bowens Center, 52 Bagley St. Pontiac, MI 48341
34. Pontiac Skatepark Town Hall, Community Town Hall Meeting at City Hall in the Council Chambers, 47450 Woodward Avenue Pontiac, MI 48342 on September 21, 2022 at 6:00 p.m.
35. Lawn Chair Concert Series, September 22, 2022 at 6:00 pm, held at Rotary Park in Pontiac, Featuring Melanie

Rutherford and Phat Greasy

36. 2022 State of the City Address – 6:00 pm, September 29, 2022 at: The Crofoot, 1 S. Saginaw St. Pontiac, MI 48342
37. Brunch + Community Conversations with Mayor Greimel, October 8, 2022 from 11:00 am to 1:00 pm, held at Bowens Senior Center, 52 Bagley Street, Pontiac 48341

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA A

**PONTIAC CITY COUNCIL ECONOMIC DEVELOPMENT,
HOUSING & PLANNING SUBCOMMITTEE
SEPTEMBER 12, 2022 MEETING MINUTES**

In Attendance

Council Members: Council President Mike McGuinness (Chair), Councilman Mikal Goodman, Councilwoman Melanie Rutherford

Deputy Mayor: Khalfani Stephens

Planning: Vern Gustafsson

Legislative Counsel: Monique Sharpe

CALL TO ORDER: Meeting called to order at 9:05 a.m.

RETURNING BUSINESS ITEMS DISCUSSED:

- Administration Reorganization of Community Development Department Progress
- Hiring Progress for Open Community Development Positions, Staff Capacity
- Pontiac Master Plan Update Process, Economic Development Grant-Funded Assistance
- Planning Commission, Zoning Board of Appeals, Historic District Comm. Appointments, Training
- Batch 17 Demolitions Progress Update, Prospect of Forthcoming Demolition Needs
- Status on 404 Highland Avenue Out of Compliance Structure
- Status on Rosshire Court Complex Dangerous Eyesore, Clarity on Path Forward
- Status on 529 E. Walton Boulevard High-Profile Eyesore
- Status on Maynard Court Previous Concerns Brought to Mayor, Council
- Status on 118 and 120 University Drive, Dangerous and High-Profile Eyesore
- Perdue School Site Prospective Redevelopment Status
- Oakland County Land Bank Initiative, Implications for Pontiac and our Vacant Properties

NEW BUSINESS ITEMS DISCUSSED:

- Administration Requests for New Planning Ordinances, or Ordinance Amendments

- Minor R-1 Zoning Amendments from Staff
 - Donation Collection Bins Regulation
 - Sign Ordinance Minor Modifications
 - Addressing Shipping Containers
 - Form-Based Code on Accessory Units
- Status on 529 E. Walton Boulevard High-Profile Eyesore
 - Administration Intention to Request Council to Approve Abatement Special Assessments
 - Center for Community Progress Collaboration, Reclaiming Vacant Properties Conference
 - New Businesses, Developments Interested in Pontiac Growth

STANDING UPDATES REVIEWED:

Residential Developments Status

1. The Shores at Crystal Lake, Branch Street and Environs (*District One*)
2. American House, 1957 S. Telegraph Road (*District One*)
3. 24 at Bloomfield Apartments, 2083 S. Telegraph Road (*District One*)
4. Westwood Apartments, 817 Golf Drive (*District One*)
5. Expanded Phase of Westwood Apartments Submitted, Golf Drive (*District One*)
6. Oakland Press Building Redevelopment, W. Huron Street (*District One*)
7. The Shores at Stonegate Pointe (*District Two*)
8. Fieldstone Village Expansion (*District Five*)
9. Little Grace Village, Grace Centers of Hope (*District Six*)
10. Carriage Place Renovation Project (*District Seven*)
11. Winston Commons, 61 Mechanic Street (*District Seven*)
12. West Manor Reconstruction, 245 S. Paddock Street (*District Seven*)

Commercial Developments Status

1. Ottawa Towers, 51111 Woodward Avenue and 31 E. Judson Street (*District One*)
2. Workspace Pontiac Downtown, 2 and 4 N. Saginaw Street (*District One*)
3. Nature's Remedy Pontiac Provisioning Center, Orchard Lake Road (*District One*)
4. McLaren Oakland Hospital Renovations (*District One*)
5. M1 Concourse Complex, 1 Concourse Drive (*District One*)
6. Pontiac Transportation Museum, 250 W. Pike (*District One*)
7. Epiphany Studios Expansion Completed, 770 Orchard Lake Road (*District Two*)
8. RISE Pontiac Commercial District, Vanguard Drive (*District Two*)
9. Webster Community Center, 640 W. Huron (*District Two*)
10. West Huron Mini Storage, 761 W. Huron (*District Two*)
11. Centro Multicultural La Familia at Former Wever School, New York Avenue (*District Four*)
12. Baldwin Avenue Quick Stop, 1272 Baldwin (*District Four*)
13. Taco Bell Restaurant at Walton Boulevard near Laurel (*District Four*)
14. Joslyn and Walton Provisioning Center, 529 E. Walton Boulevard (*District Four*)
15. Glenwood Plaza Redevelopment, 1 S. Glenwood Avenue (*District Six*)
16. Touchless Car Wash at Joslyn and Second Avenue (*District Six*)
17. Market at Midway and Sanford, 327 Midway Avenue (*District Seven*)
18. Paddock Vehicle Storage, 339 S. Paddock Street (*District Seven*)

19. East Pike Car Storage, 145 E. Pike Street (*District Seven*)

Industrial and Warehouse Developments

1. Lawrence Industries, 108 E. Lawrence (*District One*)
2. Get Your Greens, 645 S. Old Telegraph Road (*District One*)
3. BYOP Properties Cesar Chavez LLC, Cesar Chavez Avenue at Kinney Road (*District Three*)
4. Former General Motors Parking Lot Repurposing, Baldwin Road (*District Three*)
5. Former Kennett Road Landfill Redevelopment, North Telegraph Road (*District Four*)
6. Public Storage Expansion, 788 E. Walton (*District Five*)
7. Tatro Michigan at Glenwood Site, N. of Montcalm (*District Six*)
8. Oakland Logistics Park, Opdyke Road (*District Seven*)
9. Etkin Self-Storage Facility, 3111 Centerpoint Parkway (*District Seven*)
10. Crown Enterprises Batch Concrete Concept, Bradford Drive (*District Seven*)
11. Small-Scale Industrial Park Concept Interest (*Location Not Yet Determined*)

ITEMS FOR FUTURE CONSIDERATION BY THE SUBCOMMITTEE OFFERED

PUBLIC COMMENT: Opportunity for Public Comments Offered. No Requests Received.

ADJOURNMENT: Meeting Adjourned at 10:09 a.m.

CONSENT AGENDA B

**Official Proceedings
Pontiac City Council
50th 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, September 13, 2022 at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Pastor Laurie Kelsey, First Presbyterian Baptist Church, 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.

Deputy Mayor Stephens 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 Goodman.

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

No: None

Motion Carried

Consent Agenda

22-244 **Resolution to approve the consent agenda for September 13, 2022.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, the City Council has reviewed the consent agenda for September 13, 2022.

Now, Therefore, Be It Resolved that the City Council approves the consent agenda for September 13, 2022 including the City Pontiac Fund Balance Sheet, September 6, 2022 City Council Meeting Minutes and September 8, 2022 Finance and Personnel Subcommittee Minutes.

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

No: None

Resolution Passed

Resolution

City Council

22-245 **Resolution Celebrating 2022 Golden Gloves National Champion Kentrell Rouser of Pontiac.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Whereas, it is the sense of this legislative body to honor an outstanding, young adult of remarkable character, who is inspirational and who serves as a role-model to others; and,
Whereas, Kentrell Rouser, a 19 year-old Pontiac native is an extraordinary and talented Amateur Boxer who stands head and shoulders above the rest and who has accomplished what others can only dream of; and,

Whereas, Kentrell Rouser, son of Shavon and Kenyell Rouser, started his boxing career in 2007 at the astonishing age of four; and,

Whereas, for Kentrell Rouser, boxing is second nature, as boxing started with Kentrell's grandfather, Keith Rouser down to his father who also serves as his head coach; and,

Whereas, Kentrell Rouser recently won the national Golden Gloves Championship in the 139 weight class and also winning fighter of the tournament out of 300 hundred other boxers in Tulsa, Oklahoma; and,

Whereas, Kentrell Rouser is currently ranked the #1 Boxer in Michigan and in the United States, Kentrell is now qualified to participate in the Olympic qualifiers to qualify for the youth Olympic team in December; and,

Whereas, Kentrell Rouser is determined to win more national tournaments, qualify for the Olympic team and ultimately become a professional boxer; and,

Whereas, Kentrell Rouser's humbled spirit, unwavering dedication, discipline and acknowledgement that he is a "child of God," proves that Kentrell Rouser is in fact a rising star who serves as an example to others, the sky is the limit, there is hope for a better tomorrow and the possibilities are endless; now, Therefore, Be It Resolved, that the Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Kentrell Rouser for a job well done and for truly, representing the City of Pontiac. Congratulations.

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

No: None

Resolution Passed

Special Presentation

Celebrating 2022 Golden Gloves national Champion Kentrell Rouser of Pontiac

Subcommittee Reports

Communications, Engagement & Operations – Chair Goodman

Economic Development, Housing & Planning – Chair McGuinness

Facilities & Property – Chair Carrington

Finance & Personnel – Chair Nicholson

Law & The Courts – Chair Parker

Parks, Recreation & Public Works – Chair James

Public Safety, Health & Wellness – Chair Carrington

Recognition of Elected Officials – Damjana Gjetaj - State Representative Brenda Carter's Office

Agenda Address

1. Bill Maxey
2. Chuck Johnson addressed item #10
3. Gloria Miller

Agenda Items

Resolutions Continued

City Council

22-246 **Resolution Recognizing the Friends of the Clinton River Trail.** Moved by Councilperson Rutherford and second by Councilperson Parker.

Whereas, the Clinton River Trail is a rail-trail that extends across 16 miles of Oakland County, Michigan, through suburban, urban and rural portions of Detroit's northern suburbs; and,

Whereas, Friends of the Clinton River Trail are a dynamic and phenomenal all-volunteer, non-profit citizen group with a membership of over 450 people from communities on or near the Clinton River Trail (CRT) organization; and,

Whereas, Friends of the Clinton River Trail is a collaborative partner to the City of Pontiac that has a steadfast and unwavering commitment and loyalty to promoting the Clinton River Trail as a safe and enjoyable recreational destination and an epicenter, by providing opportunities to connect people with the natural environment and cultural amenities; and,

Whereas, Friends of the Clinton River Trail remarkable completed a year-long 15th Anniversary celebration with 16 special events throughout all five Clinton River Trail communities; and,

Whereas, Friends of the Clinton River Trail have been invaluable and vital to the revitalization of the City of Pontiac; and,

Whereas, Friends of the Clinton River Trail worked with Oakland County EDCA to draft an RFP for the City of Pontiac to address both rehabilitation of the existing trail and development of the new Spur segment in addition to partnering with St. Joseph Mercy Hospital to clean-up along the trail and river between Beaudette Park and Bagley St. in Pontiac; and,

Whereas, Friends of the Clinton River trail are currently working with the City of Pontiac, City of Sylvan lake, Healthy Pontiac We Can Coalition, Oakland County and other stakeholders to make essential safety improvements and accessibility renovations to the Clinton River Trail in Pontiac as well as implement goals and objectives identified in the 2017 Complete Streets Pontiac Plan and the 2021 Pontiac Parks & Recreation Master Plan; now,

Therefore, Be It Resolved, that the Pontiac City Council, and members of this great community recognize and graciously thank Friends of the Clinton River Trails for providing a valued and outstanding service and for enriching the lives of families and individuals in our community.

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

No: None

Resolution Passed

Finance

22-247

Resolution to Approve a Budget Amendment for Fiscal Year 2022-23 to Increase Budgeted Revenues in the Amount of \$500,000 to the General Fund in Account 101-000-513.000, and Appropriation in the Amount of \$250,000 to Account 101-699-818.000 Other Professional Services, and \$250,000 to Account 101-699-959.001 Contribution to WRC. Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Whereas, the City of Pontiac was awarded a \$500,000 grant from the Oakland County Local Government Critical Infrastructure Grant Program, and;

Whereas, the grant is for the purpose of preparation of a Clean Water SRF Project Plan in order to apply for a low interest loan and potential disadvantaged principal forgiveness for a project to remove inflow and infiltration from the sanitary sewer system. The project will also include additional planning efforts to evaluate and identify storm and sanitary sewer pipes that require rehabilitation, determine the most cost-effective intervention, and prepare a 5-Year Capital Improvement Plan (CIP) that coordinates construction with other infrastructure improvements in the City, and;

Whereas, this grant award has no matching requirement, and;

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

Whereas, the funds from the grant will increase the budgeted revenue for the current fiscal year 2022-2023 in the amount of \$500,000 for grant income, and increase the appropriations in the amount of \$500,000, representing grant expenditures.

Whereas, the increased appropriations will not cause the fund balance in the General Fund to go below the policy mandated thresholds and;

Now Therefore, be resolved that the City Council hereby approves the amendment for the Fiscal Year 2022-23 Budget as requested by the Administration receiving revenues in the amount \$500,000 to the General Fund in account 101-000-513.000, and appropriations in the amount of \$250,000 to account 101-699-818.000 Other Professional Services, and \$250,000 to account 101-699-959.001 Contribution to WRC.

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

No: None

Resolution Passed

Grants

22-248

Resolution to Authorize the City Clerk to Publish the Proposed Budget Amendment to Increase Budgeted Revenues in the Amount of \$19,372 to General Fund in Account 101-000-532-000-FBI-Federal Grants Others, and Appropriations in the Amount of \$19,372 to Account 101-301-818-069-FBI-Professional Service-Oakland County Sheriff OT. Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Whereas, the City of Pontiac was awarded \$19,372 in reimbursement from the Federal Bureau of Investigation, and;

Whereas, the reimbursement is for the cost of overtime incurred by officers assigned full-time to FBI-managed task forces provided the overtime expenses were incurred as a result of task force-related activities, and;

Whereas, the reimbursement is for fiscal year 2022, the maximum limits for reimbursements under these CRAs are \$1,614.33 per month and \$19,372 per year for each officer assigned full-time to the task force, and;

Whereas, the funds from the reimbursement will increase the budgeted revenue for the current fiscal year 2022-2023 in the amount of \$19,372 for grant income, and increase the appropriations in the amount of \$19,372, representing expenditures.

Whereas, the increased appropriations will not affect the fund balance in the General Fund due to increase in the revenue for the same amount.

NOW THEREFORE, be resolved that the City Council hereby authorizes the City Clerk to publish in a newspaper the proposed budget amendment for Fiscal Year 2022-23 as requested by the Administration receiving revenues in the amount \$19,372 General Fund in account 101-000-532.000-FBI- Federal Grants Others, and appropriations in the amount of \$19,372 to account 101-301-818.069-FBI - Professional Service - Oakland County Sheriff OT.

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

No: Rutherford

Resolution Passed

Planning

22-249

Resolution to Approve the Specially Designated Merchant [SDM] and Class C, 'Bistro' License by the Petitioner, Workspace Pontiac LLC at 2 & 4 Saginaw Street, PIN 64-14-29-477-010 & 64-14-29-477-011 and Further Recommend this Application to be considered for Approval by the Michigan Liquor Control Commission. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

Whereas, the City of Pontiac chooses to engage in PA 58, 1998, MCL 436.1521a(1)(b)(i) for issuance of New On-Premises Development District License and establishment of Redevelopment Liquor Licenses in the Tax Increment Finance Authority Act (TIFA) District under Part 3 of Public Act 57 of 2018.

Whereas, Workspace Pontiac LLC, 2 & 4 N. Saginaw St, Parcel 64-14-29-477-010 & 011, has made petition for a Class c, 'Bistro' License, and meets eligibility requirements for licensure issuance under MCL 436.1521a(1)(b)(i).

Whereas, the City of Pontiac Planning Commission unanimously approved a recommendation at the September 7, 2022 meeting, that the Class C Bistro License for Workspace Pontiac, LLC, at 2 & 4 N. Saginaw St, be approved for license issuance to the Pontiac City Council.

Whereas, Workspace Pontiac LLC, at 2 & 4 N. Saginaw St, shall comply with the City of Pontiac Zoning Ordinance, Article 2, Chapter 5, Section 2.550 Bistro Restaurants to allow for Redevelopment Liquor Licenses and Conditions for issuance and operations of the petitioned Class C, 'Bistro' License and MCL 436.1521a(1)(b)(i).

Therefore, Be It Resolved, that the petition for Specially Class C, 'Bistro' License on behalf of the petitioner, Workspace Pontiac, LLC, at 2 & 4 N. Saginaw St, is hereby approved and the City Council further recommends this application be considered for approval by the Michigan Liquor Control Commission.

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

No: None

Resolution Passed

Public Comment

1. Joann Green
2. Chuck Johnson
3. H. Bill Maxey
4. Shawnithia Williams
5. Gloria Miller

Discussion- None

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 Rutherford and second by Councilperson Goodman.

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

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 8:24 p.m.

Sheila R. Grandison
Deputy City Clerk

#2

**SPECIAL
PRESENTATION**



The Impact of ADVERSE CHILDHOOD EXPERIENCES (ACEs)

DATE

Friday, October 7, 2022

TIME

9:00 am - 3:30 pm

Registration begins at 8:00am

LOCATION

United Wholesale Mortgage
585 S Blvd E, Pontiac, MI 48341

CONTINUING EDUCATION CREDITS

5 social work CEUs - *pending*

REGISTER ONLINE @

WWW.OAKLANDCHN.ORG/ACTIVITIES

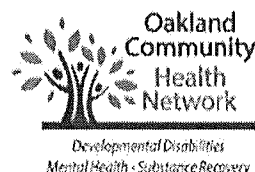


The Institute of Trauma and Economic Justice is proud to host a training on Adverse Childhood Experiences (ACEs) and their impact on people and communities. This training will also discuss resiliency, self-healing, and includes panel discussions focused on addressing challenges stemmed by untreated traumas, which are impacting the health and safety of our communities today.



ITEJ.ORG

This is held in partnership with Oakland Community Health Network, Oakland County Sheriff's Department, Oakland County Health Division, and Interfaith Leadership Council of Southeast Michigan.



#3

ORDINANCE



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: The Honorable Pontiac City Council

FROM: Khalfani Stephens, Deputy Mayor

CC: Timothy Greimel, Mayor

DATE: September 19, 2022

RE: Actuarial Equivalent

When the IRS issued to the Retirement System a favorable Determination Letter in 2014, it did so contingent on the City Council adopting several amendments to the Retirement System Ordinance, one of which required that the Retirement System Ordinance's definition of 'Actuarial Equivalent' include the *specific* interest rate and mortality table which are used to determine the present value of the various forms of benefit payments.

The city has been advised, that, on the advice of its actuary, at their January 2022 meeting, the General Employees Retirement System (GERS) Board approved to adopt and update the interest rate and mortality table used to determine the actuarial equivalence of benefits effective for retirements on or after January 1, 2022. Specifically, the interest rate was updated from 7% to 6% and the mortality table was updated from the to the RP-2014 Healthy Annuitant Mortality Table and 50%/50% unisex mix to the Pub-2010 tables.

This information was originally communicated to the City of Pontiac, including members of City Council earlier this year.

The attached resolution has been approved by the City of Pontiac legal counsel and is a required update.

Resolution on Following Page

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:

$$\text{Final Average Compensation} * \text{Years of Service} * \text{Multiplier (determined by union)}$$

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**
Date of Termination: **1/16/2010**
Date of Retirement: **1/17/2010**
Retirement Number: **2548**
Final Average Compensation: **\$ 52,811.07**
Credited Service: **28 Years 0 Months**
Eligibility Service: **25 Years 0 Months**
Benefit Group: **AFSCME - Local 2002**
Retirement Type: **Age & Service**
Option Elected: **Option II**
After Tax Contributions: **\$ 2,907.84**
Total Contributions: **\$ 3,537.83**

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.

Ordinance No. XXXX

AN ORDINANCE TO AMEND THE CITY OF PONTIAC REESTABLISHED GENERAL EMPLOYEES' RETIREMENT SYSTEM TO ACCOUNT FOR CHANGES TO REQUIRED MINIMUM DISTRIBUTION RULES.

The City of Pontiac ordains:

Section 1. Amendments.

That the City of Pontiac Reestablished General Employees' Retirement System ("Reestablished GERS") is hereby amended as follows:

- a. The first paragraph of Paragraph (a) of Section 44 of the Reestablished GERS is amended to read as follows:
 - (a) Distributions from the Retirement System will comply with the requirements of IRC section 401(a)(9) and the regulations thereunder. A Member's interest in the Retirement System must begin to be distributed by the later of (1) April 1 of the calendar year following the calendar year that the Member attains the age of (A) 70.5 (for Members born before July 1, 1949) or (B) 72 (for Members born after June 30, 1949), or (2) April 1 of the calendar year the Member retires. With respect to distributions under the Retirement System made for calendar years beginning on or after January 1, 2001, the Retirement System will apply the minimum distribution requirements of IRC section 401(a)(9) in accordance with the regulations under IRC section 401(a)(9) that were proposed in January 2001, notwithstanding any provision in the Retirement System to the contrary. This amendment shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under section 401(a)(9) or such other date as may be specified in guidance published by the Internal Revenue Service.
- b. Paragraph (b)(2)(i) of Section 44 of the Reestablished GERS is amended in its entirety to read as follows:
 - (i) If the Member's surviving spouse is the Member's sole designated beneficiary, then, except as provided in the Retirement System, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained age 70.5 (for a Member born before July 1, 1949) or 72 (for a Member born after June 30, 1949), if later.

Section 2. Severability.

If any section, 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 the 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 10 days after adoption by the City Council retroactive to the date required under the Setting Every Community Up for Retirement Enhancement Act of 2019.

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Pontiac at a regular Council Meeting held in the City Council Chambers in said City on the ____ day of September, 2022.

Garland S. Doyle, City Clerk

Ordinance No. XXXX

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I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Pontiac at a regular Council Meeting held in the City Council Chambers in said City on the ____ day of September, 2022.

Garland S. Doyle, City Clerk

#4

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: September 13, 2022

RE: **2022 MDOT Safety Grant – Walton Boulevard**

The Michigan Department of Transportation has prepared and delivered the attached funding agreement for traffic signal modernization along Walton Boulevard at multiple locations. This project will provide new traffic signals, including pedestrian signals and pushbuttons, hemispherical video detection system, steel strain poles, and illuminated street name signs. This project is partially funded through MDOT Safety Funds totaling \$600,000. The total estimated cost of the project is \$1,174,000, of which the City's cost is \$574,000. This project is budgeted in the fiscal year 2022 Major Street Fund.

Safety funding through the Michigan Department of Transportation is provided based in competitive application and is specifically for providing safer roads and intersection as well as more efficient roadway corridors. These projects go through the MDOT bid letting process and will be awarded, and funded by MDOT. The City will be responsible for the match dollars as detailed above, and will be billed as the project progresses.

It is the recommendation of the Department of Public Works, Engineering Division, that this City sign the attached MDOT funding agreement for the Walton Boulevard Traffic Signal Modernization at Concord Lane/Deerfield Lane, Highwood Boulevard, Joslyn Avenue and Stirling Lakes Drive.

WHEREAS, The City of Pontiac has received the funding agreement from the Michigan Department of Transportation, and;

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

WHEREAS, The project is budgeted in the 2022/2023 Fiscal Year Major Street budget,

NOW, THEREFORE

IT IS RESOLVED: The Pontiac City Council authorizes the Mayor or Deputy Mayor to sign the MDOT Funding Agreement for the Walton Boulevard Safety Project.

HSIP

DA

Control Section	HSIP 63000
Job Number	211909CON
Project	22A0874
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5409

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PONTIAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Pontiac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated August 26, 2022, attached hereto and made a part hereof:

Traffic signal modernization, concrete curb and gutter, sidewalk and curb ramps, permanent signing and pavement markings along Walton Boulevard at Concord Lane/Deerfield Lane, Highwood Boulevard, Joslyn Avenue and Stirling Lakes Drive, including pedestrian signals and pushbuttons, hemispherical video detection system, steel strain poles, illuminated street name signs, backplates and sprinklers; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY SAFETY IMPROVEMENT PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$600,000, or (2) an amount such that 90 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 09/06/90 STPLS.FOR 8/26/22

324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF PONTIAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

August 26, 2022

EXHIBIT I

CONTROL SECTION	HSIP 63000
JOB NUMBER	211909CON
PROJECT	22A0874

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$1,174,000
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,174,000
Less Federal Funds*	<u>\$ 600,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 574,000

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

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

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

#33

COMMUNICATION



WOODWARD WIDETRACK LOOP - DOWNTOWN PONTIAC

Full-Access Conversion Plans

Before the Vote:

Join the City of Pontiac and MDOT to discuss the conversion of the Woodward widetrack loop. Ask questions and receive clarity of action plans for this project! This will be the final two meetings before the decision goes before Mayor and Council to vote on the Woodward Loop to aid flow of traffic thru Downtown Pontiac. Citizens are encouraged to attend!

Meeting Details:



Prospect Baptist Church:

Monday, September 19th, 2022 / 6-8pm
351 Prospect St., Pontiac, MI 48342



Bowens Center:

Wednesday, September 21th, 2022 / 6-8pm
52 Bagley Street, Pontiac, MI 48341



Open to Public
All are welcome!



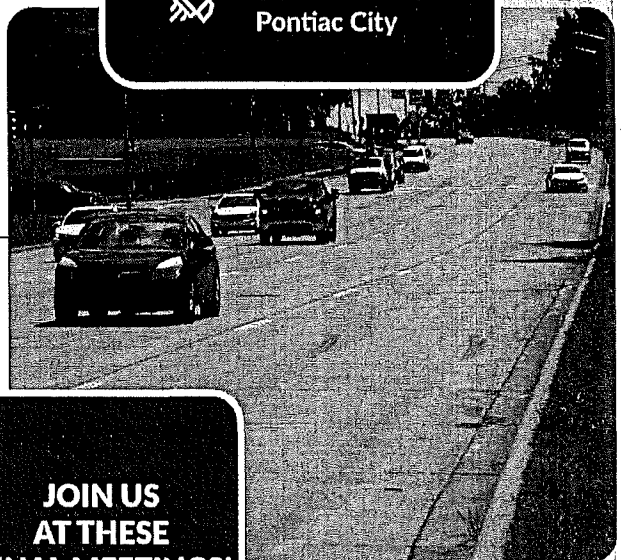
Share Your
Opinions



Gain clarity
Regarding
Action Plans

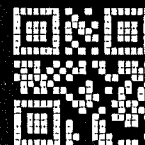


Be Apart of
The Growth of
Pontiac City



**JOIN US
AT THESE
FINAL MEETINGS!**

CITY HALL OF PONTIAC
47450 WOODWARD AVE.
PONTIAC, MI 48342
WWW.PONTIAC.MI.US



FOR MORE INFORMATION PLEASE CONTACT ANGELA POWELL, COMMUNITY RELATIONS SPECIALIST: 248-758-3300 / APOWELL@PONTIAC.MI.US

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COMMUNICATION

CITY OF PONTIAC STATE OF THE CITY



The City of Pontiac invites
you to attend the 2022 State
of the City Address presented by

Mayor Tim Greimel

REGISTRATION REQUIRED:



PHONE REGISTRATION:
248-758-3300

REGISTRATION DEADLINE:
SEPTEMBER 26TH
FREE TO PUBLIC

**September 29th
@ The Crofoot**

**PROGRAM BEGINS AT 6:30^{PM}
DOORS OPEN 6^{PM}**



**1 South Saginaw,
Pontiac, MI 48342**

POST EVENT RECEPTION: CASH BAR AND LIGHT HORS D'OEUVRES

Contact Angela Powell at 248-758-3300 or apowell@pontiac.mi.us

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COMMUNICATION

COMMUNITY MEETING

PONTIAC.MI



Join us for a Community Meeting at City Hall in the Council Chambers. 47450 Woodward Avenue, Pontiac, MI 48342. September 21st at 6:00 PM.

The City of Pontiac has invited Grindline Skateparks to design and build a brand-new cast-in-place concrete skatepark. To make sure the design is the best it can be we want to hear from our local community.

Scan the QR code to take our online survey for the skatepark. Survey closes on September 20th.

